

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

June 2, 2020 - 8:30 AM

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

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) of Government Code §54956.9: one potential case. Circumstances: threatened litigation regarding proposed groundwater ordinance.
3. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS –** Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

- 10 A.M.
4. ***PLEDGE OF ALLEGIANCE***
 5. ***REPORT ON CLOSED SESSION AS REQUIRED BY LAW.***
 6. ***PUBLIC COMMENT***
 7. ***COUNTY DEPARTMENT REPORTS*** (*Reports limited to two minutes*)
 8. ***COVID-19 STAFF UPDATE***

CONSENT AGENDA (Approval recommended by the County Administrator)

9. **Child Support Services** - Request Board approve Amendment No. 3 to the Agreement between the County of Inyo and CalServe Inc. for the provision of nationwide service of process, extending the term of the agreement from July 1, 2020 to June 30, 2022 and modifying the schedule of fees, contingent upon the Board's adoption of future budgets.
10. **County Administrator - Personnel** - Request Board approve the agreement for Professional Services between the County of Inyo and California Association of Environmental Health Administrators at a rate of \$134.38 per hour for the period of June 8, 2020 through December 31, 2020 with a not-to-exceed amount of \$80,000, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
11. **County Counsel** - Request Board approve the agreement between Great Basin Unified Air Pollution Control District and the County of Inyo for the County Counsel's Office to provide certain legal services to the District during the period July 1, 2020 to June 30, 2021, for the sum of \$13,500; contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget, and authorize the Chairperson to sign.
12. **Health & Human Services** - Request Board approve the Mental Health Services Act (MHSA) Plan Update for FY 19/20 in order to access funds under the approved Mental Health Services Act Agreement, and authorize the HHS Deputy Director Behavioral Health Division, as the Mental Health Director, to sign.
13. **Health & Human Services** - Request Board authorize the payment of \$97,746.02 to the California Department of Health Care Service for recoupment of Fiscal Year 2016-2017 Substance Abuse Block Grant funds.
14. **Health & Human Services - Health/Prevention** - Request Board approve the contract between the County of Inyo and the San Bernardino County Department of Public Health for the provision of laboratory testing services for human infectious diseases of public health for the period of June 2, 2020 through September 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign two copies of the contract, contingent upon all appropriate

signatures being obtained.

15. **Sheriff** - Request Board authorize a purchase order in an amount not to exceed \$16,659, payable to N.A.G. Industries of Bakersfield, CA for Special Enforcement Detail team equipment.

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

16. **Health & Human Services** - Request Board ratify and approve the payment of up to \$10,000 per year in participation fees to County of Santa Cruz for hosting the Medical Administrative Activities (MAA) and Targeted Case Management (TCM) for the Local Governmental Association Consortium for the contract period of July 1, 2019 through June 30, 2022, contingent upon the Board's approval of future budgets.
17. **Sheriff** - Request Board ratify and approve an increase of the Sheriff's purchasing authority with Adamson Industries of Los Alamitos, CA by \$9,900, to a total not-to-exceed amount of \$50,000, for the purchase of law enforcement equipment.
18. **Sheriff** - Request Board: A) ratify and approve payment to Siemen's Industry of Fresno, CA in the amount of \$10,662 for duct detector replacement and cell door service; and B) authorize an increase of the Sheriff's purchasing authority with Siemen's Industry Inc. of Fresno, CA by \$10,662, to a total not-to-exceed amount of \$36,340 for the purchase of annual maintenance, cell door service and duct detector replacement.
19. **Sheriff** - Request Board ratify and approve an increase of the Sheriff's purchasing authority with American Security Group of Vista, CA by \$3,216, to a total not-to-exceed amount of \$63,891, for the purchase of annual maintenance, upgrades and replacement security system equipment.
20. **Sheriff** - Request Board ratify and approve payment, and authorize an increase of the Sheriff's purchasing authority with Nielsen's Equipment Maintenance of Mammoth Lakes, CA by \$10,420, to a total not-to-exceed amount of \$20,420, for the purchase of radio equipment and installation on patrol vehicles.
21. **Public Works** - Request Board: A) declare Fire System Solutions Inc. of Fresno, CA a sole-source provider of mandatory fire sprinkler replacement; and B) ratify and approve payment to Fire System Solutions Inc. of Fresno, CA in the amount of \$21,675.
22. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of May 5, 2020 and May 12, 2020, and the minutes of the special Board meetings of May 8, 2020 and May 15, 2020.

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

23. **10:30 A.M. - PUBLIC WORKS - Town Water Systems** - Request Board approve proposed Ordinance No. 1256, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding, Repealing, and Amending Certain Sections of Title 4 of the Inyo County Code Related to the County Water Systems."

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

24. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

From: Harasick, Richard [Richard.Harasick@ladwp.com]
Sent: Monday, March 16, 2020 3:28 PM
To: Kammi Foote; Clint Quilter; Marshall Rudolph
Subject: Consideration of Ordinance 1253

CAUTION: This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Dear Board of Supervisors,

It has come to our attention that agenda item #25, consideration of Ordinance 1253, on your March 17, 2020 Board of Supervisors agenda will be considered tomorrow.

The City of Los Angeles Department of Water and Power (LADWP) believes this proposed Ordinance violates the California Constitution and the Inyo-Los Angeles Long Term Water Agreement.

As such, we request the item be deferred for a substantial amount of time so that discussion can occur at a staff level to address all concerns to both the County and LADWP.

If the item is approved, LADWP will take all necessary legal action in response.

Thank you for your consideration,

Richard F. Harasick
Senior Assistant General Manager – Water
City of Los Angeles Department of Water & Power



County of Inyo



Child Support Services

CONSENT - ACTION REQUIRED

MEETING: June 2, 2020

FROM: Susanne Rizo

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

RECOMMENDED ACTION:

Request Board approve Amendment No. 3 to the Agreement between the County of Inyo and CalServe Inc. for the provision of nationwide service of process, extending the term of the agreement from July 1, 2020 to June 30, 2022 and modifying the schedule of fees, contingent upon the Board's adoption of future budgets.

SUMMARY/JUSTIFICATION:

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

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

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

ATTACHMENTS:

1. CalServe Inc. Contract

2. CalServe Inc. Contract Amendments 1 and 2
3. CalServe Inc. Contract Amendment No. 3

APPROVALS:

Ursula Black	Created/Initiated - 5/11/2020
Darcy Ellis	Approved - 5/12/2020
Ursula Black	Approved - 5/12/2020
Sue Dishion	Approved - 5/13/2020
Marshall Rudolph	Approved - 5/14/2020
Amy Shepherd	Final Approval - 5/15/2020

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

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Process Server services of Calserve, Inc. of Los Angeles, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Susanne Rizo, whose title is: Director, Child Support. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from January 1, 2013 to June 30, 2017 unless sooner terminated as provided below.

3. CONSIDERATION.

A. **Compensation.** County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Five Thousand Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

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

5. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses

or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo	
Eastern Sierra Child Support	Department
230 West Line Street	Street
Bishop, CA 93514	City and State

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

26. ENTIRE AGREEMENT.

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

////

////

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

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

COUNTY OF INYO

By: [Signature]

Dated: 02-25-2014

CONTRACTOR

By: [Signature]
Signature

JAY JAKAR
Print or Type Name

Dated: 01.08.14

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

RECEIVED

JAN 13 2014

**Eastern Sierra
Child Support Services**

ATTACHMENT A

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

TERM:

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

SCOPE OF WORK:

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

SCOPE OF WORK

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

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

1. Contractor shall be accessible and available to the County at all times during regular business hours from 8:00 am to 5:00 pm, Monday through Friday.
2. Contractor shall receive service of process documents by US Mail, PDF file, Fax or CSE E-Process Server. This shall be on an as-needed basis according to the County's needs.
3. Contractor shall have the ability to electronically receive service packages for service.
4. Contractor shall serve process in all California counties.
5. Contractor shall serve process in all National and International venues.
6. Contractor shall process Writs of Execution, attachment or Possession/Claim and Delivery from the County, perform necessary processing at the county of service Sheriff's Office, and effect service in that county as directed by the County.
7. Contractor shall provide the County with any "locate" information that may become known through the attempts to effect service or "Field Locates" that is different from the information provided by the County at the time of referral, including but not limited to home address and telephone number, employer address and telephone number, address where service was effected and any other information discovered pertaining to the person being served.
8. Contractor shall comply with all statutory and service deadlines specified in this Scope of Work. The County shall periodically audit cases for compliance with this requirement. No payment must be made for any service which occurs after a deadline or is found to have been served in a manner other than that specified by the law under which that service is to be affected.
9. Contractor shall, when appropriate, make arrangements for special time frames and special handling of individual cases. This will be arranged between the County Site Coordinator and the Contractors' designee.

10. During the time that the Contractor has the service documents in its possession, it must report the status of all open cases every thirty (30) days or as may be requested by the County. The Contractor will provide the County with Web access to its database for instant case status. The County will submit to the Contractor a list of authorized County personnel for Web Access. The Contractor will issue and control passwords for access.
11. The County shall provide to Contractor, at the time the case is assigned to the Contractor, all known valid addresses for service, whether of a residence or business. Once Contractor has received the documents, it must continue its attempts at service until:
 - a. The documents are served in the prescribed manner or until forty-five (45) days have expired. If the Contractor has developed information that the Contractor believes will lead to a valid service of the documents, an additional fifteen (15) days may be granted to the Contractor for locate and service of the documents. These locates must be deemed to be "Field Locates" and be billed at the agreed to rate in (Exhibit).
 - b. The time for service has expired; and
 - c. Contractor has determined that further attempts at service at the address supplied by the County or discovered by the Contractor would be futile.
12. Contractor shall within 7 business days of termination of its attempts at service for any of the reasons specified above, return to the County at the designated location the Notice of Not Found/Returned Not Served, and the service documents.
13. Where substituted service is authorized, Contractor shall comply with reasonable diligence requirements (CCP 415.20(b)) before proceeding with substituted service, and must comply with all formal requirements, including, but not limited to, mailing a copy of the documents served to the address where the documents were delivered and completing the Proof of Service and Declaration of Due Diligence. These documents must be delivered to the County no later than the 7th business day after the date of mailing of the service documents.
14. Contractor shall be able to affect service within a reasonable time in the State of California and all National and International venues or make three unsuccessful attempts at service and return the document to County within 45 days.
15. In all instances, two (2) proofs of service forms must be completed and returned to the County. One proof of service must have a stamp, in lieu of signature, stating: "signature

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

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

16. In addition to the completed proof of service, the Contractor shall fully document all attempts at service, to include date, time, place and manner in which the party was located, and other pertinent circumstances, and must retain such information in its records whether service is successful or unsuccessful. Such information must be made available to the County upon request and must be produced at any court proceeding at which the validity of service is an issue.
17. Subpoenas and Subpoenas Duces Tecum must be served as expeditiously as possible and the completed proof of service returned to the County at least two (2) business days prior to the hearing. In special circumstances the Contractor will furnish the County with a faxed copy of the original proof of service. In this instance, the County must be in receipt of the original within 3 business days of the copy being faxed.
18. Contractor shall make efforts to maximize successful process service, including attempts at different times of the day or night, and different days of the week (including Saturdays, Sundays and holidays).
19. In the event that a party who has been served with a document pursuant to the agreement denies that he has been served, the Contractor shall at no additional cost have the process server or other competent witness available to:
 - a. Discuss the case with the County attorney handling the case, or his/her designee.
 - b. Sign necessary declarations or affidavits.
 - c. Testify at court hearings or depositions without the need for subpoena or subpoena duces tecum.
20. Contractor shall meet all legal requirements for service of process and comply with all statutory requirements which include but are not limited to the following:

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

Family Code Section 17212

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

TERM:

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

SCHEDULE OF FEES:

Price Form

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

*Resulting is successful service

** service of process additional

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

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

ATTACHMENT C

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

TERM:

FROM: January 1, 2013

TO: June 30, 2014

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

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

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

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

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

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

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

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



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

A handwritten signature in black ink, appearing to read "Kevin D. Carunchio".

By: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: May 9th, 2017

SUBJECT: Approval of Amendment Number 2 to contract for CalServe Inc.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the Amendment Number 2 to the Agreement between the County of Inyo and CalServe Inc for the provision of nationwide service of process. This Amendment extends the term of the agreement from June 30, 2017 to June 30, 2020, increases the not to exceed amount to \$14,000, and modifies the schedule of fees.

SUMMARY DISCUSSION:

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

I respectfully request approval of Amendment 2 to the Agreement between the County of Inyo and CalServe Inc to extend the term of the contract, increase the not to exceed amount and modify the schedule of fees.



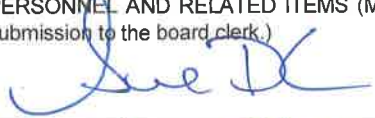
ALTERNATIVES:

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


OTHER AGENCY INVOLVEMENT:

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

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date <u>04/14/2017</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:  Date <u>4/13/2017</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 <u>4/25/17</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)


Susanne Rizo

Date: 4/27/2017

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

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

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

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

County and Contractor hereby amend such Agreement as follows:

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

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

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

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

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

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

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

COUNTY OF INYO

By: 
Dated: 5/9/17

CONTRACTOR

By: _____
Signature

Type or Print
Dated: _____

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

Eastern Sierra Child Support Services
Calserve, Inc.

Price Form

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

*Resulting is successful service

** service of process additional

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

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

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

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

COUNTY OF INYO

By: Mark Tiller

Dated: _____

CONTRACTOR

By: _____

Jay Jaker
Signature

Type or Print

Dated: 4-6-17

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

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

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

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

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

County and Contractor hereby amend such Agreement as follows:

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

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

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

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

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

COUNTY OF INYO

By: [Signature]

Dated: 02-25-2016

CONTRACTOR

By: _____

Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

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

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

COUNTY OF INYO

By: [Signature]

Dated: 02-25-2016

CONTRACTOR:

By: [Signature]

Signature

JAY JAKAR - PRESIDENT

Type or Print

Dated: 1-13-16

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

SUSANNE M. RIZO, ESQ.
Regional Director

Rizo.susanne@invo.csa.ca.gov
Phone: 866-901-3212
Fax: 760-873-3646

Eastern Sierra Child Support Services

P.O. Box 1147, 230 W. Line Street
BISHOP, CA 93515

MEMORANDUM

DATE: January 27, 2014
TO: Steve Porter, Esq., Deputy County Counsel
FROM: Susanne Rizo, Esq.
SUBJECT: Sole Source Request/ Calserve Inc. Process Server Contract

Sole Source Justification Request:

Calserve Inc. is a national process server. Calserve ensures that service of court paperwork necessary for the establishment of child support and enforcement of child support cases is made timely. If we did not use Calserve there are other service of process providers nationwide, but the local child support agency would need to individually contact each of these service providers. In addition, Calserve is only one of two process servers¹ who submitted a proposal to the county for providing this service notwithstanding our solicitation for process servers in an RFP requesting proposals for process serving that was published in three regional papers between January 3rd 2013 and January 23rd 2013. The papers used to advertise for requests for proposals include, the Mammoth Times, Inyo Register and Daily Independent of Ridgecrest, California.

¹ The other process server who responded was selected for our local process serving in Inyo County. All other locations require a process server and Calserve would be available for all other areas.

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

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Process Server services of Calserve, Inc. of Los Angeles, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Susanne Rizo, whose title is: Director, Child Support. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from January 1, 2013 to June 30, 2017 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

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

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

or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

25. NOTICE.

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

County of Inyo	
Eastern Sierra Child Support	Department
230 West Line Street	Street
Bishop, CA 93514	City and State

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

26. ENTIRE AGREEMENT.

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

////

////

RECEIVED

JAN 13 2014

**Eastern Sierra
Child Support Services**

SCOPE OF WORK

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

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

1. Contractor shall be accessible and available to the County at all times during regular business hours from 8:00 am to 5:00 pm, Monday through Friday.
2. Contractor shall receive service of process documents by US Mail, PDF file, Fax or CSE E-Process Server. This shall be on an as-needed basis according to the County's needs.
3. Contractor shall have the ability to electronically receive service packages for service.
4. Contractor shall serve process in all California counties.
5. Contractor shall serve process in all National and International venues.
6. Contractor shall process Writs of Execution, attachment or Possession/Claim and Delivery from the County, perform necessary processing at the county of service Sheriff's Office, and effect service in that county as directed by the County.
7. Contractor shall provide the County with any "locate" information that may become known through the attempts to effect service or "Field Locates" that is different from the information provided by the County at the time of referral, including but not limited to home address and telephone number, employer address and telephone number, address where service was effected and any other information discovered pertaining to the person being served.
8. Contractor shall comply with all statutory and service deadlines specified in this Scope of Work. The County shall periodically audit cases for compliance with this requirement. No payment must be made for any service which occurs after a deadline or is found to have been served in a manner other than that specified by the law under which that service is to be affected.
9. Contractor shall, when appropriate, make arrangements for special time frames and special handling of individual cases. This will be arranged between the County Site Coordinator and the Contractors' designee.

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

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

16. In addition to the completed proof of service, the Contractor shall fully document all attempts at service, to include date, time, place and manner in which the party was located, and other pertinent circumstances, and must retain such information in its records whether service is successful or unsuccessful. Such information must be made available to the County upon request and must be produced at any court proceeding at which the validity of service is an issue.
17. Subpoenas and Subpoenas Duces Tecum must be served as expeditiously as possible and the completed proof of service returned to the County at least two (2) business days prior to the hearing. In special circumstances the Contractor will furnish the County with a faxed copy of the original proof of service. In this instance, the County must be in receipt of the original within 3 business days of the copy being faxed.
18. Contractor shall make efforts to maximize successful process service, including attempts at different times of the day or night, and different days of the week (including Saturdays, Sundays and holidays).
19. In the event that a party who has been served with a document pursuant to the agreement denies that he has been served, the Contractor shall at no additional cost have the process server or other competent witness available to:
 - a. Discuss the case with the County attorney handling the case, or his/her designee.
 - b. Sign necessary declarations or affidavits.
 - c. Testify at court hearings or depositions without the need for subpoena or subpoena duces tecum.
20. Contractor shall meet all legal requirements for service of process and comply with all statutory requirements which include but are not limited to the following:

ATTACHMENT B

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

TERM:

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

SCHEDULE OF FEES:

Price Form

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

*Resulting is successful service

** service of process additional

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

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

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$500,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

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

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

County and Contractor hereby amend such Agreement as follows:

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

Modify pricing per Attachment A.

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

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

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

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Signature

Jay Jankar

Type or Print

Dated: 5-5-2020

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

[Faint, illegible text, possibly a header or introductory paragraph]

[Large block of very faint, illegible text, likely the main body of a letter or report]

RECEIVED

MAY 11 2020

**Eastern Sierra
Child Support Services**

ATTACHMENT A

**Eastern Sierra Child Support Services
Calserve, Inc.**

Price Form

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

***Resulting is successful service ** service of process additional**

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

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



County of Inyo



County Administrator - Personnel

CONSENT - ACTION REQUIRED

MEETING: June 2, 2020

FROM:

SUBJECT: Professional Services Contract with California Association of Environmental Health Administrators

RECOMMENDED ACTION:

Request Board approve the agreement for Professional Services between the County of Inyo and California Association of Environmental Health Administrators at a rate of \$134.38 per hour for the period of June 8, 2020 through December 31, 2020 with a not to exceed amount of \$80,000, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This contract will provide the County with an Interim Environmental Health Director for a period of 6 months, while the County recruits for a permanent Environmental Health Director.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve contract and direct staff provide other alternatives.

OTHER AGENCY INVOLVEMENT:

California Association of Environmental Health Administrators

FINANCING:

The Environmental Health Budget 045400, Professional Services (5265) is where the contract will be budgeted from.

ATTACHMENTS:

1. CAEHA Contract June - Dec 2020

APPROVALS:

Sue Dishion
Darcy Ellis
Sue Dishion

Created/Initiated - 5/28/2020
Approved - 5/28/2020
Approved - 5/28/2020

Marshall Rudolph
Amy Shepherd
Clint Quilter

Approved - 5/28/2020
Approved - 5/28/2020
Final Approval - 5/28/2020

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF INYO AND CALIFORNIA ASSOCIATION OF
ENVIRONMENTAL HEALTH ADMINISTRATORS

THIS AGREEMENT is made this 5th day of June, by and between the COUNTY OF INYO, a political subdivision of the State of California (hereinafter called "County") and California Association of Environmental Health Administrators (CAEHA), (hereinafter called "Contractor") pursuant to the following terms and conditions:

1. **TERM**

The term of this Agreement shall commence on the 8th of June 2020, and shall terminate December 31, 2020.

2. **PROJECT**

County requests Contractor to work Remotely on a Flex schedule to perform duties as an Interim Environmental Health Director as a *Registered Environmental Health Specialist* with duties and responsibilities as outlined in Appendix A Scope of Work. Unless otherwise approved by the County, Contractor shall provide such services through its employee, Walt Kruse.

3. **DUTIES**

- A. Contractor, under the direction of the Health and Human Services Agency Director and/or her designee, shall have general responsibility providing services identified in Appendix A: Director of Environmental Health.
- B. Contractor shall demonstrate the following: an ability to work at a high level of independence, an ability to meet additional specialized knowledge requirements within the field of environmental health, an ability to manage by assignment projects which are highly complex and difficult in nature.

4. **COMPENSATION**

- A. Contractor shall be paid \$134.38 per hour. County has requested approximately twenty hours per week. No overtime has been approved. Contractor shall invoice County for work performed by the 15th of each month with summary of time worked. Dates Walt Kruse is not available include July 17-31 and September 12-19, 2020.
- B. If travel is requested, Hotel reimbursement at cost (not to exceed \$160 per night and state rate will be requested). If hotels are hard to find under \$160

per night, County will pre-approval the higher hotel costs. Receipts will be provided.

- C. If County request travel then mileage to be reimbursed by County at current IRS rate (currently at .57.5 per mile). Mileage projection 225 one way (450 round trip .57.5 per week). Travel pay to drive to County and back will be invoiced at \$64.00 per hour. Approximate travel hours are calculated at 4.5 driving hours each way.
- D. Per diem rates of \$7 for breakfast, \$11 for Lunch, \$28.00 for dinner if travel by County is requested.
- E. If postage or shipping costs are required to accomplish scope of work services, the County will reimburse with receipts.
- F. Invoices will be sent monthly to the County and payment to be made directly to CAEHA - Tax ID#94-1675492 a 501(c)(4):

**California Association of Environmental Health Administrators
or CAEHA**

Attn: Sheryl Baldwin, Contract Manager

P.O. Box 2017

Cameron Park, CA 95682-2017

Telephone: (530) 676-0715

Email: Sheryl@ccdeh.com

- G. All payment requests must be reviewed and approved by the County. Total compensation for the services rendered (including any travel, per diem or other expenses) under this Agreement shall not exceed Eighty Thousand Dollars (\$80,000).
- H. Compensation provided herein shall constitute complete and full payment to Contractor for the services provided hereunder to be paid within 30 days of a proper invoice. Interest will be added at 5% per month for invoices paid after 90 days.

5. INSURANCE REQUIREMENTS

Contractor shall provide at its own expenses and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following state insurance policies.

- A. **Workers' Compensation Coverage:** To the extent that Contractor has any employees, Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change.

- B. **Professional Liability Insurance:** Contractor shall maintain Professional Liability Insurance for malpractice coverage. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

- C. **Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies affecting coverage required by this Contract.

6. **HOLD HARMLESS**

The Contractor shall hold the County, its elected and appointed officials, officers, employees, agents, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of Contractor, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement, and out of any assertion by any employee of Contractor that they are individually entitled to compensation of benefits of any kind directly from the County as a result of their work performed for the County under this Agreement. If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right to approve any and all counsel employed to defend it.

The County shall hold the Contractor, its agents, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of County, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement.

7. **TERMINATION**

- A. This Agreement may be terminated by County at County's option:
- (1) Upon Contractor's failure, refusal or neglect to perform the duties hereunder other than for reasons of illness. Such a termination shall be effective immediately upon notice to Contractor.
 - (2) For any reason satisfactory to County (without cause) provided, however, Contractor shall be given fourteen (14) days written notice of such termination.

B. This Agreement may be terminated by Contractor:

- (1) Upon County's failure, neglect or refusal to make any payment as required hereunder.
- (2) Upon County's failure to cooperate with the Contractor in the performance of its work under this Agreement.
- (3) Upon fourteen (14) days written notice to County.

8. **STATUS**

Contractor and County agree that Contractor is an independent contractor and in no event shall Contractor or any of its employees be considered an employee of the County.

9. **ASSIGNMENT**

This Agreement is for the professional services of Contractor and in particular for the services of Contractor's employee Walk Kruse, and Contractor shall not assign, subcontract, or sublet any part of this Agreement without the express written consent of County.

10. **NOTICE**

Any and all notices, Invoices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following address:

County: INYO County Environmental Health Division
Human Resources
Clint Quilter, County Administrator
P.O. Box Drawer N
Independence, CA 93526

Contractor: California Association of Environmental Health
Administrators
Justin Malan, Executive Director
910 K Street, Suite 300
Sacramento, CA 95814
Telephone: (916) 448-1015
Email: Justin@ccdeh.com

IN WITNESS WHEREOF, the parties have hereunder set their hands the day and year first herein above written.

COUNTY

CONTRACTOR

County of INYO

_____, President
Marilyn Underwood, Ph.D., CAEHA
Tax ID#94-1675492

Date:_____

Date:_____

APPENDIX A

Scope of Work Interim Environmental Health Director Temporary & Part time

Experienced Director of Environmental Health to lead the daily activities of the Environmental Health Department and to provide executive level leadership to ensure regulatory requirements are met.

This position provides administrative oversight and strategic direction for the Environmental Health Department and ensures that all department programs and operations comply with applicable laws and regulations.

To support the County through the recruiting process to hire a New Director of Environmental Health.

The Department of Environmental Health Services' programs include food sanitation, community water supply systems, well construction, County-operated water testing laboratory, on-site wastewater disposal, hazardous waste management and integrated waste management regulations, and recreational health.

Plans, directs, manages, and oversees the functions, operations, and programs of the Department; ensures the effective and reasonable enforcement of laws and regulations pertaining to environmental health and related programs; oversees and participates in the development and implementation of departmental goals, objectives, policies, and priorities; assesses and recommends solutions to complex problems affecting departmental operations and functions; selects, directs, supervises, trains, and evaluates staff; develops and administers assigned budgets, prepares budget requests, and controls expenditures; confers with local and State officials regarding environmental health issues; represents the Department to the public, community organizations, and other governmental agencies; makes decisions regarding enforcement of departmental programs; conducts public information activities; oversees the preparation of and prepares reports and presentations on assigned functions and activities; maintains contact with the press and community organizations; interprets program policy in handling situations involving the public; conducts compliance inspections and field work; establishes and maintains effective working relationships with others; other related duties as required.



County of Inyo

County Counsel

CONSENT - ACTION REQUIRED

MEETING: June 2, 2020

FROM: Cori Denault

SUBJECT: Contract with Great Basin Unified Air Pollution Control District

RECOMMENDED ACTION:

Request Board approve the agreement between Great Basin Unified Air Pollution Control District and the County of Inyo for the County Counsel's Office to provide certain legal services to the District during the period July 1, 2020 to June 30, 2021, for the sum of \$13,500; contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Under the proposed agreement, the County of Inyo, through and by its Office of County Counsel, will provide professional legal services to the Great Basin Unified Air Pollution Control District as follows:

1. Legal advice and representation relating to personnel matters of the District;
2. Legal advice and representation relating to labor law and in labor negotiations and/or mediations;
3. Legal advice and representation relating to employee grievances and discipline to include representation of the District in grievance and disciplinary hearings;
4. Legal advice and representation to the District Board in hearing grievance and disciplinary
5. Legal advice and representation relating to any District matter when the County Counsel of another County comprising the District, has a conflict of interest in regard to a District matter arising within their County; and
6. Legal advice and representation relating to any other District matter as agreed upon by the District and the County.

In exchange for providing these services, the District will pay to the County a flat fee of \$13,500 for the fiscal year. The Office of County Counsel has the ability to provide these professional legal services to the District. The \$13,500 fee for Fiscal Year 2020-2021 has been included in the Office of County Counsel budget as anticipated revenue.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board may decline to approve this agreement, reduce or modify the scope of legal services provided to the District, or change the fee arrangement. However, the proposed agreement has been negotiated between the County and the District as being most advantageous to both public entities, provides the District with needed

legal professional services in an area in which the Office of County Counsel has expertise, and is structured on a flat fee basis to provide each entity with a certain degree of budgetary certainty for the fiscal year.

OTHER AGENCY INVOLVEMENT:

Great Basin Unified Air Pollution Control District

FINANCING:

Approval of this agreement will result in \$13,500 revenue being received by the County. This revenue will be budgeted within the Office of County Counsel's Budget 010700 Object Code 4819 for fiscal year 2020-2021.

ATTACHMENTS:

1. FY 2020-2021 Agreement for Legal Services

APPROVALS:

Cori Denault	Created/Initiated - 5/14/2020
Darcy Ellis	Approved - 5/14/2020
Cori Denault	Approved - 5/14/2020
Amy Shepherd	Approved - 5/14/2020
Marshall Rudolph	Final Approval - 5/14/2020

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND COUNTY OF INYO
FOR THE PROVISION OF LEGAL SERVICES**

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the LEGAL services of COUNTY COUNSEL Of COUNTY OF INYO, hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from JULY 1, 2020 to JUNE 30, 2021 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. District shall pay to Contractor the sum total of THIRTEEN THOUSAND FIVE HUNDRED Dollars and ZERO cents (\$13,500.00) for performance of all of the services and completion of all of the work described in Attachment **A**.

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

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the District to Contractor for all services and work to be performed under this Agreement shall not exceed THIRTEEN THOUSAND FIVE HUNDRED (\$13,500) Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. DISTRICT PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. CANCELLATION.

This Agreement may be canceled by District without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to District.

13. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, municipal, and District law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

17. NONDISCRIMINATION.

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

18. CONFIDENTIALITY.

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

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict interest statement if requested by the District. District will notify Contractor, if such a request is made, of Contractor's disclosure category under the conflict of interest laws.

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, county, or District statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application

thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of District 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, District has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or District 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:

**Great Basin Unified
Air Pollution Control District**
Attn: SUSAN CASH
Address: 157 SHORT STREET
City, State, Zip BISHOP CA 93514

Contractor:
Name: OFFICE OF COUNTY COUNSEL, COUNTY
OF INYO
Address: POST OFFICE BOX M
City, Sate, Zip INDEPENDENCE CA 93526

26. ENTIRE AGREEMENT.

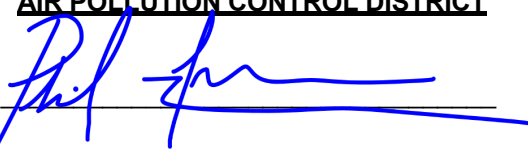
This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived,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

///

///

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS DAY
OF MAY, 2020.

**GREAT BASIN UNIFIED
AIR POLLUTION CONTROL DISTRICT**

By: 
Dated: 20200511

CONTRACTOR

By: _____
PRINT NAME

SIGNATURE
Dated: _____

ATTACHMENT A
AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND COUNTY OF INYO
FOR THE PROVISION OF PERSONAL SERVICES

TERM:

FROM: JULY 1, 2019 **TO:** JUNE 30, 2020

SCOPE OF WORK

The County of Inyo, through and by its Office of County Counsel, will provide professional legal services to the Great Basin Unified Air Pollution Control District as follows:

1. Legal advice and representation relating to personnel matters of the District;
2. Legal advice and representation relating to labor law and labor negotiations or mediations;
3. Legal advice and representation relating to employee grievances and discipline to include representation of the District in grievance and discipline hearings.
4. Legal advice and representation to the District Board in hearing grievance and discipline matters.
5. Legal advice and representation relating to any District matter when the County Counsel of another County comprising the District has a conflict of interest in regard to a District matter arising within their County.
6. Legal advice and representation relating to any other District matter as agreed upon by the District and the County.

ATTACHMENT B

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND COUNTY OF INYO
FOR THE PROVISION OF PERSONAL SERVICES**

TERM:

FROM: JULY 1, 2019 TO: JUNE 30, 2020

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

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable): \$ 2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$2,000,000 per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. *The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:*

1. The District, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor or liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. *Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The District at its option may waive this requirement.*

F. Verification of Coverage. *Contractor shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District or on other than the District's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.*



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: June 2, 2020

FROM: Lucy Vincent

SUBJECT: Approve the Mental Health Services Act (MHSA) Plan Update.

RECOMMENDED ACTION:

Request Board approve the Mental Health Services Act (MHSA) Plan Update for FY 19/20 in order to access funds under the approved Mental Health Services Act Agreement, and authorize the HHS Deputy Director Behavioral Health Division, as the Mental Health Director, to sign.

SUMMARY/JUSTIFICATION:

As required by the Mental Health Services Act, in April, 2018 the Board of Supervisors approved Inyo County's MHSA Integrated Three Year Plan for FY 17/18 through FY 19/20 and this plan was submitted to the State. Each year, there is a requirement to review the plan and to submit an Update to reflect any changes to the plan as proposed by partners and stakeholders. This ARF would approve our required annual update to the final year of this Three Year Plan. We will develop our next three Year Plan in the coming months and have begun to receive partner and stakeholder input.

The Update to the Plan continues to be written with local stakeholder input in accordance with the MHSA guidelines and requirements. This includes stakeholder input with the strong voice of consumers and family members as well as input from community partners and other interested parties. On an ongoing basis, we seek input from consumer stakeholders at our wellness center sites as well as through consumer participation on the Behavioral Health Advisory Board. We also conducted key informant interviews through partner meetings with schools, law enforcement, hospital partners, and other agencies. In accordance with the requirement for a 30-day comment period, we posted our plan on the County website on April 23, 2020 and disseminated the plan throughout the County. We held a public hearing on May 27 virtually and at our Bishop Wellness Center with social distancing to conclude our public comment period. At this time, our Behavioral Health Advisory Board reviewed and approved the Plan. Any substantive changes were incorporated into the Plan.

The MHSA plan is comprised of the following components:

Community Services and Supports (CSS): Includes funding for wellness centers and access to Progress House.

- This year again, we have helped at least seven persons with mental illness to transition from jail to the community safely.
- We have used the two wellness center sites as a way to connect persons with basic living needs to services and support. We saw an average of 60 unduplicated individuals at the wellness centers, including 26 persons who were homeless.
- For the last five years we have had a permanent wellness center site in Bishop. The site allows us to provide

showers, laundry and cooking facilities, as well as peer-directed and staff-facilitated groups and other activities.

- We also provide consistent services twice per week at our Wellness Center in Lone Pine. We provide services at the Lone Pine site or use the resources in the community to provide the same array of services and support.
- Through our programming funded under CSS, we have looked for ways to assist person with employment goals, seeing work as an important part of recovery, giving a sense of purpose. Our continued data suggests that these strategies have been successful in meeting many of the recovery needs of persons in our community with severe mental illness, as well as containing costs related to access and use of hospitalization for treatment.

Prevention Early Intervention (PEI):

- **Elder Adults:** PEI components include both elder outreach using a Behavioral Health RN and also the Friendly Visitor program with expanded time spent in South County. The Friendly Visitor provides an informal outreach and opportunity to contact and engage the senior in conversation or in an activity on a regular basis. There is one “Friendly Visitor” assigned to South County, which also covers our Southeastern areas of the County, and one to North County.
- **Children and Families:** PEI strategies for children and families include the Families Intensive Response Strengthening Team (FIRST). A braided funding for this strategy has resulted in an expanded team with a larger number of families served. We are also committed to continue using Parent Child Interactive Therapy (PCIT), an evidence-based practice that we’ve used with several Child Welfare referred families. We have also used PEI funds to support North Star for school-based counseling and addressing issues around suicide prevention and stigma reduction in schools.

Innovations (INN):

- The FY 18/19 was the last year of use of our INN funds for the Coordinated Care Collaborative Project begun in 2014. We have used this opportunity to take the next steps in integrating care between mental health, addiction and physical health care. We developed our partnership with the Northern Inyo Hospital Rural Health Clinic using a change model process, and then applied this model in the jail setting with our re-entry population, working closely as a team to meet the needs of persons with mental illness who are in the jail and need assistance to re-enter the community successfully. We will sustain this successful model using alternate funds.
- We have decided to wait to begin a new Innovations project until our next Three Year Plan. This will allow us to develop a plan tailored to meet the needs of our community and to accumulated funds for this effort as allowed through the Oversight and Accountability Commission.

Workforce Education and Training (WET):

- In FY 17/18, we fully expended the remainder of Workforce Education Training (WET) component funds by bringing a Crisis Intervention Training (CIT) to the Inyo community and by participating in the Strengths Model Learning Collaborative. We are looking for ways in the next three Year Plan to support the development of the workforce, especially as it relates to medication services.

Capital Facilities Technology Needs (CFTN)

- We propose to transfer around \$30,000 of funds to the Capital Facilities Technology Needs (CFTN) component for one-time costs to position us for an upgrade of our electronic health record to a more integrated whole health record in the future.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the MHSA Three Year Plan Update. This would prohibit our further use of these funds until an acceptable Plan that met MHSA regulations could be formulated. MHSA funds currently comprise approximately one third of all funds available for mental health services in Inyo.

OTHER AGENCY INVOLVEMENT:

Mental Health is under the umbrella of Behavioral Health, a division of Health and Human Services. The MHSA includes involvement of stakeholders and partners from all interested agencies involved in mental health issues.

FINANCING:

State MHSA funds. Funds are deposited into the MHSA trust (505306), and budgeted as revenue in the Mental Health budget (045200). MHSA expenses are tracked in the Mental Health Budget and transfers occur from the MHSA Trust into Mental Health to cover those expenditures. No County General Funds are used.

ATTACHMENTS:

1. Inyo MHSA FY 19-20 Annual Plan Update

APPROVALS:

Lucy Vincent	Created/Initiated - 5/7/2020
Darcy Ellis	Approved - 5/12/2020
Lucy Vincent	Approved - 5/12/2020
Marilyn Mann	Approved - 5/12/2020
Meaghan McCamman	Approved - 5/14/2020
Melissa Best-Baker	Approved - 5/14/2020
Marshall Rudolph	Approved - 5/15/2020
Amy Shepherd	Approved - 5/15/2020
Marilyn Mann	Final Approval - 5/15/2020



INYO COUNTY BEHAVIORAL HEALTH

Mental Health Services Act FY 2019-2020 Annual Update

POSTED FOR PUBLIC COMMENT

April 27, 2020 through May 26, 2020

The MHSA FY 2019-2020 Annual Update is available for public review and comment from April 27, 2020 through May 26, 2020. We welcome your feedback via phone, in person, or in writing. Comments may also be made during the Public Hearing to be held on Monday, June 1, 2020.

Public Hearing Information:

Monday, June 1, 2020 at 10:00 am
Behavioral Health Advisory Board Meeting

If appropriate, the Public Hearing will be held in-person at:
Bishop Wellness Center, 586 Central Avenue, Bishop, CA 93514

The Public Hearing will also be held via live online conferencing. A few days prior to the event, please call or email us for the details about accessing the meeting online.

Comments or Questions? Please contact:

Gail Zwier
MHSA Annual Update Feedback
Inyo County Behavioral Health
162 J Grove Street, Bishop, CA 93514
Phone: (760) 873-6533; Fax: (760) 873-3277
gzwier@inyocounty.us

Thank you!

MHSA FY 2019-2020 Annual Update

MHSA COMMUNITY PROGRAM PLANNING

Community Program Planning Process

The Inyo County Health and Human Services-Behavioral Health (ICHHS-BH) Community Program Planning (CPP) process for the development of the MHSA FY 2019/2020 Annual Update built upon the planning process for most recent MHSA Three-Year Plan and Annual Updates. This planning process was comprehensive and included input from over 200 consumers and family members, providers, and community members.

ICHHS-BH routinely discusses and obtains input on the utilization of MHSA funds with key stakeholders and partners in quarterly Quality Improvement Committee (QIC) meetings, MHSA consumer meetings, and the Behavioral Health Board (BHB). As part of the monthly BHB meetings, members discuss each of the programs' statistics and accomplishments. This discussion is often done in narrative form. ICHHS-BH looks for opportunities to be involved in and contribute to the community by working with other programs such as Public Health and Prevention in their efforts. ICHHS-BH also discusses ongoing challenges including capacity and staffing issues, crisis and access to hospitals and transportation, homelessness and lack of affordable housing, criminal justice involvement, use of the residential facility, and mental health awareness and stigma within the community. The CPP occurs on an ongoing basis, as opposed to a one-time function.

ICHHS-BH also discusses the MHSA plan as part of the HHS Leadership Team, which includes managers and supervisors from Child Welfare, Aging programs, Employment and Eligibility, Prevention, Public Health, and HHS Administration, as well as Behavioral Health (including Substance Use Disorder services). The MHSA Annual Update was also discussed in partner meetings with the local hospitals, schools, and criminal justice entities.

Finally, ICHHS-BH has an ongoing discussion with regional partners as part of the CPP. Many of the challenges and opportunities that the county faces are linked to the geographic isolation as a "frontier county." This is especially true as we plan around our crisis intervention services and the need to access higher levels of care. This year, there was a collaborative effort with Kern County to plan for our needs for access to a Crisis Stabilization Unit, especially as it applies to youth as well as adults.

With this information, ICHHS-BH was able to review the unique needs of the community and make sure that the programs supported through MHSA funds are well designed for this county. The overall goals of MHSA are still valid and provided an excellent guide for maintaining MHSA services in FY 2019-2020.

Components addressed by the planning process included Community Services and Supports (CSS); Prevention and Early Intervention (PEI); and Workforce Education and Training (WET). In addition, ICHHS-BH provided basic education regarding mental health policy; program

planning and implementation; monitoring and quality improvement; evaluation; and fiscal and budget components.

The MHSA FY 2019/2020 Annual Update was developed and approved by the BHB after reviewing data on current programs; analyzing community needs based on stakeholder input; and determining the most effective way to further meet the needs of the unserved/underserved populations. In addition, the Annual Update was shared at staff meetings and at Wellness Center stakeholder meetings to obtain additional input and feedback on services. All stakeholder groups are in full support of the Annual Update and the strategies to maintain services.

Stakeholders and Meaningful Input

Several different stakeholders were involved in the CPP process and input was obtained through a variety of ways including stakeholder focus groups, surveys, key informant interviews, and partner meetings. Input was obtained from clients who utilize services at the Wellness Centers, including the homeless population. The Wellness Centers are consumer-run programs where adults come together, facilitate classes, attend activities, and have a formal meeting at least once per month. Through these regularly scheduled meetings, ICHHS-BH obtained input from clients on ideas for maintaining and enhancing the Wellness Centers in both Bishop and Lone Pine. These meetings are attended in Bishop by consumers including consumers who are homeless; consumers who are older adults; consumers who are transition age youth. In Lone Pine, the stakeholder group consists of persons who have been homeless as well as adults and adults with children.

The Annual Update built upon the information obtained during the planning process for the most recent Three-Year Program and Expenditure Plan, which included collecting 160 surveys on access, community concerns, and mental health needs. The CPP for the Three-Year Plan also incorporated interviews with key educational stakeholders, to better understand training needs, target populations, and issues around stigma.

In addition, the CPP included input from ongoing child and adult staff meetings in behavioral health services, as well as multidisciplinary partner meetings. The multiple agencies involved with children's services include Child Welfare, Juvenile Probation, Toiyabe Family Services, and the schools. The multiple agencies involved with adult services include Adult Protective Services, Employment and Eligibility, Probation, Law Enforcement and the hospitals.

LOCAL REVIEW PROCESS

30-Day Posting Period and Circulation Methods

This proposed MHSA FY 2019/2020 Annual Update and Evaluation Report has been posted for a 30-day public review and comment period from April 27, 2020- May 26, 2020. An electronic copy is available online on the Inyo County website (<http://www.inyocounty.us/MHSA>). Hard copies of the document are available in the Bishop Behavioral Health Clinic; Bishop Social Services office; Health and Human Services Administrative office; Health and Human Services, Lone Pine office; and at all county libraries, including the Bishop, Big Pine, Independence, Lone Pine, Furnace Creek, and Shoshone branches. In addition, a hard copy of the proposed MHSA FY 2019/2020 Annual Update has been distributed to all members of the Behavioral Health

Board; consumer groups; staff; Wellness Centers (Bishop and Lone Pine); and partner agencies. The Annual Update is also available to stakeholders upon request.

Public Hearing Information

A public hearing for the Annual Update review and comments will be conducted on June 1, 2020 at 10 am. The meeting will be held virtually via zoom and if appropriate, at the Bishop Wellness Center at 586 Central St., Bishop, CA 93514.

Substantive Recommendations and Changes

Input on the MHSA FY 2019/2020 Annual Update will be reviewed and incorporated into the final document, as appropriate, prior to submitting to the County Board of Supervisors and the California Mental Health Services Oversight and Accountability Commission (MHSOAC).

COMMUNITY SERVICES AND SUPPORTS COMPONENT

CSS Program Description, Data, and Outcomes

The MHSA CSS System Transformation program provides services to all ages [children (ages 0-17); Transition Age Youth (ages 16-25); adults (ages 18-59); older adults (ages 60+)]; all genders; and all races/ethnicities. The strategies are part of the larger system/continuum of care. ICHHS-BH offers a “whatever it takes” service approach in helping individuals achieve their goals. This approach has allowed the transformative flexibility to meet the person “where they are.” Services for all populations help reduce ethnic disparities; offer peer support; and promote values-driven, evidence-based practices to address each individual’s unique needs and mental health. These services emphasize the principles of empowerment, self-determination, wellness, recovery, and resiliency and offer integrated services for clients of all ages and their families.

Services are delivered in a timely manner and are sensitive to the cultural needs of each individual. The Wellness Centers are often the first “accepted door” into the system of care by persons who do not recognize that they have a mental illness. It is critical that the wellness centers are centrally- located within the community in a comfortable setting. ICHHS-BH bilingual workers provide targeted outreach to the Latino population both within the schools and the community settings to build trust and to offer support in the Wellness Centers.

a. Full Service Partnership Program and Wellness Centers

This CSS Program includes comprehensive assessment services, including a strengths assessment approach; personal recovery planning; case management services; individual and group mental health services; crisis services; peer-led self-help/support groups; education and employment support; anti-stigma events; linkages to needed services; and housing support.

Our Adult and Older Adult Wellness Centers (located in Bishop and Lone Pine) provide adults and older adults with necessary services and supports in a welcoming environment. Often persons who are homeless will be guided by partners or even community members to come to the wellness centers for support. In the last year, we have served a number of adults who identified as “homeless.” Several persons have reported that they had been steered to the wellness centers by the local church, law enforcement, social services, or the hospital. We have also received calls from these partners letting us know about persons they have referred to the wellness center or persons for whom they have concerns. During times of more extreme hot or cold or otherwise inclement weather, persons are especially engaged at the wellness centers. We will often extend the hours of the wellness centers through the lunch hour to make sure that persons have a cool/warm place to be. On occasion, we have linked persons to temporary shelter provided by the Salvation Army or have provided temporary shelter in the local hotels. We have also successfully provided targeted outreach to several persons and have engaged with them in the community, even if they are initially unwilling to come even to the wellness centers. Wellness center workers have patiently and persistently provided outreach over time to build trust with persons who have been very distrustful and distressed in their illness. Implementing a strengths model, we are taking more of services out into the field, using the community as a resource. We have become aware of persons with mental illness who have ended up incarcerated often due to a combination of mental illness and substance abuse. We have used the wellness

centers as a place to connect as they re-enter the community. This can mean offering an array of services including assistance with housing, employment, and physical healthcare including linkage to medication assisted treatment (MAT). At times, persons also need transitional living as they re-enter the community and are able to benefit from a combination of supports to meet their needs.

We provided ongoing peer-facilitated groups at the wellness center in Bishop, including Addiction and Recovery, Journaling, Art, Nutrition, Blanket-making, and Wellness Walking. We also provide groups such as GED, smoking cessation, gardening, and “Positive Affirmations” to persons at the wellness center facilitated by Behavioral Health staff members. Stakeholders groups were also held monthly to ensure consumer input.

Shower and kitchen facilities are available at both the Lone Pine and the Bishop site, with laundry services also available in Bishop. These facilities expand the scope of available services. Consumers also take an active part in providing welcoming, sign in and phone support for the wellness center as well as providing help with cleaning and light maintenance. Consumers have been able to develop work skills through their involvement at the wellness center. The development of these skills has led to employment opportunities for a few of the consumers. Consumers are also able to earn incentive cards as well as to develop a sense of ownership and pride in the facility. A small group of consumers who choose homelessness find socialization and support at the wellness centers. In addition, as we implement the Strengths Model, we will look for opportunities to use the Strengths Assessments and Personal Recovery Plan to encourage consumers to work on self-identified goals and aspirations based on their own strengths. In this model, there is an opportunity join consumer in re-discovery and re-claiming of their lives.

Another important component of the CSS plan is in the provision of respite and transitional housing for Full Service Partners (FSPs) as needed. We continue to purchase four (4) beds at Progress House, an Adult Residential Facility. We have used these beds for persons with severe mental illness who are transitioning out of acute care, incarceration or who are homeless. We have provided transition services for four transition age youth/young adults with severe mental illness who had spent time incarcerated in our local jail and have spent time in homelessness. In addition, we have served persons who are living within the community who need a respite due to a mental health crisis. We have been able to keep persons within our community and to assist them to successfully transition back into the community through this strategy. We have provided respite stays multiple persons, including veterans. In addition to mental illness, many of the persons served in this way have evidenced co-occurring addiction issues, may have been veterans or at least spent some time in the military, and/or may have had experienced significant adverse childhood events.

As a continued effort to focus on work/volunteer experience to increase transition readiness, consumers contribute to providing reception services at the wellness center sites. A handful of consumers have participated in providing welcoming and one consumer has now functioned in this role on a more long-term basis, showing skills to become a peer supporter. We worked with our partners in the HHS Prevention programs to identify events that needed some volunteer assistance including health fairs, community runs and other community events. In addition, we

looked at ways to employ peers to support improvement projects at Progress House and to accompany residents on medical visits. We continue to look for ways to increase the effectiveness of this strategy through the implementation of recovery principles.

We have expanded this strategy through a combination of funds, including funds received under the Mental Health Block Grant (MHBG), MediCal matching fund where appropriate as well as the MHSA funds. We will continue to use a social worker working out of the Employment and Eligibility division to assist with these services. The social worker will educate persons who receive social security benefits or general assistance about the opportunities to be involved in work experience. He will identify ways to assist with minimizing the impact of symptoms by helping to identify strengths, best work environments, and need for accommodation. He will also provide support for employees and education of employers. He will also make consumers aware of housing opportunities and will assist in identifying resources to aid in obtaining a stable living environment.

Full Service Partners (FSPs)

We spend an average cost of around \$20,000 per FSP. FSPs receive a combination of intensive services that might include transitional living at Progress House, participation in the Wellness Center array of services, coordination with health care needs and a variety of “whatever it takes” to address behavioral health needs. Our FSP’s have identified as homeless, veterans, Adults or Older Adults, Caucasian, Latinx and Native American.

Unduplicated Wellness Center Visitors per month

The highest number of visits occurs in the winter months and is linked with inclement weather. During these months, visitors come to the Wellness Center on a daily basis. The lowest number occurred when the Wellness Center reduced hours for re-tooling of the program offerings. There were an additional handful of visitors per month in Lone Pine.

b. CSS Outreach and Engagement Activities

We continue to offer Latino Outreach through both the wellness center sites and within the community. A contracted bilingual therapist, also employed by the schools, provides mental health services to Latino youth and their families. These youth and families may be hesitant to come into the traditional clinic especially if there are immigration issues. The therapist treats anxiety and depression related to trauma issue as well as provides family support.

A specific strategy has been needed to address the needs of our isolated southeastern area of the County, the Death Valley area, closer to Nevada population centers than to Inyo towns. While there was a contract with a mental health provider in Pahrump, few persons are willing or able to engage in this service. A limited amount of telemedicine is also available for persons engaged in services. A strategy of using a Mental Health Nurse to outreach and engage with persons with mental illness in this part of the county has been most useful. The Nurse has provided services to several isolated older adults who live in this community as well as checking in with adults or youth and family who have been identified with mental illness. Persons often evidence co-

occurring addiction issues as well as related health conditions. The Nurse also participates in a bi-monthly community potluck that serves to connect with residents effectively. The Nurse has further been trained as a certified Mental Health First Aid trainer and has scheduled to provide this training for interested persons in the community. We provided ongoing outreach and engagement within their homes plus additional participants received outreach as part of the bimonthly community dinner that is attended by the Outreach Nurse.

c. General System Development Program

CSS continues to provide the opportunity to develop our service delivery model and build transformational programs and services. As in past years, staff and consumers have worked together to build a community service program to give back to the community and reduce stigma. Consumers have conducted multiple food drives, assisted with relief efforts for fire victims, helped with park clean-up, visited older adults in a skilled nursing facility, volunteered for community events, and made blankets for the Hospice program. In addition, multiple consumers volunteer at the local Salvation Army and several more are involved in seasonal bell-ringing. These “stigma-busting” activities have allowed consumers to gain skills, meet new people, and cultivate a positive presence in the community.

CSS Program Challenges and Mitigation Efforts

Fiscal year 18/19 was a time of change for the CSS wellness center strategies. In December 2018 the MHSA Wellness Center Manager retired. She had been with the program since its inception and had been dedicated to guiding the Wellness Centers using peer voice and choice. During a four month gap in leadership, the wellness center staff was challenged to continue to provide wellness center oversight as well as implementing the Strengths model case management to engage persons with complex care needs, including homelessness. A new MHSA Coordinator stepped into the position in April and brought expertise in the use of the Strengths model and began evaluating further implementation of this model in our community.

As a CSS program, we are also challenged to move from peer volunteers to employment of peers. While we have identified a small number of viable candidates, we have continued to struggle with how best to move persons into the county workforce positions. We will continue to look for ways to accomplish this, including through employment through Community Based Organizations.

A further challenge continues to be the prominence of substance use and co-occurring disorders in our persons who attend the wellness centers and who may be chronically homeless. In combination with a significant housing shortage, it has been difficult to identify permanent housing options. While we can provide assistance during the day and more temporary housing options, we will continue to prioritize more long term options as part of a county-wide effort to address the issues.

Finally an area of continued concern is in assistance to the transition population of persons with severe mental illness from adult to older adult and the definition of “older adult” imposed on this age group (over 59). We have been successful in helping to address some of the health conditions of adults through coordinated care but continue to struggle to find an adequate

number of appropriate living situations for adults over 60 who continue to need residential support. We work closely with partners in Aging services to access housing and other support and to problem-solve around specific needs.

Significant CSS Program Changes anticipated in FY 2019/2020

While no significant changes to CSS are anticipated in this fiscal year, we will continue to look for collaborative opportunities through No Place Like Home (NPLH) and other community strategies to address the issues of homelessness and the need for complex care strategies tailored to our community.

PREVENTION AND EARLY INTERVENTION COMPONENT

PEI funding categories include Prevention, Early Intervention, Outreach, Access/Linkage, Stigma Reduction, and Suicide Prevention.

PEI Program Descriptions, Data, and Outcomes

A. Prevention Programs

1. Friendly Visitor / Elder Outreach Program: Our community has a large proportion of seniors. This PEI program has been helpful at identifying at-risk seniors who begin to exhibit signs of depression, prescription drug abuse, isolation, and other conditions related to the aging population. This Older Adult PEI Program has provided outreach and engagement, early mental health screening, and prevention services to older adults who had been receiving services in the community and through county resources. This program also trains agency partners to recognize the signs and symptoms of mental illness in older adults.

The Elder strategies consist of two related components along the continuum from prevention to early intervention with seniors:

- a) The FV program has been implemented to provide prevention services to isolated seniors who have evidenced symptoms of depression and are living alone in the community. We have funded two part-time Program Services Assistants, one in the northern part of the county and one in the southern part of the county. The meal delivery staff identify seniors who evidence symptoms of depression and/or anxiety and who might benefit from a visitor. The visitor, who may also be a senior, develops a plan with the senior to address the depression and prevent further exacerbation of symptoms.

In 18/19, the program provided services to around 16 seniors at a cost of approximately \$2890 per person served. A total of approximately 431 visits were provided with 38% of these hours provided in southeast county, our most underserved areas of the County. A PHQ2 is used as an initial screen with a PHQ9 used to follow up on those found to be “at risk” from the PHQ2 responses. As might be expected, complex medical issues, including pain, fatigue, and insomnia were reported by a majority of participants.

- b) The PEI also partially funds a mental health nurse to provide screening, referral and linkage, and support services to prevent the exacerbation of mental health conditions. The program, utilizing a Behavioral Health Nurse, offers comprehensive assessment services to those older adults at risk of developing mental health problems that may interfere with their ability to remain independent in the community. The Nurse then links these individuals to resources within the community, including County Behavioral Health services. This program offers service alternatives for older adults who have

been unserved and underserved in this community. Services are voluntary and client-directed, strength-based, employ wellness and recovery principles, address both immediate and long-term needs of program members, and are delivered in a timely manner that is sensitive to the cultural needs of the population served. The role of the Behavioral Health Nurse is first to provide the initial assessment to potential candidates for prevention services such as the Friendly Visitor Program or Healthy Ideas. A member of the Adult Services team will further involve the Behavioral Health Nurse when intervention may be warranted, especially if any suicidal ideation is noted.

The Behavioral Health Nurse collaborates closely with other agencies that provide services to this population, including In-Home Supportive Services, Adult Protective Services, Eastern Sierra Area Agency on Aging, local physicians, Public Health, nursing homes, home health agencies, and the home delivery meals program. All agencies receive training to help them recognize signs and symptoms of mental illness in older adults.

The Behavioral Health Nurse also provides services to older adults in community settings that are the natural gathering places for older adults, such as our Senior Center sites in the community sites of Bishop, Big Pine, Independence, Lone Pine, and Tecopa. Older adults who need additional services are referred to a Friendly Visitor or to Behavioral Health for ongoing treatment, as appropriate.

In the past year, outreach visits were made to 5 older adults. This strategy again targets the more isolated parts of the county. One Native American and one Hispanic older adult have been served with the remainder being Caucasian. PEI funding also has allowed us to provide care coordination/case management as additional support to the Older Adult PEI program.

B. Early Intervention Programs

2. Parent-Child Interaction Therapy (PCIT) Community Collaboration: PCIT is an evidence-based practice which utilizes a specially equipped treatment room to train parents in parenting and behavioral management skills. PCIT provides families with very direct and individualized parenting skills that are developed through a process in which parents receive instruction through an earpiece that is linked to a therapist/intern. The therapist/intern, from behind a one-way mirror, observes interactions between the parent and child, adult coaches the development of relationship enhancement techniques, and gives behavioral interventions for how to respond to difficult parent/child situations. Each training session lasts about 1 hour; occurs for approximately 15-20 weekly visits; and shows very strong outcomes for both parents and children. Staff may provide in-home support to generalize the skills learned in the home setting, including replacement skills.

PCIT focuses on promoting positive parent-child relationships and interactions, while teaching parents effective parenting skills. PCIT has been shown to be an effective treatment program for children ages 2-7 years. This program has been adapted as an intervention for many different types of families (child welfare population, at-risk families, adoptive families, foster families, and other languages including Spanish).

PCIT is a highly effective program and the families show improved outcomes because of this intensive parenting program. In addition, the children and their siblings show improved behavior (positive social interactions, following directions, reduction in acting out behavior) as a result of the program.

We have kept the program going by hiring a retired annuitant in the specific role of providing PCIT training and supervision to our Child and Family staff as well as interested partners. We have served 7 additional families with this intervention. The approximate cost per family served under PCIT is around \$2000.

We propose to continue the contract with the certified trainer in 19/20 in order to maintain PCIT services.

3. Families Intensive Response Strengthening Team (FIRST): In 18/19 we used PEI funds to support families participating in the FIRST program. As part of our overall ICHHS Children's System of Care, the FIRST program employs a wraparound model in working with families with youth at risk of placement in a high level of out of home placement as well as families in need of intensive services as a means of building protective factors. This approach allowed us to include an intervention strategy for our work with "at risk" families and we are able to strengthen these families using a child/family team model. Our team consists of a supervisor who had worked extensively in a drug court program who could lead the team encouraging home-based support, a Parent Partner, a Social worker and two HHS Specialists. We also pull in resources from the Behavioral Health Child and Family program, our Substance Use Disorder program; First Five program as well as other agencies to intensively support the families. As the result of this expansion, we have served families with younger children. We are continuing to look for ways to expand the successful wraparound and home-based services as we plan to more fully implement the Continuum of Care Reform. Due to the blended funding strategy, we served 17 families under the FIRST strategy. A majority of the families were from the north part of the county but there was also representation from southern Inyo. The families were American Indian, Caucasian and Latinx. The MHSA portion of the costs was \$328,500 for an approximate cost of \$21,900 per family.

Outcomes

Outcomes were collected via a tool measuring protective factors that includes Child Development, Parenting Knowledge, Concrete Resources, Parent Resilience, and Social Connections. The greatest category of protective factors increase was Parent Resilience, increasing by an average of 9 points or 18%. Of the families who graduated from FIRST, the average protective factor increase

was 67 points or almost 30%. Of the families who terminated early from FIRST, the average total protective factor increase was 14 points or 6%. Our greatest family decrease was -18 points for a family still in the program. We often see this decrease early on as the family becomes more open to reporting their challenges. Our greatest family increase was 97 points.

For FY 19/20 we have proposed to continue to fund the FIRST program at the current level to ensure staffing capacity. We will continue to evaluate whether this program could be restructured to provide billable services with licensed clinician supervision and oversight.

4. School-Based Early Intervention – North Star Counseling: In FY18/19 we proposed funding additional school-based services through North Star Counseling. North Star had been a provider for around 5 years and had been reorganized to come under the supervision of Inyo County Superintendent of Schools during the end of the 17/18 school year. It is the sole source of low cost/no cost school-based early intervention counseling services in the schools in Inyo County. Only two of the six very small school districts in Inyo have any school counselors in the schools at all. Inyo HHS-BH provides some school-based services for youth who meet medical necessity for MediCal EPSDT but there was an expressed need for early intervention services as well as other types of PEI services for other students who do not fit these criteria. Using a two year contract, the PEI funds were used to partially support these expanded school-based early intervention services for youth and families throughout the County. The program included individual and group counseling for students and families as well as projects targeting suicide prevention and stigma reduction for all school districts throughout the County. ICSOS North Star developed a work plan in conjunction with Behavioral Health. The funds were to be used for personnel costs, training, and project implementation and evaluation costs over two fiscal years.

During FY 18/19, we provided early intervention services and suicide prevention to students and teachers through the County. Approximately 60% of the FY 18/19 funds were expended. ICHHS-BH leadership met with ICOE staff to express concern regarding the model of employing practicum and intern status providers at North Star with distance supervision. It was proposed that PEI funds for 19/20 be designated to employ a licensed clinician to provide supervision and oversight in order to increase capacity. Further supervision and training opportunities were to be made available to North Star staff to support professional growth and address the complexity of cases even at the early intervention level.

C. Outreach Program

5. Latinx Outreach Program: In 18/19 we continued to use a Spanish-speaking Licensed Clinical Social Worker (LCSW) to provide outreach and prevention services to the underserved Latino population. The LCSW position again provided outreach to several community groups including to Team Inyo, a consortium of prevention programs and to several school events. As part of this strategy, a community survey was developed to look at the whether the Latino population was aware of mental health resources and to identify the places where this population may seek support. As a result of this survey, the LCSW provided a psychoeducational series of groups for Spanish-speaking women to increase level of support and to address issues of anxiety and trauma issues. This service has been offered at our clinic site over the past year.

In FY 19/20, we will continue to provide these outreach services and will look for additional strategies.

D. Stigma Reduction Program

6. CalMHSA Stigma Reduction Program: ICHHS-BH has participated in funding statewide stigma reduction through CalMHSA for events such as Directing Change and Each Mind Matters. In addition, we have addressed issues of stigma through consumer participation as volunteers in community events such as health fairs, “trunk or treat,” and fun runs. Wellness Center visitors and Progress House residents have also organized and participated in food drives for the local food banks. We again held two kite-flying events during Mental Health Awareness month in 2019.

In FY 19/20 we propose to increase consumer/ stakeholder involvement in planning efforts and expand events in connection with Mental Health Awareness.

E. Suicide Prevention Program

7. CalMHSA Suicide Prevention Program: ICHHS-BH has participated in funding statewide suicide prevention efforts through CalMHSA. We also continue to employ a retired annuitant to provide suicide prevention training in our jail and to our staff as part of crisis intervention. In addition, North Star counseling will provide suicide awareness using the ASSIST model.

PEI Program Challenges and Mitigation Efforts

Prevention Programs: As reported in earlier plans, we continue to struggle with challenges of finding appropriate transitional housing for older adults as they begin to evidence health challenges as well as mental illness. Moving forward, we continue to investigate housing alternatives and funding such as No Place Like Home that may offer opportunities to assist in funding housing for seniors with mental health and physical health challenges. In addition, we will continue to investigate the viability of using a regional approach to address residential or

other housing needs. We also continue to educate the community around the need for a community system of care solution to address this need.

Outreach and Early Intervention Programs: A continuing barrier for Inyo County is the small number of staff and the issues caused when staff vacancies occur. In a small county, all vacancies are “key” and have an impact on service delivery and strategy implementation. We were able to hire our previously certified trainer in PCIT to provide training and supervision in PCIT to interns and HHS Specialists as well as persons in the FIRST program and others from partner agencies. This approach will continue to be used to mitigate the loss of the strategy due to staff turnover.

Significant PEI Program Changes anticipated in FY 2019/2020

No significant changes are anticipated in FY 19/20.

INNOVATION COMPONENT

INN Project Description, Data, and Outcomes

A. Community Care Collaboration Project

Our original Inyo County Community Care Collaborative (CCC) innovation plan was implemented to improve coordination of care with primary health care services for adults, ages 18 and older, with a serious mental illness. Persons with a serious mental illness are more likely to have chronic health conditions, and have shortened life spans by up to 25 years, compared to the general population. Increasing access to and coordination with primary care services for our clients with a serious mental illness is a high priority for ICHHS-BH. By coordinating and co-locating health and mental health services, we were able to improve outcomes for our clients and improve access to primary care services. In essence, we were able to create a health home for individuals that included enhanced care coordination and aspects of whole person care.

The Innovation Project funding supported the development of a CCC Team by partially funding one full-time Behavioral Health Nurse position (1.0 FTE) to coordinate and integrate health and wellness activities for behavioral health clients and partially funded a full-time Administrative Analyst position to collect, track, and analyze outcome data based on a quality improvement model. The CCC team also included HHS Specialists who encouraged and supported wellness through assistance with housing, benefits, and the development of a strengths model plan to identify goals and aspirations.

While all new consumers are encouraged to access to primary care, the target population were behavioral health consumers with serious health conditions who were actively enrolled and receiving services at the Northern Inyo Hospital Rural Health Clinic (NIHRHC). We currently coordinate care for approximately 70 individuals to improve health outcomes.

The Coordinated Care Collaborative was designed to address the following:

- Identified individuals with a severe mental illness and complex care issue who did not have an identified primary care physician, or did not routinely use primary care services, and linked them to the appropriate provider/health clinic/healer/alternative health care in the community.
Outcome: It is now part of our admission process to assess whether each person has a primary care physician and to link that person with care if it is not in place. As a result of these efforts, nearly all admitted persons have primary care services.
- Collected basic health information, including lab work, on individuals to help understand each person's current health indicators. Staff work with the individual to understand their health indicators (e.g., height, weight, body mass index, A1c and other risks for diabetes, carbon monoxide monitor results, hypertension/blood

pressure, cholesterol, and lung functioning). These health indicators are used to inform both the individual and staff on high risk health factors, and allow them to work together with the health clinic to identify goals on improving their health and wellness.

- Participating clients allowed for the reconciliation of medications between ICHHS-BH and NIHRHC. A work flow was tested and developed to allow for the sharing of this information between the two entities to best coordinate the medication needs. Outcome: This work flow was overly cumbersome and included faxing of documents between providers. We continue to look for more streamlined ways to communicate as this is very personnel intensive. We now gain more information over the phone and enter the information in the electronic health record whenever possible.
- Clients and staff worked together to develop health and wellness activities to support clients to improve their health. These activities included developing walking groups, nutrition and cooking groups, and mindfulness. There has also been smoking cessation groups offered at the Bishop Wellness Center. Wellness information is also offered to CCC clients, to provide support and information to help individuals make healthy choices. These activities help the team provide supportive services which will lead to positive outcomes.
- Peer Support has been recognized to be an important component of the coordinated care approach. We trained peer supporters to assist with health goals and to accompany consumers to medical appointments to provide support and another “listening ear.” We have struggled to maintain a peer in this role. Over the last year, we began implementation of Common Ground to provide peer support for communication with the providers around personal medicine.

The original project has become part of our overall system of care and in the last two years, the Coordinated Care project has been spread to the jail/re-entry population.

Inyo County HHS under our Public Health Division has been responsible for the provision of jail health services in the Inyo County Jail. ICHHS-BH had always provided a minimal level of BH services in the jail, mostly to connect persons with substance use disorder treatment and to address mental health crisis. As such, ICHHS-BH has been more aware of the treatment and re-entry needs of the inmates. With the advent of AB109 and the Stepping Up Initiative, we were positioned to look at the high percentage of persons with a mental health condition within our jail. We began to serve persons in the jail who evidence mental health conditions as well as health conditions and to focus on the specific needs of persons with severe mental illness in transitioning back into the community. We track all persons who are receiving psychotropic medication to treat a mental health condition or who have been identified as needing this type of treatment. Our tracking of the number of persons on psychotropic medication

proportionate to the total number of inmate population suggests that 25%-34% of inmates have a mental health condition, often in conjunction with a substance use disorder.

We continued weekly care coordination meetings with a Behavioral Health nurse, the Corrections Nurse, a Behavioral Health Counselor, the Re-entry Coordinator, and the Deputy HHS Director of the Behavioral Health Division. A coordination plan was discussed for each inmate and the team would make sure that there was ongoing care coordination between the Psychiatrist and the Health Officer and that communication was maintained. The Behavioral Counselor provided outreach and engagement and makes a recommendation for continued services. The Re-Entry Coordinator looked at ongoing needs in the community such as housing, employment, and access to benefits such as Medi-Cal.

A majority of persons in this population have co-occurring substance abuse disorders and several of these persons have health conditions as a result. Most of the persons in this population have not received any consistent primary care or behavioral health treatment. The goal of this coordination was not only to treat and stabilize mental health and health conditions during incarceration but also to support the continued treatment during re-entry back into the community. In FY 18/19, the Corrections Nurse provided medication to the inmates upon release or made arrangements for persons to connect with Behavioral Health for ongoing services and/or to their primary care physician for treatment of ongoing medical conditions. In FY 18/19, persons with severe mental health symptoms accessed transition services at Progress House. Additional persons received assistance to link with further health care including persons who were linked for intensive case management and medication services, other persons who were referred to Toiyabe Indian Health Services and some who were linked to physical health care for complex medical issues. Another addition in FY 18/19 was implementation of a medication assisted treatment (MAT) through our NIHRHC and the emergency department. This service became available for persons as they re-entered the community and finally, has also been started with persons in the jail.

Our CCC project, partially funded by INN funds, represents Inyo's success in implementing Coordinated Care, in two different setting in our community. The CCC will continue in both our clinic and our jail/re-entry settings. This type of Coordinated Care allows for further integration of behavioral health and physical health care while also continuing our commitment to the recovery principles fundamental to a transformed system.

The collection of outcome data continues to be a challenge due to difficulties in data sharing across our systems. The best scenario would include an electronic health record that could be shared without duplicate entry between our behavioral health and physical health system. While with consent, we are able to coordinate much of our care through phone contact and faxed record sharing, it is not efficient at this time.

- B. INN Funds Reversion Plan:** An Innovation reversion plan was submitted and approved by the Oversight and Accountability Commission in accordance with AB114 and began on 1-1-2019. This plan was submitted as part of the Cohort Two for the Innovations Technology Suite. Inyo County was not able to move forward with this project as we did not have adequate staffing capacity to support the plan. We decided to “fail fast” in order to avoid further costs. We withdrew from the project on June 30, 2019 and will hold off on the identification of a new project at this time.
- C. Verification of Reversion Amount:** This reversion amount will be clarified in discussion with the MHSOAC.

WORKFORCE EDUCATION AND TRAINING COMPONENT

The initial Workforce Education and Training (WET) funds were fully and successfully expended in FY 17/18.

In FY 18/19, we transferred approximately \$7,600 to complete the implementation of the strengths model to include training of our Residential Caregiver staff at Progress House.

In FY 19/20, we do not plan to transfer funds to WET, but will revisit capacity building for midlevel providers as well as development of peer support in our next three year plan.

CAPITAL FACILITIES & TECHNOLOGICAL NEEDS COMPONENT

The initial Capital Facilities/Technological Needs (CFTN) projects have been fully and successfully implemented.

No money was transferred in FY 18/19, although we had considered purchase of our Lone Pine Wellness Center site. This purchase may be addressed in the next MHSA Three-Year Plan.

In FY 19/20, we propose to transfer funds into TN to begin taking steps toward the upgrade of the Cerner Anasazi product to the proposed Millennium product that will increase capacity for a more fully integrated electronic health record.

PRUDENT RESERVE

By the end of FY 19/20, we propose to transfer funds from the Prudent Reserve into CSS as required by the Prudent Reserve Assessment that was submitted to the state in June 2019.

MHSA FY 19/20 BUDGET DOCUMENTS – FINAL

See the next pages for the final MHSA FY 19/20 Budget documents.

**FY 2019/2020 Mental Health Services Act Annual Update
Funding Summary**

County: Inyo

Date: 4/27/20

	MHSA Funding					
	A	B	C	D	E	F
All MHSA funds are managed via "first in, first out." Older funds will be expended first.	Community Services and Supports	Prevention and Early Intervention	Innovation	Workforce Education and Training	Capital Facilities and Technological Needs	Prudent Reserve
A. Estimated FY 2019/2020 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	\$ 2,137,264	\$ 47,005				
2. Estimated New FY 2019/2020 Funding	1,464,505	366,126	96,349			
3. Transfer in FY 2019/2020 ^{a/}	\$ (57,102)				\$ 57,102	\$ -
4. Access Local Prudent Reserve in FY 2019/2020	\$ 252,209					\$ (252,209)
5. Estimated Available Funding for FY 2019/2020	\$ 3,796,876	\$ 413,131	\$ 96,349		\$ 57,102	
B. Estimated FY 2019/2020 MHSA Expenditures^{b/}	\$ 1,389,395	\$ 409,606	\$ 26,000		\$ 57,102	
C. Estimated FY 2019/2020 Unspent Fund Balance	\$ 2,407,481	\$ 3,526	\$ 70,349		\$ -	

D. Estimated Local Prudent Reserve Balance	
1. Estimated Local Prudent Reserve Balance on June 30, 2019	\$ 668,926
2. Contributions to the Local Prudent Reserve in FY 2019/2020	
3. Distributions from the Local Prudent Reserve in FY 2019/2020	\$ (252,209)
4. Estimated Local Prudent Reserve Balance on June 30, 2020	\$ 416,717

a/ Pursuant to Welfare and Institutions Code Section 5892(b), Counties may use a portion of their CSS funds for WET, CFTN, and the Local Prudent Reserve. The total amount of CSS funding used for this purpose shall not exceed 20% of the total average amount of funds allocated to that County for the previous five years.

b/ All MHSA funds are spent via "first in, first out."

**FY 2019/2020 Mental Health Services Act Annual Update
Community Services and Supports (CSS) Funding**

County: Inyo

Date: 4/22/20

	Fiscal Year 2019/2020					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CSS Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
All MHPA funds are managed via "first in, first out." Older funds will be expended first.						
FSP Programs						
1. CSS System Transformation (FSP)	\$ 982,176	\$ 982,176				
2.						
3.						
4.						
5.						
Non-FSP Programs						
6. General System Development	\$ 279,038	\$ 279,038				
7. Outreach and Engagement	\$ 69,759	\$ 69,759				
8.						
9.						
10.						
CSS Administration	\$ 58,422	58,422				
CSS MHPA Housing Program Assigned Funds						
Total CSS Program Estimated Expenditures	\$ 1,389,395	\$ 1,389,395	\$ -	\$ -	\$ -	\$ -
FSP Programs as Percent of Total	70.7%					

**FY 2019/2020 Mental Health Services Act Annual Update
Prevention and Early Intervention (PEI) Funding**

County: Inyo

Date: 4/22/20

	Fiscal Year 2019/2020					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated PEI Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
All MHSA funds are managed via "first in, first out." Older funds will be expended first.						
PEI Programs <i>Note type of program: Prevention (P); Early Intervention (EI); Outreach (O); Access (A); Stigma Reduction (SR); Suicide Prevention (SP)</i>						
1. Friendly Visitor & Elder Outreach (P/O)	\$ 50,000	\$ 50,000				
2. PCIT Community Collaboration (EI)	\$ 15,000	\$ 15,000				
3. FIRST/Wraparound (EI)	\$ 250,000	\$ 250,000				
4. North Star Counseling (EI)	\$ 55,000	\$ 55,000				
5. Latinx PEI Program (O/SR)	\$ 15,000	\$ 15,000				
PEI Administration	\$ 14,606	\$ 14,606				
PEI Assigned Funds (CalMHSA Projects)	\$ 10,000	\$ 10,000				
Total PEI Program Estimated Expenditures	\$ 409,606	\$ 409,606				

**FY 2019/2020 Mental Health Services Act Annual Update
Innovations (INN) Funding**

County: Inyo

Date: 4/17/20

	Fiscal Year 2019/2020					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated INN Funding	Estimated Medi- Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
All MHSA funds are managed via "first in, first out." Older funds will be expended first.						
INN Program						
1. Tech Suite (Final Year)	\$ 26,000	\$ 26,000				
INN Administration						
Total INN Program Estimated Expenditures	\$ 26,000	\$ 26,000				

**FY 2019/2020 Mental Health Services Act Annual Update
Workforce, Education and Training (WET) Funding**

County: Inyo

Date: 4/17/20

	Fiscal Year 2019/2020					
	A	B	C	D	E	F
All MHSA funds are managed via "first in, first out." Older funds will be expended first.	Estimated Total Mental Health Expenditures	Estimated WET Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
WET Programs <i>No WET programs at this time</i>						
WET Administration						
Total WET Program Estimated Expenditures						

**FY 2019/2020 Mental Health Services Act Annual Update
Capital Facilities/Technological Needs (CFTN) Funding**

County: Inyo

Date: 4/27/20

	Fiscal Year 2019/2020					
	A	B	C	D	E	F
All MHSA funds are managed via "first in, first out." Older funds will be expended first.	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
CFTN Programs <i>Note type of program: Capital Facilities (CF) or Technological Needs (TN)</i>						
1. Electronic Health Record IT Upgrade (TN)	\$ 57,102	\$ 57,102				
CFTN Administration						
Total CFTN Program Estimated Expenditures	\$ 57,102	\$ 57,102				



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: June 2, 2020

FROM: Melissa Best-Baker

SUBJECT: Approve the payment to California Department of Health Care Services (DHCS) for Fiscal Year 16/17 Substance Abuse Prevention and Treatment Block Grant (SABG)

RECOMMENDED ACTION:

Request Board authorize the payment of \$97,746.02 to the California Department of Health Care Service for recoupment of Fiscal Year 2016-2017 Substance Abuse Block Grant funds.

SUMMARY/JUSTIFICATION:

In FY 16/17, Department of Health Care Services (DHCS) advanced the full allocation of Substance Abuse Block Grant (SABG) monies. In September 2019, we received notification that DHCS had finished the cost report reconciliation of FY 16/17 and determined that we had not spent \$96,746.02 of the SABG funds during the identified fiscal year. The unused advanced monies had been used to cover costs during the following fiscal year (17/18) as SABG payments were slow in being received. Following notification that monies were owed, we contacted DHCS and worked with them to repay these funds once we received full payment for FY 18/19 and Q1 payment for this fiscal year, as DHCS was significantly delayed in forwarding payments for those periods. We have since received those payments and are requesting your Board approve paying the invoice for the recoupment of SABG funds and bring our obligation current.

BACKGROUND/HISTORY OF BOARD ACTIONS:

None

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the payment and leave us out of compliance with paying our recoupment for this program.

OTHER AGENCY INVOLVEMENT:

California Department of Health Care Services

FINANCING:

Federal SABG funds. This is paid out of SUD (045315) object code Professional Services (5265).

ATTACHMENTS:

APPROVALS:

Melissa Best-Baker
Darcy Ellis
Marilyn Mann
Amy Shepherd
Melissa Best-Baker
Rhiannon Baker
Marilyn Mann

Created/Initiated - 5/14/2020
Approved - 5/15/2020
Approved - 5/15/2020
Approved - 5/15/2020
Approved - 5/15/2020
Approved - 5/18/2020
Final Approval - 5/19/2020



County of Inyo



Health & Human Services - Health/Prevention

CONSENT - ACTION REQUIRED

MEETING: June 2, 2020

FROM: Rhiannon Baker

SUBJECT: Contract between County of Inyo Department of Health and Human Services and the San Bernardino County Department of Public Health

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and the San Bernardino County Department of Public Health for the provision of laboratory testing services for human infectious diseases of public health for the period of June 2, 2020 through September 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign two copies of the contract, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Inyo County, like most other small counties, does not operate a public health laboratory at the local level. The limited amount of clinical services that are provided by the Inyo County HHS Public Health office can be reasonably managed through private laboratories, and/or via referrals to laboratory services provided at area hospitals. Occasionally, lab specimens for diagnosing uncommon diseases, for example, zika virus, may be processed by the California Department of Public Health Viral and Ricketesial Disease laboratory in the Bay Area, when requested by the Health Officer.

As the COVID-19 pandemic has evolved and advanced in its severity, Inyo County HHS Public Health has initiated planning for the likelihood that we, in coordination with local hospitals, will be increasing the capacity to test for COVID-19. Establishing an agreement with a public health laboratory that is near Inyo County can help ensure additional lab capacity to support the expanded testing, in addition to continuing to use local hospital and commercial laboratory resources. Inyo County's regional Public Health Lab is housed in San Bernardino and operated by San Bernardino Public Health, who will provide all equipment, materials, supplies, personnel, licenses, and permits to provide full service public health laboratory services related to communicable diseases and other conditions of public health importance, on blood, urine, and other body fluids.

The total dollar amount of this contract will be determined by the total number and nature of the requests made by Inyo County HHS Public Health. Inyo County will be invoiced monthly on a fee-for-service basis for testing services requested and completed. The contract will go into effect upon execution and expires on September 30, 2025.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract which would reduce local access to expanded lab capacity.

OTHER AGENCY INVOLVEMENT:

Northern Inyo Hospital, Southern Inyo Hospital, and potentially other healthcare facilities in Inyo County.

FINANCING:

Health Realignment and PHEP COVID Response funds. This contract will be paid out of the Health budget (045100) Professional Services (5265).

ATTACHMENTS:

1. Inyo County PH Laboratory Testing Agreement

APPROVALS:

Rhiannon Baker	Created/Initiated - 5/26/2020
Darcy Ellis	Approved - 5/26/2020
Anna Scott	Approved - 5/27/2020
Melissa Best-Baker	Approved - 5/27/2020
Marilyn Mann	Approved - 5/27/2020
Marshall Rudolph	Approved - 5/27/2020
Amy Shepherd	Approved - 5/27/2020
Marilyn Mann	Final Approval - 5/27/2020



Contract Number

SAP Number
Revenue Contract

Department of Public Health

Department Contract Representative Lisa Ordaz, HS Contracts
Telephone Number (909) 388-0222

Contractor Inyo County Department of Public Health
Contractor Representative Anna Scott
Telephone Number (760) 873-7868
Contract Term Upon execution – September 30, 2025
Original Contract Amount _____
Amendment Amount _____
Total Contract Amount _____
Cost Center 9300191000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (County) desires to provide laboratory testing services for human infectious diseases of public health importance; and

WHEREAS, the Contractor has the need of laboratory testing services for human infectious disease of public health importance; and

WHEREAS, the County operates a Public Health Laboratory suitable to provide such testing services; and

WHEREAS, it is of mutual benefit to the parties that the Public Health Laboratory provides testing services for Contractor;

NOW THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

TABLE OF CONTENTS

I. COUNTY RESPONSIBILITIES 3

II. CONTRACTOR RESPONSIBILITIES 3

III. PAYMENT OF FEES..... 4

IV. INDEMNIFICATION 4

V. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT 4

VI. CONFIDENTIALITY 5

VII. TERM AND TERMINATION5

VIII. GENERAL PROVISIONS5

IX. ATTORNEY’S FEES AND COSTS 6

X. CONCLUSION 7

ATTACHMENTS

- ATTACHMENT A – LABORATORY TEST REQUEST FORM**
- ATTACHMENT B – LABORATORY SUPPLIES REQUISITION**
- ATTACHMENT C – PUBLIC HEALTH LABORATORY TEST FEES**

I. COUNTY RESPONSIBILITIES

County shall:

- A. Provide all equipment, materials, supplies, personnel, licenses, and permits to provide full service public health laboratory services related to communicable diseases and other conditions of public health importance, on blood, urine, and other body fluids.
- B. Provide the Contractor with a current Specimen Collection Manual describing tests available, appropriate specimens for testing, specimen transportation criteria, critical values for each test, and expected test turnaround time.
- C. Provide most routine supplies necessary for collection of specimens free of charge. In most cases these supplies will be transported by Contractor's courier within one week of request.
- D. Perform the necessary medical laboratory tests, upon request of the Contractor's ordering physician, unless the specimen is unsatisfactory for testing.
 - In the event a specimen is unsatisfactory for testing, the Contractor will be notified within 24 hours by fax or phone. The unsatisfactory specimen will be held at the laboratory for one (1) week before disposal or returned to the Contractor at the Contractor's request. Contractor contact information must be on file or on the requisition.
- E. For some testing algorithms, initially positive tests will be confirmed with further tests. Additional charges may apply. If the submitting physician does not want confirmation or follow-up tests, this must be indicated on the original laboratory test request form, under "Submitter comments."
- F. Only be open during regular business hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. The lab is closed on weekends and County holidays.
- G. Ensure laboratory reports meet the following specifications:
 1. Computer printed on 8.5 by 11-inch paper.
 2. Faxed to the Contractor within one (1) business day of test completion.
 3. Results of tests from separate individuals will be on separate report forms.
 4. If sufficient sample exists, specimens shall be retained for at least ten (10) days after the results are reported, to allow for repeat or additional testing.
- H. Maintain, in effect at all times during the term of the Agreement, current licenses, certifications, and permits in accordance with Federal, State, and local government requirements as follows:
 1. Certified by the California Department of Public Health as a public health laboratory.
 2. Medicare certified laboratory with average proficiency at least 95%. A copy of the graded proficiency test results will be available on request.
 3. Current and valid Clinical Laboratory Improvement Amendments (CLIA) Certificate of Compliance, copy available on request.
- I. Provide technical support on an as needed basis.

II. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- A. Ensure all test request forms are filled out completely and legibly.
 1. "Laboratory Test Request Form" (Attachment A): All laboratory test requests must be submitted using this form for immunological evidence of infection from blood and cerebrospinal fluid (CSF) specimens and for isolation and/or identification of bacteria, fungi, parasites, or viruses.
 2. "Laboratory Supplies Requisition (Attachment B): This form is used to order supplies from the laboratory.

3. All laboratory forms can be found on the laboratory webpage <http://wp.sbcounty.gov/dph/programs/lab/>.
- B. Order supplies as needed: Use Laboratory Supplies Requisition form (Attachment B). This form can also be found on the laboratory webpage <http://wp.sbcounty.gov/dph/programs/lab/>. All orders may be mailed, faxed, or delivered to the Public Health Laboratory at the address below for delivery that week.
- Department of Public Health
Laboratory Receiving
150 E. Holt Blvd.
Ontario, CA 91761
Fax: (909) 986-3590
- C. Ensure specimens are correctly labeled, stored, and transported.
1. Contractor will obtain specimens using standard methods. Specimens will be obtained by the Contractor's personnel and transported by courier to the Public Health Laboratory for testing per the instructions in the Specimen Collection Manual. The Manual can be requested from the laboratory or found at:
<http://wp.sbcounty.gov/dph/programs/lab/>
 2. Contractor will arrange for timely transport of the specimens to the laboratory during regular business hours. Special arrangements will need to be made for delivery outside regular business hours.
 3. Test Reporting: Requests for copies of final reports must be submitted to the Public Health Laboratory office staff in writing.
- D. Contact the Public Health Laboratory office at (909) 458-9430, if additional information on patient test results is required.

III. PAYMENT OF FEES

- A. The total dollar amount of this Agreement will be determined by the total number and nature of the requests made by the Contractor to the County. There is no guaranteed maximum or minimum number of requests to be made under this Agreement.
- B. Contractor will be invoiced monthly on a fee-for-service basis for testing services requested and completed, based on fees established in "Public Health Laboratory Test Fees" (Attachment C). Contractor will be invoiced using the most current rates established by the County, updated July 1 of each year.
- C. Contractor shall remit payment to County within thirty (30) days of receipt of invoice from County.
- D. Specimens or cultures may be submitted to the California Department of Public Health (CDPH) Laboratory for follow-up testing at no additional cost.

IV. INDEMNIFICATION

Each party to this Agreement agrees to indemnify and hold harmless the other party and its officers, employees, agents, and volunteers from any and all claims or actions arising from the other party's acts, errors or omissions, and for any costs or expenses incurred by the party on account of any claim therefore.

V. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the California Confidentiality of Medical Information Act, the Information Practices Act and other statutes pertaining to the protection of health information, regulations have been promulgated governing the privacy of health information. Both Parties to this Agreement acknowledge that they are governed by these provisions and

agree to protect the information shared pursuant to this Agreement in conformity with the requirements of the applicable laws.

VI. CONFIDENTIALITY

County shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant. The County shall not use or disclose any identifying information for any other purpose other than carrying out the Public Health Laboratory's obligations under this Agreement, except as may be otherwise required by law. This provision will remain in force even after the termination of the Agreement.

VII. TERM AND TERMINATION

This Agreement is effective upon execution of both parties and expires September 30, 2025.

However, this Agreement may be terminated at any time, with or without cause, by either party after giving the other party thirty (30) days advance written notice of its intention to terminate. The Assistant Executive Officer for Human Services is authorized to exercise the County's rights with respect to any termination of this Agreement.

VIII. GENERAL PROVISIONS

A. When notices are required to be given pursuant to this agreement, the notices shall be in writing and mailed to the following respective addresses listed below:

Contractor: Inyo County Department of Public Health
207A West South Street
Bishop, CA 923514

County: County of San Bernardino
Department of Public Health Laboratory
150 East Holt Boulevard
Ontario, CA 91761

B. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C. No waiver of any of the provisions of the Agreement shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Agreement shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

D. Any alterations, variations, modifications, or waivers of provisions of the Agreement, unless specifically allowed in the Agreement, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Agreement. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

E. If any provision of the Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Agreement shall not be affected.

F. This Agreement shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the

exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Agreement, to the exclusion of all other federal and state courts.

- G. In the event of any dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- H. The parties under this Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall remain in full effect.
- I. In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this Agreement is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise proceed herein in connection with defense obligations by Contractor for County.
- J. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an agreement has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

IX. ATTORNEY'S FEES AND COSTS

In any legal action to enforce or declare any party's rights hereunder, each party, including the prevailing party, shall bear its own costs and attorneys' fees. This section shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under the indemnification requirement of this Agreement.

X. CONCLUSION

- A. This Agreement, consisting of seven (7) pages and Attachments A through C, is the full and complete document describing services to be rendered by County to Contractor, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Agreement affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has granted authorization to the Director of the Department of Public Health to subscribe to this Agreement, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

►

Department of Public Health Director

Dated: _____

Inyo County Department of Public Health
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Matt Kingsley
(Print or type name of person signing contract)

Title Chairman, Inyo County Board of Supervisors
(Print or Type)

Dated: _____

Address 207A West South Street
Bishop, CA 923514



Lab Use Only
Date/Time Received:

Laboratory Test Request Form

CLIA 05D0665059 - Laboratory Director Linda Ward
 Mon.throughFri.8 am to 5 pm—Phone(909)458-9430 | Fax(909)986-3590
 150 E Holt Blvd, Ontario, CA 91761

Submitter	Patient	Diagnosis Code
Agency Name: Address: Phone: Fax:	<i>Affix Printed Label if Available</i> Last Name: First Name: MI: Birthdate: Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Pregnant <input type="checkbox"/> Unknown	ICD-10: Specimen Collection
Requesting Physician <i>Provider Name and NPI # must be included</i> First Name: Last Name: NPI #: Address:	Address: City: Zip: Encounter #/Submitter Sample #: Patient Medical Record #:	Date Collected: Time Collected: ____: ____:

Lab Test Requested and Specimen Type Submitted			
Immunology	Molecular Biology	Microbiology	
HIV	STD NAAT	Enteric Culture	
<input type="checkbox"/> HIV Combo EIA <input type="checkbox"/> Red top blood <input type="checkbox"/> HIV Geenius <input type="checkbox"/> Serum	<input type="checkbox"/> Chlamydia NAAT <input type="checkbox"/> Urine <input type="checkbox"/> Gonorrhoea NAAT <input type="checkbox"/> Cervical swab <input type="checkbox"/> Chlam/GC NAAT <input type="checkbox"/> Multi swab	<input type="checkbox"/> Salmonella/Shigella <input type="checkbox"/> Stool <input type="checkbox"/> E.coli O157:H7 <input type="checkbox"/> Urine <input type="checkbox"/> Shiga Toxin <input type="checkbox"/> Rectal swab <input type="checkbox"/> Enteric Isolate for ID <input type="checkbox"/> Other source:	
Hepatitis	Indicate source:	Bacteria Culture	
<input type="checkbox"/> HAV Ab <input type="checkbox"/> Red top blood <input type="checkbox"/> HBsAg <input type="checkbox"/> Serum <input type="checkbox"/> HBsAb <input type="checkbox"/> HBcAb <input type="checkbox"/> HCV Ab	HIV Viral Load <input type="checkbox"/> HIV-1 Viral Load <input type="checkbox"/> Purple tiger top <input type="checkbox"/> HIV-1 Qualitative <input type="checkbox"/> Plasma	<input type="checkbox"/> Gonorrhoea Culture <input type="checkbox"/> Cervical <input type="checkbox"/> Urethral <input type="checkbox"/> Rectal	
Syphilis	Virus/Bacterial PCR	<input type="checkbox"/> Genital Culture <input type="checkbox"/> Vaginal <input type="checkbox"/> Urine Culture <input type="checkbox"/> Urine <input type="checkbox"/> B-Strep Culture <input type="checkbox"/> Throat <input type="checkbox"/> Miscellaneous Culture <input type="checkbox"/> Other source: <input type="checkbox"/> Bacteria Isolate for ID	
<input type="checkbox"/> RPR <input type="checkbox"/> Red top blood <input type="checkbox"/> RPR Titer <input type="checkbox"/> Serum <input type="checkbox"/> TPPA <input type="checkbox"/> Plasma	<input type="checkbox"/> Influenza PCR <input type="checkbox"/> Throat swab <input type="checkbox"/> Bordetella PCR <input type="checkbox"/> Nasopharyngeal swab <input type="checkbox"/> Norovirus PCR <input type="checkbox"/> Nasal wash <input type="checkbox"/> Measles PCR <input type="checkbox"/> Stool <input type="checkbox"/> Mumps PCR <input type="checkbox"/> Other specimen type: <input type="checkbox"/> Enterovirus PCR <input type="checkbox"/> Other PCR:	<input type="checkbox"/> AFB Culture &ID <input type="checkbox"/> Sputum <input type="checkbox"/> MTB Susc Broth <input type="checkbox"/> Aerosol <input type="checkbox"/> MGIT Broth Culture <input type="checkbox"/> Bronchial wash <input type="checkbox"/> MTB NAAT <input type="checkbox"/> Other source: <input type="checkbox"/> Title 17 Isolate <input type="checkbox"/> AFB Isolate/MGIT for ID	
Flow Cytometry		Mycobacteriology	
<input type="checkbox"/> CD4/CD8 <input type="checkbox"/> Purple tiger top		<input type="checkbox"/> Fungus Culture <input type="checkbox"/> Sputum <input type="checkbox"/> Fungus Isolate for ID <input type="checkbox"/> Other source: <input type="checkbox"/> Actinomyceete for ID <input type="checkbox"/> Coccidioides Probe	
Quantiferon		Mycology	
<input type="checkbox"/> Quantiferon <input type="checkbox"/> Green top blood <input type="checkbox"/> Set of 4 Quantiferon tubes	Parasitology <input type="checkbox"/> Blood/Tissue Parasites <input type="checkbox"/> Blood <input type="checkbox"/> Scabies/Ectoparasites <input type="checkbox"/> Skin scraping <input type="checkbox"/> Parasite for ID <input type="checkbox"/> Tissue: _____ <input type="checkbox"/> Other:		
Other Serology	Clinical		
<input type="checkbox"/> West Nile Virus <input type="checkbox"/> Red top blood <input type="checkbox"/> Other: <input type="checkbox"/> Serum <input type="checkbox"/> Plasma <input type="checkbox"/> CSF	<input type="checkbox"/> Occult Blood <input type="checkbox"/> Stool <input type="checkbox"/> Vaginal Wet Mount <input type="checkbox"/> Vaginal swab <input type="checkbox"/> Microscopic Urinalysis <input type="checkbox"/> Urine <input type="checkbox"/> Autoclave Sterility Check <input type="checkbox"/> Spore ampules		
Submitter Comments:	DPH Lab Comments:		

ATTACHMENT A

TESTING ALGORITHMS

HIV Combo Ag/Ab Serology

Unless specified otherwise in the request form, specimens that are repeatedly reactive by HIV-1 & 2 Antibody/HIV-1 Antigen Combo EIA will be confirmed by BioRad Geenius HIV-1/2 Supplemental Test. Specimens with discordant results may be tested by qualitative HIV-1 PCR.

Syphilis Serology

Unless specified otherwise in the request form, specimens testing reactive by Qualitative RPR will be tested by Quantitative RPR and confirmed by TP-PA.

Hepatitis B Serology

Unless specified otherwise in the request form, specimens testing positive for Hepatitis B Surface Antigen will be confirmed with the Hepatitis B Surface Antigen Neutralization test.

Hepatitis A Serology

Unless specified otherwise in the request form, specimens testing positive for Total Hepatitis A Antibody will be tested for Hepatitis A IgM.

Mycobacteria Culture

Unless specified otherwise in the request form, respiratory specimens from new patients found smear positive for Acid Fast Bacilli will be tested by the GeneXpert direct amplification test for *Mycobacterium tuberculosis*.

***Mycobacterium tuberculosis* Drug Susceptibility**

Unless specified otherwise in the request form, *Mycobacterium tuberculosis* culture isolates from new patients shall be tested for drug susceptibility by the broth method.

***Influenza Virus* PCR**

Unless specified otherwise in the request form, respiratory specimens testing positive for Influenza A or Influenza B will be further subtyped.

NOTE: Submitters who do not wish to confirm reactive tests as per testing algorithms must enter "**DO NOT CONFIRM**" in the Submitter's Remarks section. Additional charges may accrue for confirmatory testing.



Public Health
Laboratory

RECEIVED:

FILLED/INITIALS:

LABORATORY SUPPLIES REQUISITION

150 E. Holt Blvd., Ontario, CA 91761
Phone (909) 458-9430 | Fax (909) 986-3590

PROGRAM: _____
ADDRESS: _____
CITY / ZIP CODE: _____

NAME: _____
PHONE: _____
DATE: _____

**PLEASE ALLOW UP TO ONE (1) WEEK FOR DELIVERY FROM TIME ORDER IS RECEIVED.
WE RESERVE THE RIGHT TO LIMIT SUPPLY QUANTITIES.**

QTY	UNIT	COLLECTION MATERIALS	LAB USE ONLY LOT#	LAB USE ONLY EXP
	EACH	Bacterial Culture Swab-Amies with Charcoal (Gonorrhea/Misc. Culture)		
	PACK/50	Blood Tubes for CD4 ONLY w/preservative (<i>Purple Tiger</i>)		
	FLAT/50	Blood Tubes for HIV Viral Load with plasma separator (<i>Purple with yellow center</i>)		
	EACH	Blood Tubes for AFB (<i>Yellow Tube/Yellow Top</i>)		
	PACK/50	Blood Tubes for QuantiFERON Plus : 4 racks of 50 blood tubes (green, purple, yellow, gray tops)		
	PACK/25	Blood Tubes for QuantiFERON Plus : 25 sets of patient test packs (green, purple, yellow, gray top tubes)		
	PACK/50	Blood Tubes for QuantiFERON Plus : Lithium-Heparin tubes (Green Top)		
	BOX/50	Chlamydia/Gonorrhea Multi Swab Collection Kits (<i>Vaginal/Other</i>)		
	BOX/50	Chlamydia/Gonorrhea Swab Collection Kits (<i>Cervical/Urethral</i>)		
	BOX/50	Chlamydia/Gonorrhea Collection Kits (URINE)		
	EACH	Enteric Stool Container (Orange Top)		
	PACK/100	Specimen Bags (Biohazard Labeled 6 x 9")		
	PACK/100	Specimen Bags (Biohazard Labeled 8 x 10" - TB Use Only)		
	EACH	TB Collection Tubes 50ml. blue top (sputum or stool)		
	BAG/100	Urine Cups (<i>for Chlamydia/Gonorrhea Urine Collection Kit</i>)		
	EACH	Viral Culture Swab (for Virus PCR)		
QTY	UNIT	OTHER		
	PACK/10	EZTest Steam (Autoclave Test Ampoules-Set of Two)		



**Public Health
Laboratory**

**PUBLIC HEALTH LABORATORY TESTFEES
July 1, 2019 to June 30, 2020**

LABORATORY SERVICES	Test Fees	CPT Code
<u>Bacteriology</u>		
Culture - Primary Gonorrhea	\$15.00	87070
Culture - Stool Salmonella-Shigella	\$35.00	87045
Culture - Stool E.coli O 157: H7	\$35.00	87046
Shiga Toxin	\$25.00	87427
Culture - Misc Bacterial	\$15.00	87070
Culture - Urine	\$15.00	87086
Culture - B-Strep with typing	\$15.00	87070
Aerobic Bacteria ID	\$50.00	87077
<u>Clinical Technology</u>		
Occult Blood - Fecal	\$21.00	82274
Urinalysis - Microscopic Only	\$15.00	81015
Vaginal Wet Mount -KOH and Saline	\$15.00	87210
Autoclave Sterility Check	\$10.00	none
<u>Mycology</u>		
Culture - Fungal	\$30.00	87102
Fungus ID Mold	\$50.00	87107
Fungus ID Yeast	\$50.00	87106
Coccidioides DNA Probe	\$140.00	87797
<u>Mycobacteriology</u>		
AFB Smear (Rhodamine-Auramine)	\$10.00	87206
AFB Culture - Mycobacteria Screening	\$50.00	87116
M. Kansaii Probe	\$40.00	87550
MAC Nucleic Acid Probe	\$40.00	87560
MTB Nucleic Acid Probe	\$40.00	87555
M. Gordonae Nucleic Acid Probe	\$40.00	87149
MTB Amplification Probe (NAAT)	\$100.00	87556
Hospital Lab Broth Culture (MGIT)	\$20.00	none
AFB Specimen Concentration	\$10.00	87015
TB Susceptibility Broth Method (per drug)	\$25.00	87188
HPLC Isolate Identification	\$75.00	87143
Quantiferon	\$65.00	86480
<u>Parasitology</u>		
Blood Smear - Parasite Exam	\$20.00	87207



**Public Health
Laboratory**

**PUBLIC HEALTH LABORATORY TESTFEES
July 1, 2019 to June 30, 2020**

LABORATORY SERVICES	Test Fees	CPT Code
<u>Serology</u>		
CD4 / CD8 Quant & Ratio	\$80.00	86360
Hepatitis A - Antibody, IgM	\$18.00	86709
Hepatitis A - Antibodies Total	\$18.00	86708
Hepatitis B - Core Antibody Total	\$18.00	86704
Hepatitis B - Surface Antibody	\$18.00	86706
Hepatitis B - Surface Antigen	\$18.00	87340
HbsAg Confirmation	\$35.00	87341
Hepatitis C - Antibody By EIA	\$25.00	86803
HIV-1 Ag/ HIV-1/2 Ab Combo EIA	\$27.00	87806
HIV-1/2 Geenius	\$64.00	86701/86702
Rabies FRA Examination	\$50.00	None
Syphilis Screen-RPR	\$8.00	86592
Syphilis Confirmation-RPR Titer	\$10.00	86593
Syphilis Confirmation-TPPA	\$20.00	86780
West Nile Ab	\$30.00	86789
West Nile IgM	\$30.00	86788
<u>Molecular Biology</u>		
Chlamydia NAAT	\$40.00	87491
Gonorrhea NAAT	\$40.00	87591
HIV-1 PCR Quantitative	\$120.00	87536
HIV-1 PCR Qualitative	\$65.00	87535
Influenza PCR	\$50.00	87798
Bordatella PCR	\$50.00	87798
Norovirus PCR	\$50.00	87798
Measles PCR	\$50.00	87798
Mumps PCR	\$50.00	87798
Enterovirus PCR	\$50.00	87798
Zika Virus PCR	\$50.00	87799
<u>Non-diagnostic General Health Assessment (NGHA)</u>		
Annual Certificate (new or renewal)	\$132.00	none
Amendment (additional sites/dates/tests)	\$38.00	none



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: June 2, 2020

FROM: Office of the Sheriff

SUBJECT: Request approval to purchase SED equipment.

RECOMMENDED ACTION:

Request Board authorize a purchase order in an amount not to exceed \$16,659, payable to N.A.G. Industries of Bakersfield, CA for Special Enforcement Detail team equipment.

SUMMARY/JUSTIFICATION:

There are three separate manufactures because each company will not carry all brands. All brands are comparable and reputable manufactures. The quote requests were for M-4 compatible Upper receivers and this is what each company provided.

We have received the following quotes for complete upper receivers and optics:

N.A.G Industries:

Complete Upper receiver \$864.65 per unit (Bravo Company Manufacturing)

Optics: Vortex \$389.99 (sold through N.A.G Industries only professional Vortex dealer in our region)

Lifetime warranty

Adamson Police Products

Complete Upper receiver \$880.00 per unit. (Daniel Defense)

Optics: Eotech \$589.00 (various dealers)

Limited warranty

Geissele Automatics:

Complete Upper receiver \$979.00 per unit (Geissele Automatics)

Optics: Eotech \$589.00 (various dealers)

Limited warranty

Both optics require flip down sights ranging from \$90.00 to \$200.00.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The current issued Colt M-4 weapon systems for SED team members have been in operation for over 10 years, some are actually M-16 A2s. The weapons have been modified over the years so we currently have a varied platform with some weapons configured with permanent carry handles others with added carry handles and

others without carry handles. The rail systems are also all forms, except they all have dated mounting rails, which no longer adapt to modern accessories.

The firearms themselves (lower receivers) are bulletproof and are more than adequate to support operation. With this in mind, it is our request to upgrade the current platform. By updating the upper receivers we have no need to report the changes to DOJ or add additional firearms to the Department inventory. By upgrading the upper receivers and optics we will have a uniformed platform with modern rail attachments for accessories.

To note, our team partners at Mono County also have Colt M-4's with upgraded BCM uppers, so we would have complete interoperability as a team (minus the BPD operators) if we uniform our weapons with the same upper receivers.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to approve this purchase. Staff does not recommend this action. Uniform equipment will increase the capabilities of the SED team to successfully deploy with the other agencies teams on operations. The aging equipment needs constant upgrades to be in compliance with state guidelines.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Financing is available in the Sheriff General Budget # 022700, Law Enforcement Special object # 5313

ATTACHMENTS:

1. SED M4 NAG INDUSTRIES

APPROVALS:

Riannah Reade	Created/Initiated - 5/20/2020
Darcy Ellis	Approved - 5/20/2020
Riannah Reade	Approved - 5/20/2020
Marshall Rudolph	Approved - 5/20/2020
Amy Shepherd	Approved - 5/21/2020
Jeffrey Hollowell	Final Approval - 5/21/2020



ESTIMATE

NAG Industries
 1803 Elzworth St
 Bakersfield, CA 93312
 United States

Estimate #: 0020
 Estimate date: Mar 10, 2020
 Reference: Kyle T. Onely

Bill To:

Ship To:

ktoney@inyocounty.us

Description	Quantity	Price	Amount
BCM MK2 BFH Carbine Upper MCMR-10 11.5"	10	\$642.89	\$6,428.90
BCM Bolt Carrier Group (MPI)-Auto	10	\$156.58	\$1,565.80
BCM Gunfighter Charging Handle 556 MOD 3B	10	\$39.95	\$399.50
Troy SSIG-FBS-R0BT-00 Rear Folding Sight -BLK	10	\$103.67	\$1,036.70
Troy SSIG-FBS-FMBT-00 M4 Front Folding Sight -BLK	10	\$86.25	\$862.50
Vortex Razor UH-1 Holographic	10	\$389.99	\$3,899.90
Steamlight ProTac mount - 88059	10	\$119.70	\$1,197.00
		Subtotal	\$15,390.30
		Shipping	\$75.00
		Inyo County CA (7.75%)	\$1,192.74
		Total	\$16,658.04

Terms and Conditions

3% card fee



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 2, 2020

FROM: Melissa Best-Baker

SUBJECT: Ratify and approve payment of up to \$10,000 in participation fees to County of Santa Cruz for hosting the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) for the Local Governmental Association Consortium.

RECOMMENDED ACTION:

Request Board ratify and approve the payment of up to \$10,000 per year in participation fees to County of Santa Cruz for hosting the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) for the Local Governmental Association Consortium for the contract period of July 1, 2019 through June 30, 2022, contingent upon the Board's approval of future budgets.

SUMMARY/JUSTIFICATION:

On January 21, 2020 your Board ratified and approved Inyo County Health and Human Services entering an agreement with the County of Santa Cruz to act as the host county in the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) for the Local Governmental Association Consortium.

The fees for this service fluctuate annually, but have not been in excess of \$10,000 with prior administrators. We are respectfully requesting approval to pay up to \$10,000 in participation fees annually to County of Santa Cruz for the period of July 1, 2019 through June 30, 2022.

BACKGROUND/HISTORY OF BOARD ACTIONS:

None

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the agreement between the County of Inyo and Santa Cruz County which will result in Inyo County losing access to consulting and legal services that the Consortium provides.

OTHER AGENCY INVOLVEMENT:

County of Santa Cruz, Inyo County Probation and California Department of Health Care Services

FINANCING:

Health Realignment. These expenses are paid out of Health (045100) General Operating (5311). These expenses are claimable for Federal reimbursement.

ATTACHMENTS:

APPROVALS:

Melissa Best-Baker	Created/Initiated - 5/14/2020
Darcy Ellis	Approved - 5/15/2020
Marilyn Mann	Approved - 5/17/2020
Melissa Best-Baker	Approved - 5/18/2020
Amy Shepherd	Approved - 5/19/2020
Rhiannon Baker	Approved - 5/26/2020
Marilyn Mann	Final Approval - 5/27/2020



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 2, 2020

FROM: Office of the Sheriff

SUBJECT: Ratify payments to Adamson Industries for law enforcement equipment

RECOMMENDED ACTION:

Request Board ratify and approve an increase of the Sheriff's purchasing authority with Adamson Industries of Los Alamitos, CA by \$9,900, to a total not-to-exceed amount of \$50,000, for the purchase of law enforcement equipment.

SUMMARY/JUSTIFICATION:

Adamson Police Products is a supplier of law enforcement equipment and safety gear including, but not limited to: leather gear, flashlights, batteries, Pepper Ball supplies, Less Lethal, OHV and first responder equipment for use by Law Enforcement Personnel.

The OHV grant purchased two stock vehicles this year that required additional equipment for OHV patrols. The OHV grant no longer provides funding for these items or any repair or maintenance costs.

We also are requesting to purchase 5 new first responder kits. Our existing kits are worn and need to be replaced. Although not COVID19 specific, these kits will be invaluable to our Deputies being prepared to handle emergency situations.

These items are standard issue equipment for Sheriff's Personnel and an essential part of our operation and training. Due to employee turnover, normal wear and tear, and remaining in compliance with local, state and federal equipment guidelines, the Department must replace and purchase new equipment on a continuing basis. It is imperative that we have continuity of our safety equipment and are able to provide it in a timely manner.

The issuance of this purchase order will not negate the requirement of getting verbal or written quotes for individual purchase in accordance with the County Purchasing Policy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to deny these payments. Staff does not recommend this action. Adamson's has provided us with competitive pricing on high quality safety equipment in the past and consistently beats competitor pricing. The Sheriff's office staff strives to get the best pricing available and will continue this practice

in future purchasing endeavors.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding is available in the Sheriff General budget #022700, personal and safety equipment object code #5112 and Law enforcement special object code # 5313. These items are eligible to be reimbursed by COPS funding.

ATTACHMENTS:

1. ADAMSON OHV QUOTE

APPROVALS:

Riannah Reade	Created/Initiated - 5/20/2020
Darcy Ellis	Approved - 5/20/2020
Jared Sparks	Approved - 5/21/2020
Riannah Reade	Approved - 5/21/2020
Marshall Rudolph	Approved - 5/21/2020
Amy Shepherd	Approved - 5/21/2020
Jeffrey Hollowell	Final Approval - 5/21/2020



Quotation

DATE Apr 14, 2020	PAGE 1
ORDER NUMBER SC072987	

10764 Noel Street
Los Alamitos, CA 90720
PH: (800) 824-0162 FX: (800) 824-0112

Sold To
 INYO COUNTY OF
 PURCHASING - ACCOUNTS PAYABLE
 P.O. DRAWER "S"
 INDEPENDENCE, CA 93526

Ship To
 INYO COUNTY SHERIFF DEPT
 ATTN: LT. JARED SPARKS
 5500 SOUTH CLAY STREET
 INDEPENDENCE, CA 93526

REFERENCE	PO NUMBER	CUSTOMER NO	SALESPERSON	ORDER DATE	SHIP VIA	TERMS
		AC2019	TONYD	Apr 14, 2020	SH0001	NETO30

QUANTITY			ITEM NUMBER	DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
ORD	SHIP	B / O					
2	0	2	974/WSSPA30	30W SIREN/SPEAKER COMB. W/PA	199.00	EA	398.00
2	0	2	974/WSSMSW3	3 POS MOTORCYCLE SWITCHBOX	55.75	EA	111.50
4	0	4	859/ELUC3H010W	HIDE A WAY WHITE LED UNIVERSAL UNDERCOVER SCREW-IN	93.00	EA	372.00
2	0	2	974/XONSMR	SURFACE MT ION LT RED/SMOKE	90.00	EA	180.00
2	0	2	974/XONSMB	SURFACE MT ION LT BLUE/SMOKE	90.00	EA	180.00
2	0	2	324/MPS600U-BR	RED/BLUE MICROPULSE ULTRA6 LED LIGHT HEAD	99.95	EA	199.90
2	0	2	324/MPSM6U-SPACRKT	KIT OF FOUR 5-DEGREE RUBBER MOUNTING WEDGES FOR MPS600 LED	15.95	EA	31.90
1	0	1	324/MPSM6-GRL1	PAIR OF GRILLE BRACKETS, EA BRKT HOLDS (1) MPS3U/MPS6U	24.50	EA	24.50
2	0	2	974/WXONSMR	NFPA SURFACE MT ION LT RED/SMK	90.00	EA	180.00
2	0	2	974/WXONSMB	NFPA SURFACE MT ION LT BLUE/SMOKE	90.00	EA	180.00
2	0	2	974/XONSMM	SURFACE MT ION LT BLUE/SMOKE	90.00	EA	180.00
2	0	2	324/416300-R	3LED LIGHT HEAD, RED , 416300 SERIES	69.99	EA	139.98
2	0	2	324/416300-B	413000 SERIES, 3 LED LIGHT HEAD, BLUE	69.99	EA	139.98
1	0	1	859/ETHFSS-SP	FLASHER, MULTI PATTERN, NO CONNECTORS	59.95	EA	59.95
1	0	1	859/ELV3BVS+J	PREMIUM VISOR LIGHT GEN3 LED * 12V CIGAR PLUG * RED/BLUE	245.85	EA	245.85
1	0	1	324/MPS620UX-BW	2-LED LIGHT HEAD, BLUE/WHITE, CLEAR LENS X SERIES	101.95	EA	101.95
1	0	1	324/MPS620UX-RW	12-LED LIGHTHEAD RED/WHITE CLEAR LENS X SERIES	101.95	EA	101.95
1	0	1	974/SLPMMAB	SLIMLIGHTER SUPER-LED, AMBER, BLUE	241.75	EA	241.75
1	0	1	974/SLPBKT1	BAIL MOUNTING BRACKET	15.95	EA	15.95
2	0	2	859/ELUC3H010R	RED HIDE A WAY LED SCREW IN UNDERCOVER	79.95	EA	159.90
4	0	4	006/20.7325	30 FT EXT CABLE FOR HIDE-A-WAY STROBE	39.99	EA	159.96
This quote is valid for 60 days							

	Subtotal
	Total Sales Tax
	Total Order

Quotation continued on next page...

Original



Quotation

DATE Apr 14, 2020	PAGE 2
ORDER NUMBER SC072987	

10764 Noel Street
Los Alamitos, CA 90720
PH: (800) 824-0162 FX: (800) 824-0112

Sold To INYO COUNTY OF
PURCHASING - ACCOUNTS PAYABLE
P.O. DRAWER "S"
INDEPENDENCE, CA 93526

Ship To INYO COUNTY SHERIFF DEPT
ATTN: LT. JARED SPARKS
5500 SOUTH CLAY STREET
INDEPENDENCE, CA 93526

REFERENCE	PO NUMBER	CUSTOMER NO	SALESPERSON	ORDER DATE	SHIP VIA	TERMS
		AC2019	TONYD	Apr 14, 2020	SH0001	NETO30

QUANTITY			ITEM NUMBER	DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
ORD	SHIP	B / O					
3	0	3	324/MPSU-PB45H	PAIR OF 45 DEGREE SLANTED PB MOUNTING BRKT, HORIZONTAL * *** ADD SHIPPING CHARGE - TBD *** ETA 2-4 WEEKS *** WHELEN DOES NOT SELL JUST CLEAR LENS FOR ION LED LIGHTHEAD * * *	39.00	EA	117.00
This quote is valid for 60 days							

	Subtotal	3,522.02
	Total Sales Tax	272.96
	Total Order	3,794.98

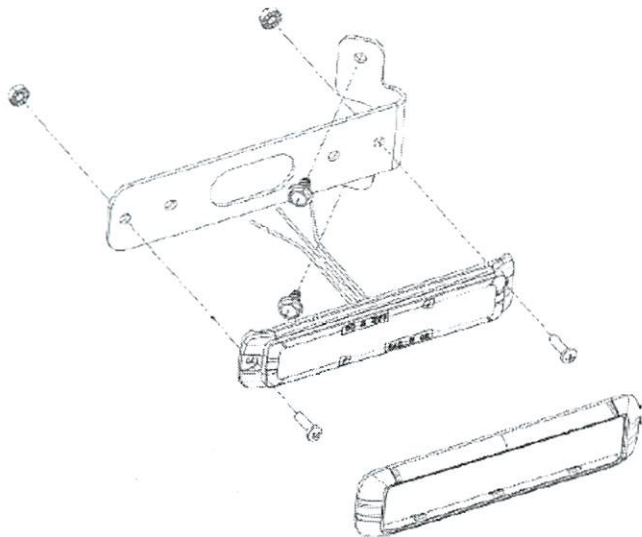
Original



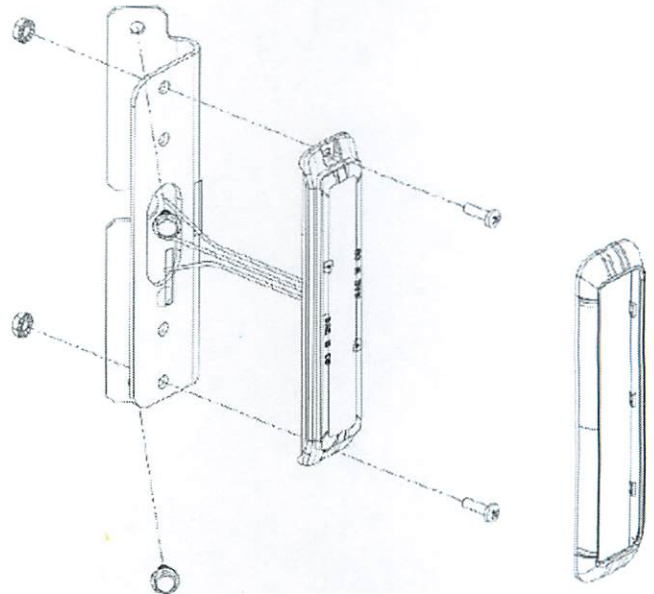
MU779 | 7-30-19

New MicroPulse® Ultra Push Bumper Brackets are Now Available

Federal Signal introduces the new horizontal and vertical MicroPulse® Ultra push bumper brackets that can be used to mount (2) MicroPulse Ultra lights on a push bumper.



Drawing of MPSU-PB45H



Drawing of MPSU-PB45V

HOW TO ORDER

Model #	Description	2019 List Price US\$
MPSU-PB45H	Pair of 45-degree slanted push bumper mounts with hardware, horizontal light orientation, each bracket holds (1) MPS3U/MPS6U/MPS12U light head, fits most push bumpers	39.00
MPSU-PB45V	Pair of 45-degree slanted push bumper mounts with hardware, vertical light orientation, each bracket holds (1) MPS3U/MPS6U/MPS12U light head, fits most push bumpers	39.00

TIMING

Orders for the MicroPulse® Ultra push bumper brackets can be accepted and processed today.



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 2, 2020

FROM: Office of the Sheriff

SUBJECT: Ratify payment to Siemen's Industry for service and replacement to the jail security system.

RECOMMENDED ACTION:

Request Board: A) ratify and approve payment to Siemen's Industry of Fresno, CA in the amount of \$10,662 for duct detector replacement and cell door service; and B) authorize an increase of the Sheriff's purchasing authority with Siemen's Industry Inc. of Fresno, CA by \$10,662, to a total not-to-exceed amount of \$36,340 for the purchase of annual maintenance, cell door service and duct detector replacement.

SUMMARY/JUSTIFICATION:

Siemen's Industry provided work outside of the annual contract to replace duct detector's (\$7061) and service cell doors (\$2108), in the Jail. The duct replacement project was part of a deferred maintenance project to bring the Jail Facility into compliance with health and safety regulations.

The Public Works department will be funding part of the project and we are requesting to pay the balance over their funding amount, ratify the payment for cell door service and make the fourth quarter payment on the annual maintenance project.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On May 5, 2018 your Board entered into a 3-year contract with Siemen's Industry for annual maintenance and support.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to deny this request. Staff does not recommend this action. Siemen's has been a long time vendor and sole source provider of annual maintenance and service for the Jail fire safety system. Siemens has been reliable and knowledgeable with our system and provides the emergency response we need. The 4-hour response time is a critical issue to our jail operations. The Sheriff's Office has developed a strong working relationship with Siemens and its technicians, who have an understanding of the specific needs of the Jail.

OTHER AGENCY INVOLVEMENT:

Auditor
Purchasing
Public Works

FINANCING:

Funding is available in Budget Unit 022900 Jail General, object code 5265 Other Professional Services.

ATTACHMENTS:

1. Siemens Invoice 5445943549
2. Siemens Sole Source

APPROVALS:

Riannah Reade	Created/Initiated - 5/20/2020
Darcy Ellis	Approved - 5/20/2020
Jared Sparks	Approved - 5/20/2020
Riannah Reade	Approved - 5/20/2020
Marshall Rudolph	Approved - 5/20/2020
Amy Shepherd	Approved - 5/21/2020
Jeffrey Hollowell	Final Approval - 5/21/2020



Invoice FIRE

Cust PO No
ATP - Sgt Carter& Chris Cox

Cust PO Date

Quotation No

Invoice No
5445943549

Date
03/31/2020

Sales Order No
3801833179

Sales Ord Date
03/31/2020

Lock Box No

Customer No
30070106

Page 1 of 2

Bill To:

COUNTY OF INYO
PO Box S
INDEPENDENCE CA 93526

Sold To:

COUNTY OF INYO
PO Box S
INDEPENDENCE CA 93526

Ship To:

COUNTY OF INYO
168 N EDWARDS ST
INDEPENDENCE CA 93526

Contact Person: Randy Geiger

Remit check payments to:

SIEMENS INDUSTRY, INC.
C/O Citibank (Bldg Tech)
PO Box 2134
Carol Stream IL 60132-2134

Remit Incoming Wires To:

Citibank New York
111 Wall St. New York, NY 10043 USA
ABA# 021000089 SWIFT Code: CITIUS33
Account# 30824211
Credit Siemens Industry Inc - BT / 4433
Payment for Invoice # 5445943549
Email Detailed Remittance advice to
bfgarwires.us.sbt@siemens.com

Remit Incoming ACH's To:

Citibank New York
111 Wall St. New York, NY 10043 USA
ABA# 021000089
Account# 30824211
Credit Siemens Industry Inc - BT / 4433
Payment for Invoice # 5445943549
Email Detailed Remittance advice to
bfgarwires.us.sbt@siemens.com

Delivery#:

Ship Date:

INCO Terms: Prepaid and Add
PLANT

Carrier/Route: Best Way

This invoice is subject to the Siemens Industry, Inc., Smart Infrastructure terms and conditions applicable to the products and services sold pursuant to this invoice, which shall govern in the event of any conflict with any other terms or conditions, specifications, proposal, purchase order, acknowledgment or other document. These terms can be viewed at the following site: <https://www.siemens.com/download?A6V11694115>. BY ACCEPTING THIS INVOICE, YOU AFFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS INCLUDING ANY AND ALL REFERENCED AND INCORPORATED DOCUMENTS THEREIN.

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
600	Service Order Number: 5003922767 Building Name: County of Inyo Detention A7F55000007 Specialist - work normal time ECCN: EAR99 Customer PO item #: 000600	H	36	136.00	4,896.00
700	A7F550000056 Replacement Duct Detectors ECCN: EAR99 Customer PO item #: 000700	PC	1	2,164.74	2,164.74
Notes: Issue: FIS-REPLACE OBSOLETE DUCT DETECTORS DUE TO FALSE ALARMS - WORK DEEMED BILLABLE - Resolution: Delivery Mode:ONSITE Check In: Check Out: A# Scope of Work: Deficiencies: Equipment: M/N:					



Invoice FIRE

Cust PO No
ATP - Sgt Carter & Chris Cox

Cust PO Date

Quotation No

Invoice No
5445943549

Date
03/31/2020

Sales Order No
3801833179

Sales Ord Date
03/31/2020

Lock Box No

Customer No
30070106

Page 2 of 2

<p>S/N: Date of Last Inspection: Â# Explain Findings, Recommendations and Resolution of Discrepancies: Resolution: Delivery Mode:ONSITE</p> <p>continued duct detector replacement. need to return to continue Resolution: Delivery Mode:ONSITE</p> <p>Check In: Check Out: Â# Scope of Work: Deficiencies: Equipment: M/N: S/N: Date of Last Inspection: Â# Explain Findings, Recommendations and Resolution of Discrepancies:</p> <p>Reworked detectors in Pipe chases behind PODS D-H. with Sean Fedor. Zones 1 and 3. Need to return and complete rework behind A B And C. Resolution: Delivery Mode:ONSITE</p> <p>Check In: Check Out: Â# Scope of Work: Deficiencies: Equipment: M/N: S/N: Date of Last Inspection: Â# Explain Findings, Recommendations and Resolution of Discrepancies:</p> <p>Troubleshooting chase duct detectors. zones 1 and 3. Resolution: Delivery Mode:ONSITE</p> <p>started replacing duct detectors</p> <p>Contact: Customer Service</p> <p>Siemens Industry, Inc. Fresno Sales Office 4273 West Richert Avenue, Suite 110 Fresno CA 93722 Phone: (559)276-2600 Fax: (559)275-6531</p>				<p style="text-align: right;">State Taxes 0.00</p>
---	--	--	--	---

Total Wt.: 0 KG Currency: USD Invoice Total: 7,060.74

Our preferred payment method is ACH/EFT funds transfer, followed by check submitted to our remit to address listed above. We can also accept credit card payment but ask you to set up ACH/EFT for repeat business. Our Dunn and Bradstreet # is 01-094-4650

Payment Terms: Net Due 30 Days Net Due By: 04/30/2020

*These items are controlled by the U.S. Government (when labeled with "ECCN" unequal "N") and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Items labeled with "AL" unequal "N" are subject to European / national export authorization. Items without label, with label "AL:N" / "ECCN:N" or label "AL:9X9999" / "ECCN: 9X9999" may require authorization from responsible authorities depending on the final end-use, or the destination.

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof."
For shipment to California, "Displays exceeding 4" include the e-Waste recycle fee up to \$10 per item.

Work Report

Requested By SGT CARTER	Phone 760-878-0383	Date Received 01/17/2020	Report Work Dates 01/20/2020	Contract No.	Service Order No. 5003922767-0002																								
Customer No: 30070106 Customer Name: COUNTY OF INYO FL No: 4433-93526-00001 FL Name: County of Inyo Detention FL Address: PO Box 306 INDEPENDENCE CA 93526-0306		Bill To COUNTY OF INYO 168 N EDWARDS ST INDEPENDENCE CA 93526		Call Type: NAM Field Service Equipment ID: 60038489 Customer PO: Order Type: CS.Order Billed to Cust. - Call Handling																									
Instructions / Problem Description FIS-REPLACE OBSOLETE DUCT DETECTORS 01/17/2020 20:31:45 EST MARIA ARROYO (Z001UMXR) Phone +1 559 276 2600 DUE TO FALSE ALARMS - WORK DEEMED BILLABLE -																													
Work Description/ Customer Benefits/ Recommendations Delivery Mode:ONSITE started replacing duct detectors System Restored Date : Time : 00:00:00																													
<table border="1"> <thead> <tr> <th>Material No.</th> <th>Description Of Material Used</th> <th>Billing Status</th> <th>Qty</th> </tr> </thead> <tbody> <tr> <td colspan="4">-</td> </tr> </tbody> </table>						Material No.	Description Of Material Used	Billing Status	Qty	-																			
Material No.	Description Of Material Used	Billing Status	Qty																										
-																													
<table border="1"> <thead> <tr> <th>Labor Date</th> <th>Field Service Representative (Sean Fedor)</th> <th>Billing Status</th> <th>Hours</th> </tr> </thead> <tbody> <tr> <td>01/20/2020</td> <td>PRV WG NORM SPEC3</td> <td>BILLABLE</td> <td>2.50</td> </tr> <tr> <td>01/20/2020</td> <td>PRV WG NORM SPEC3</td> <td>BILLABLE</td> <td>0.17</td> </tr> <tr> <td>01/20/2020</td> <td>PRV WG NORM SPEC3</td> <td>BILLABLE</td> <td>2.33</td> </tr> <tr> <td>01/20/2020</td> <td></td> <td>BILLABLE</td> <td></td> </tr> <tr> <td>01/20/2020</td> <td>PRV WG NORM SPEC3</td> <td>BILLABLE</td> <td>2.50</td> </tr> </tbody> </table>						Labor Date	Field Service Representative (Sean Fedor)	Billing Status	Hours	01/20/2020	PRV WG NORM SPEC3	BILLABLE	2.50	01/20/2020	PRV WG NORM SPEC3	BILLABLE	0.17	01/20/2020	PRV WG NORM SPEC3	BILLABLE	2.33	01/20/2020		BILLABLE		01/20/2020	PRV WG NORM SPEC3	BILLABLE	2.50
Labor Date	Field Service Representative (Sean Fedor)	Billing Status	Hours																										
01/20/2020	PRV WG NORM SPEC3	BILLABLE	2.50																										
01/20/2020	PRV WG NORM SPEC3	BILLABLE	0.17																										
01/20/2020	PRV WG NORM SPEC3	BILLABLE	2.33																										
01/20/2020		BILLABLE																											
01/20/2020	PRV WG NORM SPEC3	BILLABLE	2.50																										

Work Report

Labor Date	Field Service Representative (Sean Fedor)	Billing Status	Hours
01/20/2020	PRV WG NORM SPEC3	BILLABLE	0.17
01/20/2020	PRV WG NORM SPEC3	BILLABLE	0.33
Additional Items		Billing Status	
Mileage			
Description			
PCard Receipt Date	Item Description	Billing Status	

Customer Signature / Date

Employee Signature / Date

SIEMENS

Siemens Industry, Inc.
Building Technologies Division

BT PRE-WORK SAFETY LOG

01/20/2020 / SeanFedor (40359592)

FIS-REPLACE OBSOLETE DUCT DETECTORS / 5003922767 - 0002 SBT
Fresno

This document is site and shift specific (required for each site or shift change).

I am aware of what the Emergency Contact Number is for this worksite.

(You must consider what actions you will take in an emergency)

YES

Personal Protective Equipment (PPE) Needed Today
(Check if needed; leave blank if not needed or not applicable)

Are physical, chemical, mechanical or environmental hazards present? NO

Identify Hazards below

*By checking the presence of hazards below, you agree to meet the SI safety policy requirements delineated.

- Forklift inspection (Forklift operation requires license.)
- Confined space entry (Requires written permit, LEL/O2 or multi-gas tester and attendant.)
- Ladder Usage (Requires ladder inspection.)
- Scaffold Inspection (Requires competent person.)
- Hot Work (Welding, Cutting, Grinding)(Requires fire watch and permit.)
- Hazardous Chemicals (Requires written HAZCOM Plan, MSDS documents.)
- Laboratory or hazardous substances (Requires blood-borne pathogen compliance.)
- Man-lift/AWP Operation (Requires documented training), also man-lift specific.)
- Respirator wear (Requires documented training.)
- Sub-Contractor Responsibility (Requires contractor safety oversight management.)

Required on all job sites (Required on all BT fleet vehicles)

- First aid kit (with blood-borne pathogen supplies)
- Fire extinguisher-minimum 2.5 lb. ABC rated

General PPE (Indicate as required)

- | | |
|--|--|
| <input type="checkbox"/> Hard Hat | <input type="checkbox"/> Sturdy work gloves |
| <input type="checkbox"/> Safety glasses | <input type="checkbox"/> Ear plugs |
| <input type="checkbox"/> Hard-toe/Metatarsal boots/shoes | <input type="checkbox"/> Insulated flashlight |
| <input type="checkbox"/> LOTO locks & tags | <input type="checkbox"/> LOTO multi-lock adapter |
| <input type="checkbox"/> Caution/Danger tape | <input type="checkbox"/> Fall protection |

Electrical Work

If today's work involves ANY contact with live equipment*, NFPA 70E (130.1) requires a justification for the need to work live.

NFPA 70E Category (from BT Arc-flash worksheet or customer label)

Required live < 1,000 V

- Class 0 gloves (w/leather protectors)
- Arc-resistant coverall/clothing
- Calibrated multi-meter
- Arc-rated face shield (80 mil polycarbonate)

Required live > 1,000 V

- Class 2 gloves (17 kV)
- Flash-suit/hood
- Hot-stick/shotgun
- Set of ground cables
- Non-contact high voltage detector >1,000V

SAFETY OBSERVATIONS

Describe at least one issue or event that promotes safety, and identify at least one way to further reduce risk.

DO NOT LEAVE THIS SECTION BLANK or MARK N/A

What will you do today to support a safe work environment? (Mandatory)
follow on site safety protocol

What issue (if any) is preventing you from working in a safe environment? (Optional)

Remember, *changes* in scope, *additional* work or any *unexpected* conditions require a brief stand-down and safety review!

*Contact with Live Equipment means there is a chance that any part of your body or your tools/leads/cables could contact energized parts.

Work Report

Requested By SGT CARTER	Phone 760-878-0383	Date Received 01/17/2020	Report Work Dates 01/20/2020	Contract No.	Service Order No. 5003922767-0001
Customer No: 30070106 Customer Name: COUNTY OF INYO FL No: 4433-93526-00001 FL Name: County of Inyo Detention FL Address: PO Box 306 INDEPENDENCE CA 93526-0306		Bill To COUNTY OF INYO 168 N EDWARDS ST INDEPENDENCE CA 93526		Call Type: NAM Field Service Equipment ID: 60038489 Customer PO: Order Type: CS.Order Billed to Cust. - Call Handling	
Instructions / Problem Description FIS-REPLACE OBSOLETE DUCT DETECTORS 01/17/2020 20:31:45 EST MARIA ARROYO (Z001UMXR) Phone +1 559 276 2600 DUE TO FALSE ALARMS - WORK DEEMED BILLABLE -					
Work Description/ Customer Benefits/ Recommendations Delivery Mode:ONSITE Check In: Check Out: Â# Scope of Work: Deficiencies: Equipment: M/N: S/N: Date of Last Inspection: Â# Explain Findings, Recommendations and Resolution of Discrepancies: Troubleshooting chase duct detectors. zones 1 and 3. System Restored Date : Time : 00:00:00					
Material No.	Description Of Material Used	Billing Status		Qty	

Work Report

Material No.	Description Of Material Used	Billing Status	Qty
-			
-			
-			
Labor Date	Field Service Representative (Steven Hastin)	Billing Status	Hours
01/20/2020	PRV WG NORM SPEC2	BILLABLE	8.50
Additional Items	Description	Billing Status	
Mileage			
PCard Receipt Date	Item Description	Billing Status	
-			
-			

Customer Signature / Date



03/10/2020

Employee Signature / Date



03/10/2020
Steven Hastin

SIEMENS

Siemens Industry, Inc.
Building Technologies Division

BT PRE-WORK SAFETY LOG

01/20/2020 / StevenHastin (40356789)

FIS-REPLACE OBSOLETE DUCT DETECTORS / 5003922767 - 0001 SBT
Fresno

This document is site and shift specific (required for each site or shift change).

I am aware of what the Emergency Contact Number is for this worksite.

(You must consider what actions you will take in an emergency)

YES

Personal Protective Equipment (PPE) Needed Today
(Check if needed; leave blank if not needed or not applicable)

Are physical, chemical, mechanical or environmental hazards present? NO

Identify Hazards below

*By checking the presence of hazards below, you agree to meet the SI safety policy requirements delineated.

- Forklift inspection (Forklift operation requires license.)
- Confined space entry (Requires written permit, LEL/O2 or multi-gas tester and attendant.)
- Ladder Usage (Requires ladder inspection.)
- Scaffold Inspection (Requires competent person.)
- Hot Work (Welding, Cutting, Grinding)(Requires fire watch and permit.)
- Hazardous Chemicals (Requires written HAZCOM Plan, MSDS documents.)
- Laboratory or hazardous substances (Requires blood-borne pathogen compliance.)
- Man-lift/AWP Operation (Requires documented training), also man-lift specific.)
- Respirator wear (Requires documented training.)
- Sub-Contractor Responsibility (Requires contractor safety oversight management.)

Required on all job sites (Required on all BT fleet vehicles)

- First aid kit (with blood-borne pathogen supplies)
- Fire extinguisher-minimum 2.5 lb. ABC rated

General PPE (Indicate as required)

- | | |
|--|--|
| <input type="checkbox"/> Hard Hat | <input type="checkbox"/> Sturdy work gloves |
| <input type="checkbox"/> Safety glasses | <input type="checkbox"/> Ear plugs |
| <input type="checkbox"/> Hard-toe/Metatarsal boots/shoes | <input type="checkbox"/> Insulated flashlight |
| <input type="checkbox"/> LOTO locks & tags | <input type="checkbox"/> LOTO multi-lock adapter |
| <input type="checkbox"/> Caution/Danger tape | <input type="checkbox"/> Fall protection |

Electrical Work

If today's work involves ANY contact with live equipment*, NFPA 70E (130.1) requires a justification for the need to work live.

NFPA 70E Category (from BT Arc-flash worksheet or customer label)

Required live < 1,000 V

- Class 0 gloves (w/leather protectors)
- Arc-resistant coverall/clothing
- Calibrated multi-meter
- Arc-rated face shield (80 mil polycarbonate)

Required live > 1,000 V

- Class 2 gloves (17 kV)
- Flash-suit/hood
- Hot-stick/shotgun
- Set of ground cables
- Non-contact high voltage detector >1,000V

SAFETY OBSERVATIONS

Describe at least one issue or event that promotes safety, and identify at least one way to further reduce risk.

DO NOT LEAVE THIS SECTION BLANK or MARK N/A

What will you do today to support a safe work environment? (Mandatory)
stay aware of the surroundings

What issue (if any) is preventing you from working in a safe environment? (Optional)

Remember, *changes* in scope, *additional* work or any *unexpected* conditions require a brief stand-down and safety review!

*Contact with Live Equipment means there is a chance that any part of your body or your tools/leads/cables could contact energized parts.

Work Report

Requested By SGT CARTER	Phone 760-878-0383	Date Received 01/17/2020	Report Work Dates 01/20/2020	Contract No.	Service Order No. 5003922767-0018
Customer No: 30070106 Customer Name: COUNTY OF INYO FL No: 4433-93526-00001 FL Name: County of Inyo Detention FL Address: PO Box 306 INDEPENDENCE CA 93526-0306		Bill To COUNTY OF INYO 168 N EDWARDS ST INDEPENDENCE CA 93526		Call Type: NAM Field Service Equipment ID: 60038489 Customer PO: Order Type: CS.Order Billed to Cust. - Call Handling	
Instructions / Problem Description FIS-REPLACE OBSOLETE DUCT DETECTORS 01/17/2020 20:31:45 EST MARIA ARROYO (Z001UMXR) Phone +1 559 276 2600 DUE TO FALSE ALARMS - WORK DEEMED BILLABLE -					
Work Description/ Customer Benefits/ Recommendations Delivery Mode:ONSITE Check In: Check Out: Â# Scope of Work: Deficiencies: Equipment: M/N: S/N: Date of Last Inspection: Â# Explain Findings, Recommendations and Resolution of Discrepancies: System Restored Date : Time : 00:00:00					
Material No.	Description Of Material Used	Billing Status		Qty	
-					

Work Report

Labor Date	Field Service Representative (Steven Hastin)	Billing Status	Hours
01/20/2020	PRV WG NORM SPEC2	BILLABLE	1.50
01/20/2020	PRV WG NORM SPEC2	BILLABLE	0.17
01/20/2020	PRV WG NORM SPEC2	BILLABLE	2.33
01/20/2020		BILLABLE	
01/20/2020	PRV WG NORM SPEC2	BILLABLE	2.50
01/20/2020	PRV WG NORM SPEC2	BILLABLE	0.17
01/20/2020	PRV WG NORM SPEC2	BILLABLE	1.33

Additional Items	Billing Status
Mileage	
Description	

PCard Receipt Date	Item Description	Billing Status
--------------------	------------------	----------------

Customer Signature / Date



03/10/2020

Employee Signature / Date



03/10/2020
Steven Hastin

SIEMENS

Siemens Industry, Inc.
Building Technologies Division

BT PRE-WORK SAFETY LOG

01/20/2020 / StevenHastin (40356789)

FIS-REPLACE OBSOLETE DUCT DETECTORS / 5003922767 - 0018 SBT
Fresno

This document is site and shift specific (required for each site or shift change).

I am aware of what the Emergency Contact Number is for this worksite.

(You must consider what actions you will take in an emergency)

YES

Personal Protective Equipment (PPE) Needed Today

(Check if needed; leave blank if not needed or not applicable)

Are physical, chemical, mechanical or environmental hazards present? NO

Identify Hazards below

*By checking the presence of hazards below, you agree to meet the SI safety policy requirements delineated.

- Forklift inspection (Forklift operation requires license.)
- Confined space entry (Requires written permit, LEL/O2 or multi-gas tester and attendant.)
- Ladder Usage (Requires ladder inspection.)
- Scaffold Inspection (Requires competent person.)
- Hot Work (Welding, Cutting, Grinding)(Requires fire watch and permit.)
- Hazardous Chemicals (Requires written HAZCOM Plan, MSDS documents.)
- Laboratory or hazardous substances (Requires blood-borne pathogen compliance.)
- Man-lift/AWP Operation (Requires documented training), also man-lift specific.)
- Respirator wear (Requires documented training.)
- Sub-Contractor Responsibility (Requires contractor safety oversight management.)

Required on all job sites (Required on all BT fleet vehicles)

- First aid kit (with blood-borne pathogen supplies)
- Fire extinguisher-minimum 2.5 lb. ABC rated

General PPE (Indicate as required)

- | | |
|--|--|
| <input type="checkbox"/> Hard Hat | <input type="checkbox"/> Sturdy work gloves |
| <input type="checkbox"/> Safety glasses | <input type="checkbox"/> Ear plugs |
| <input type="checkbox"/> Hard-toe/Metatarsal boots/shoes | <input type="checkbox"/> Insulated flashlight |
| <input type="checkbox"/> LOTO locks & tags | <input type="checkbox"/> LOTO multi-lock adapter |
| <input type="checkbox"/> Caution/Danger tape | <input type="checkbox"/> Fall protection |

Electrical Work

If today's work involves ANY contact with live equipment*, NFPA 70E (130.1) requires a justification for the need to work live.

NFPA 70E Category (from BT Arc-flash worksheet or customer label)

Required live < 1,000 V

Required live > 1,000 V

- Class 0 gloves (w/leather protectors)
- Arc-resistant coverall/clothing
- Calibrated multi-meter
- Arc-rated face shield (80 mil polycarbonate)

- Class 2 gloves (17 kV)
- Flash-suit/hood
- Hot-stick/shotgun
- Set of ground cables
- Non-contact high voltage detector >1,000V

SAFETY OBSERVATIONS

Describe at least one issue or event that promotes safety, and identify at least one way to further reduce risk.

DO NOT LEAVE THIS SECTION BLANK or MARK N/A

What will you do today to support a safe work environment? (Mandatory)
be safe

What issue (if any) is preventing you from working in a safe environment? (Optional)

Remember, *changes* in scope, *additional* work or any *unexpected* conditions require a brief stand-down and safety review!

*Contact with Live Equipment means there is a chance that any part of your body or your tools/leads/cables could contact energized parts.

Work Report

Requested By SGT CARTER	Phone 760-878-0383	Date Received 01/17/2020	Report Work Dates 01/21/2020	Contract No.	Service Order No. 5003922767-0006																								
Customer No: 30070106 Customer Name: COUNTY OF INYO FL No: 4433-93526-00001 FL Name: County of Inyo Detention FL Address: PO Box 306 INDEPENDENCE CA 93526-0306		Bill To COUNTY OF INYO 168 N EDWARDS ST INDEPENDENCE CA 93526		Call Type: NAM Field Service Equipment ID: 60038489 Customer PO: Order Type: CS.Order Billed to Cust. - Call Handling																									
Instructions / Problem Description FIS-REPLACE OBSOLETE DUCT DETECTORS 01/17/2020 20:31:45 EST MARIA ARROYO (Z001UMXR) Phone +1 559 276 2600 DUE TO FALSE ALARMS - WORK DEEMED BILLABLE -																													
Work Description/ Customer Benefits/ Recommendations Delivery Mode:ONSITE continued duct detector replacement. need to return to continue System Restored Date : Time : 00:00:00																													
<table border="1"> <thead> <tr> <th>Material No.</th> <th>Description Of Material Used</th> <th>Billing Status</th> <th>Qty</th> </tr> </thead> <tbody> <tr> <td colspan="4">-</td> </tr> </tbody> </table>						Material No.	Description Of Material Used	Billing Status	Qty	-																			
Material No.	Description Of Material Used	Billing Status	Qty																										
-																													
<table border="1"> <thead> <tr> <th>Labor Date</th> <th>Field Service Representative (Sean Fedor)</th> <th>Billing Status</th> <th>Hours</th> </tr> </thead> <tbody> <tr> <td>01/21/2020</td> <td>PRV WG NORM SPEC3</td> <td>BILLABLE</td> <td>2.50</td> </tr> <tr> <td>01/21/2020</td> <td>PRV WG NORM SPEC3</td> <td>BILLABLE</td> <td>0.17</td> </tr> <tr> <td>01/21/2020</td> <td>PRV WG NORM SPEC3</td> <td>BILLABLE</td> <td>2.33</td> </tr> <tr> <td>01/21/2020</td> <td></td> <td>BILLABLE</td> <td></td> </tr> <tr> <td>01/21/2020</td> <td>PRV WG NORM SPEC3</td> <td>BILLABLE</td> <td>2.50</td> </tr> </tbody> </table>						Labor Date	Field Service Representative (Sean Fedor)	Billing Status	Hours	01/21/2020	PRV WG NORM SPEC3	BILLABLE	2.50	01/21/2020	PRV WG NORM SPEC3	BILLABLE	0.17	01/21/2020	PRV WG NORM SPEC3	BILLABLE	2.33	01/21/2020		BILLABLE		01/21/2020	PRV WG NORM SPEC3	BILLABLE	2.50
Labor Date	Field Service Representative (Sean Fedor)	Billing Status	Hours																										
01/21/2020	PRV WG NORM SPEC3	BILLABLE	2.50																										
01/21/2020	PRV WG NORM SPEC3	BILLABLE	0.17																										
01/21/2020	PRV WG NORM SPEC3	BILLABLE	2.33																										
01/21/2020		BILLABLE																											
01/21/2020	PRV WG NORM SPEC3	BILLABLE	2.50																										

Work Report

Labor Date	Field Service Representative (Sean Fedor)	Billing Status	Hours
-			
01/21/2020	PRV WG NORM SPEC3	BILLABLE	0.17
01/21/2020	PRV WG NORM SPEC3	BILLABLE	0.33
01/21/2020	PRV WG OT SPEC3	BILLABLE	2.00

Additional Items	Billing Status
Mileage	
Description	

PCard Receipt Date	Item Description	Billing Status
-		

Customer Signature / Date

Employee Signature / Date

SIEMENS

Siemens Industry, Inc.
Building Technologies Division

BT PRE-WORK SAFETY LOG

01/21/2020 / SeanFedor (40359592)

FIS-REPLACE OBSOLETE DUCT DETECTORS / 5003922767 - 0006 SBT
Fresno

This document is site and shift specific (required for each site or shift change).

I am aware of what the Emergency Contact Number is for this worksite.

(You must consider what actions you will take in an emergency)

YES

Personal Protective Equipment (PPE) Needed Today
(Check if needed; leave blank if not needed or not applicable)

Are physical, chemical, mechanical or environmental hazards present? NO

Identify Hazards below

*By checking the presence of hazards below, you agree to meet the SI safety policy requirements delineated.

- Forklift inspection (Forklift operation requires license.)
- Confined space entry (Requires written permit, LEL/O2 or multi-gas tester and attendant.)
- Ladder Usage (Requires ladder inspection.)
- Scaffold Inspection (Requires competent person.)
- Hot Work (Welding, Cutting, Grinding)(Requires fire watch and permit.)
- Hazardous Chemicals (Requires written HAZCOM Plan, MSDS documents.)
- Laboratory or hazardous substances (Requires blood-borne pathogen compliance.)
- Man-lift/AWP Operation (Requires documented training), also man-lift specific.)
- Respirator wear (Requires documented training.)
- Sub-Contractor Responsibility (Requires contractor safety oversight management.)

Required on all job sites (Required on all BT fleet vehicles)

- First aid kit (with blood-borne pathogen supplies)
- Fire extinguisher-minimum 2.5 lb. ABC rated

General PPE (Indicate as required)

- | | |
|--|--|
| <input type="checkbox"/> Hard Hat | <input type="checkbox"/> Sturdy work gloves |
| <input type="checkbox"/> Safety glasses | <input type="checkbox"/> Ear plugs |
| <input type="checkbox"/> Hard-toe/Metatarsal boots/shoes | <input type="checkbox"/> Insulated flashlight |
| <input type="checkbox"/> LOTO locks & tags | <input type="checkbox"/> LOTO multi-lock adapter |
| <input type="checkbox"/> Caution/Danger tape | <input type="checkbox"/> Fall protection |

Electrical Work

If today's work involves ANY contact with live equipment*, NFPA 70E (130.1) requires a justification for the need to work live.

NFPA 70E Category (from BT Arc-flash worksheet or customer label)

Required live < 1,000 V

- Class 0 gloves (w/leather protectors)
- Arc-resistant coverall/clothing
- Calibrated multi-meter
- Arc-rated face shield (80 mil polycarbonate)

Required live > 1,000 V

- Class 2 gloves (17 kV)
- Flash-suit/hood
- Hot-stick/shotgun
- Set of ground cables
- Non-contact high voltage detector >1,000V

SAFETY OBSERVATIONS

Describe at least one issue or event that promotes safety, and identify at least one way to further reduce risk.

DO NOT LEAVE THIS SECTION BLANK or MARK N/A

What will you do today to support a safe work environment? (Mandatory)
follow on site safety protocol

What issue (if any) is preventing you from working in a safe environment? (Optional)

Remember, *changes* in scope, *additional* work or any *unexpected* conditions require a brief stand-down and safety review!

*Contact with Live Equipment means there is a chance that any part of your body or your tools/leads/cables could contact energized parts.

Work Report

Requested By SGT CARTER	Phone 760-878-0383	Date Received 01/17/2020	Report Work Dates 01/21/2020	Contract No.	Service Order No. 5003922767-0010
Customer No: 30070106 Customer Name: COUNTY OF INYO FL No: 4433-93526-00001 FL Name: County of Inyo Detention FL Address: PO Box 306 INDEPENDENCE CA 93526-0306		Bill To COUNTY OF INYO 168 N EDWARDS ST INDEPENDENCE CA 93526		Call Type: NAM Field Service Equipment ID: 60038489 Customer PO: Order Type: CS.Order Billed to Cust. - Call Handling	
Instructions / Problem Description FIS-REPLACE OBSOLETE DUCT DETECTORS 01/17/2020 20:31:45 EST MARIA ARROYO (Z001UMXR) Phone +1 559 276 2600 DUE TO FALSE ALARMS - WORK DEEMED BILLABLE -					
Work Description/ Customer Benefits/ Recommendations Delivery Mode:ONSITE Check In: Check Out: Â# Scope of Work: Deficiencies: Equipment: M/N: S/N: Date of Last Inspection: Â# Explain Findings, Recommendations and Resolution of Discrepancies: Reworked detectors in Pipe chases behind PODS D-H. with Sean Fedor. Zones 1 and 3. Need to return and complete rework behind A B And C. System Restored Date : Time : 00:00:00					

Work Report

Material No.	Description Of Material Used	Billing Status	Qty
-			
Material No.	Description Of Material Used	Billing Status	Qty
-			
Labor Date	Field Service Representative (Steven Hastin)	Billing Status	Hours
-			
01/21/2020	PRV WG NORM SPEC2	BILLABLE	2.50
01/21/2020	PRV WG NORM SPEC2	BILLABLE	0.17
01/21/2020	PRV WG NORM SPEC2	BILLABLE	2.33
01/21/2020		BILLABLE	
01/21/2020	PRV WG NORM SPEC2	BILLABLE	2.50
01/21/2020	PRV WG NORM SPEC2	BILLABLE	0.17
01/21/2020	PRV WG NORM SPEC2	BILLABLE	0.33
01/21/2020	PRV WG OT SPEC2	BILLABLE	2.00
Additional Items		Billing Status	
Mileage			
Description			
PCard Receipt Date	Item Description	Billing Status	
-			

Customer Signature / Date



03/10/2020

Employee Signature / Date



03/10/2020
Steven Hastin

SIEMENS

Siemens Industry, Inc.
Building Technologies Division

BT PRE-WORK SAFETY LOG

01/21/2020 / StevenHastin (40356789)

FIS-REPLACE OBSOLETE DUCT DETECTORS / 5003922767 - 0010 SBT
Fresno

This document is site and shift specific (required for each site or shift change).

I am aware of what the Emergency Contact Number is for this worksite.

(You must consider what actions you will take in an emergency)

YES

Personal Protective Equipment (PPE) Needed Today
(Check if needed; leave blank if not needed or not applicable)

Are physical, chemical, mechanical or environmental hazards present? NO

Identify Hazards below

*By checking the presence of hazards below, you agree to meet the SI safety policy requirements delineated.

- Forklift inspection (Forklift operation requires license.)
- Confined space entry (Requires written permit, LEL/O2 or multi-gas tester and attendant.)
- Ladder Usage (Requires ladder inspection.)
- Scaffold Inspection (Requires competent person.)
- Hot Work (Welding, Cutting, Grinding)(Requires fire watch and permit.)
- Hazardous Chemicals (Requires written HAZCOM Plan, MSDS documents.)
- Laboratory or hazardous substances (Requires blood-borne pathogen compliance.)
- Man-lift/AWP Operation (Requires documented training), also man-lift specific.)
- Respirator wear (Requires documented training.)
- Sub-Contractor Responsibility (Requires contractor safety oversight management.)

Required on all job sites (Required on all BT fleet vehicles)

- First aid kit (with blood-borne pathogen supplies)
- Fire extinguisher-minimum 2.5 lb. ABC rated

General PPE (Indicate as required)

- | | |
|--|--|
| <input type="checkbox"/> Hard Hat | <input type="checkbox"/> Sturdy work gloves |
| <input type="checkbox"/> Safety glasses | <input type="checkbox"/> Ear plugs |
| <input type="checkbox"/> Hard-toe/Metatarsal boots/shoes | <input type="checkbox"/> Insulated flashlight |
| <input type="checkbox"/> LOTO locks & tags | <input type="checkbox"/> LOTO multi-lock adapter |
| <input type="checkbox"/> Caution/Danger tape | <input type="checkbox"/> Fall protection |

Electrical Work

If today's work involves ANY contact with live equipment*, NFPA 70E (130.1) requires a justification for the need to work live.

NFPA 70E Category (from BT Arc-flash worksheet or customer label)

Required live < 1,000 V

- Class 0 gloves (w/leather protectors)
- Arc-resistant coverall/clothing
- Calibrated multi-meter
- Arc-rated face shield (80 mil polycarbonate)

Required live > 1,000 V

- Class 2 gloves (17 kV)
- Flash-suit/hood
- Hot-stick/shotgun
- Set of ground cables
- Non-contact high voltage detector >1,000V

SAFETY OBSERVATIONS

Describe at least one issue or event that promotes safety, and identify at least one way to further reduce risk.

DO NOT LEAVE THIS SECTION BLANK or MARK N/A

What will you do today to support a safe work environment? (Mandatory)

Stay safe

What issue (if any) is preventing you from working in a safe environment? (Optional)

Remember, *changes* in scope, *additional* work or any *unexpected* conditions require a brief stand-down and safety review!

*Contact with Live Equipment means there is a chance that any part of your body or your tools/leads/cables could contact energized parts.

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 15th day of May 2018 an order was duly made and entered as follows:

*Sheriff –
Siemens Sole-
Source and
Contract*

Moved by Supervisor Tillemans and seconded by Supervisor Pucci to: A) declare Siemens Industry, Inc. of Fresno, CA a sole-source provider of fire and safety equipment maintenance services; B) approve a three-year contract between the County of Inyo and Siemens Industry, Inc. for the provision of maintenance of fire and safety equipment in an amount not to exceed \$70,710 for the period of July 1, 2018 to June 30, 2021, contingent upon the Board's adoption of future budgets; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 15th
Day of May, 2018



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

A handwritten signature in black ink, appearing to read "Kevin D. Carunchio".

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Sheriff DATE: May 18, 2018



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 15
--

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Sheriff William Lutze

FOR THE BOARD MEETING OF: May 15, 2018

SUBJECT: Approval of Siemens Industry, Inc., Maintenance Contract

DEPARTMENTAL RECOMMENDATION: Request Board declare Siemens Industry, Inc as sole source, and approve the 3-year contract between the County of Inyo and Siemens Industry Inc, for the provision of maintenance of fire and safety equipment, in an amount not to exceed \$70,710.00 for the period of July 1, 2018 to June 30, 2021; and authorize the Chairperson to sign, contingent on appropriate signatures being obtained and contingent upon Board's adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: SimplexGrinnel originally installed the electronic controls and Life Safety system in the Inyo County Jail. SimplexGrinnel held the maintenance contract on this equipment every year due to the proprietary nature of the entire system and replacement parts. In July 2003 the Sheriff's office received a proposal from the Fire Safety Division of Siemens to maintain, repair and inspect our Fire and Life Safety equipment. Siemens was able to offer a maintenance contract because nearly all of their technical service personnel were former SimplexGrinnel employees, specifically the technicians who provided service to our facility. Siemens could also acquire the needed parts and guarantee a 4 hour emergency response time. SimplexGrinnell will only commit to a 24 hour response window under any circumstance. Siemens has been awarded the maintenance contracts since 2003 and the primary service technicians continue to maintain the system.



ALTERNATIVES: The Board could choose not to award the contract to Siemens. This is not recommended as Siemens has been reliable and knowledgeable with our system and provides the emergency response we need. The 4-hour response time is a critical issue to our jail operations. The Sheriff's Office has developed a strong working relationship with Siemens and its technicians, who have an understanding of the specific needs of the Jail.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's office

FINANCING: Funding will be included in the FY2018-2019(& subsequent years) requested budget in Budget Unit 022900 Jail General, object code 5265 Other Professional Services.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date <u>04/09/18</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>4/12/2018</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)



4-13-18

Date: _____



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 2, 2020

FROM: Office of the Sheriff

SUBJECT: Ratify payment to American Security for system replacements.

RECOMMENDED ACTION:

Request Board ratify and approve an increase of the Sheriff's purchasing authority with American Security Group of Vista, CA by \$3,216, to a total not-to-exceed amount of \$63,891, for the purchase of annual maintenance, upgrades and replacement security system equipment.

SUMMARY/JUSTIFICATION:

During a site visit, technicians identified cameras that needed replacement and cleaning to keep the jail security system fully functional.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to approve this request. Staff does not recommend this action. American Security is a sole provider of service for the jail security system. Inoperable equipment poses an increase risk to county employee and inmate safety.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding is included in the Jail Security Budget #022706, Professional Services #5265. The Security System is funded through the AB443 Rural and Small County funding.

ATTACHMENTS:

APPROVALS:

Riannah Reade
Darcy Ellis
Jared Sparks

Created/Initiated - 5/20/2020
Approved - 5/20/2020
Approved - 5/20/2020

Riannah Reade
Marshall Rudolph
Amy Shepherd
Jeffrey Hollowell

Approved - 5/20/2020
Approved - 5/20/2020
Approved - 5/21/2020
Final Approval - 5/21/2020



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 2, 2020

FROM: Office of the Sheriff

SUBJECT: Ratify and increase spending authority with Nielsen's Equipment Maintenance for radio repair.

RECOMMENDED ACTION:

Request Board ratify and approve payment, and authorize an increase of the Sheriff's purchasing authority with Nielsen's Equipment Maintenance of Mammoth Lakes, CA by \$10,420, to a total not-to-exceed amount of \$20,420, for the purchase of radio equipment and installation on patrol vehicles.

SUMMARY/JUSTIFICATION:

Multiple Sheriff vehicles required miscellaneous repairs and upgrades to their radio systems this year. Our existing contract with Nielsen's for phase 1 of the radio installation does not include these parts and service in the schedule of fees.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to deny this request. Staff does not recommend this action. Nielsen's Equipment Maintenance has an intimate knowledge of our vehicle radio system and understanding of our specific needs.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding is available in the Sheriff General Budget# 022700, Office and other equipment Object code #5232

ATTACHMENTS:

APPROVALS:

Riannah Reade
Darcy Ellis
Jared Sparks
Riannah Reade

Created/Initiated - 5/20/2020
Approved - 5/20/2020
Approved - 5/20/2020
Approved - 5/20/2020

Marshall Rudolph
Amy Shepherd
Jeffrey Hollowell

Approved - 5/20/2020
Approved - 5/21/2020
Final Approval - 5/21/2020



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 2, 2020

FROM: Debbe Ditmar

SUBJECT: Approve payment to Fire System Solutions Inc. of Fresno CA for the recommended service for fire sprinkler replacement at five County locations.

RECOMMENDED ACTION:

Request Board: A) declare Fire System Solutions Inc. of Fresno, CA a sole-source provider of mandatory fire sprinkler replacement; and B) ratify and approve payment to Fire System Solutions Inc. of Fresno, CA in the amount of \$21,675.

SUMMARY/JUSTIFICATION:

Approval of this request, authorizes payment to Fire System Solutions Inc. for fire sprinkler replacement in the amounts that follow:-Inyo County Jail \$11,605, Mazourka Road Shop \$3,315, Bishop Social Services \$2,245, and Juvenile Hall \$4,510. Sole source is requested as this contractor has prior experience and capability for this highly specialized work that is critical for life safety, and who is currently providing our County fire sprinkler system testing and inspections.

After our initial annual fire sprinkler testing and inspection, Fire System Solutions Inc. Service Manager provided a quote to furnish design, material, and labor for recalled sprinkler head replacement, normal wear replacement, additional sprinklers to be installed, and relocation of the fire department connection and back-flush of that system . The scope of work quoted is necessary to comply with mandatory NFPA Public safety code requirements.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On February 26, 2019 your Board approved a five year contract with Fire System Solutions Inc. of Fresno, CA for annual fire sprinkler system testing and inspection services for five County locations. The replacement of those sprinkler heads was not included in the contract amount.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve payment to Fire System Solutions Inc. making it necessary to go out to bid likely not producing any viable contractor bids willing and able to perform this scope of specialized work, increasing the County's length of time of non-compliance. This is not recommended, as this service is critical in maintaining life safety at these County facilities, under the fire protection code requirements.

OTHER AGENCY INVOLVEMENT:

Auditors Office to verify funds and process the payment to the service contractor.

Risk Management and County Counsel to verify that mandated fire safety compliance code regulations are fully and legally met.

FINANCING:

Funding for these services will be provided by Deferred Maintenance 011501 Maintenance Labor 5191 for the Jail, Road 034600 Professional Services 5265 for Mazourka Road Shop, and Building and Maintenance 011100 Professional Services 5265 for Juvenile Hall and Social Services.

ATTACHMENTS:

1. Inyo County Jail 2019 5 YR Inspection Repairs
2. Inyo County Road Shop 2019 5 YR Inspection Repairs
3. Inyo County One Stop 2019 5 YR Inspection Repairs
4. Inyo County Juvenile Center 2019 5 YR Inspection Repairs

APPROVALS:

Debbe Ditmar	Created/Initiated - 5/22/2020
Darcy Ellis	Approved - 5/25/2020
Debbe Ditmar	Approved - 5/27/2020
Breanne Nelums	Approved - 5/27/2020
Michael Errante	Approved - 5/27/2020
Amy Shepherd	Approved - 5/27/2020
Grace Chuchla	Approved - 5/27/2020
Aaron Holmberg	Approved - 5/27/2020
Michael Errante	Final Approval - 5/27/2020



February 5, 2020

Ca. Lic. C16/C10 982763

County Of Inyo Building Maintenance

Chris Cox

PO Box Drawer Q

Independence, CA 93526

PH: 760-937-4518

**Re: Inyo County Jail 550 S. Clay St.
Independence, California
Our Estimate number: **0220-0010****

Subject: 2019 5 Year Inspection Repairs

Gentlemen,

Fire System Solutions hereby proposes to furnish design, material and labor to perform the following outlined

Scope of Work for the sum of:

\$ 11,605.00

Scope of Work

A. Including:

1. Removal and replacement of Approx. 80 Central Mod GB recalled sprinkler heads in common areas, Item 1.20
2. Removal and replacement of (4) dry pendants for 10-year testing with UL certified testing laboratories (by others) Item 2.1.
3. Relocate fire department connection and backflush system, Item 3.3.
4. Design, material and installation to conform NFPA 13, 2013 edition requirements and authorities having jurisdiction.
5. Work to be performed during normal working hours.

B. Excluding:

1. Modifications to the existing sprinkler system other than those specified in this proposal.
2. Painting, priming, masking, cutting and patching of any nature.
3. Alarm and detection or central station (supervisory) alarm service.
4. Design criteria more stringent than NFPA 13 requirements.
5. Ceiling removal or replacement.
6. Protection or covering of items located within the workspace.
7. Overtime, weekend, holiday or shift work
8. Integrity of the existing system.

If you would like us to proceed with the above outlined scope of work, please sign below and return and we will get started on the design/installation portion right away. Please issue a contract/P.O. for this work as soon as possible. If you have any questions or require additional information, please contact us at (559) 275-4894

This proposal is valid for 30 days from the date of this proposal.

Sincerely,

Accepted: _____

Dated: _____

Ben Fitzgerald
Fire System Solutions
Service Manager



February 5, 2020

Ca. Lic. C16/C10 982763

County Of Inyo Building Maintenance

Chris Cox

PO Box Drawer Q

Independence, CA 93526

PH: 760-937-4518

Re: Inyo County Road Shop 750 Clay St.

Independence, California

Our Estimate number: **0220-0012**

Subject: 2019 5 Year Inspection Repairs

Gentlemen,

Fire System Solutions hereby proposes to furnish design, material and labor to perform the following outlined

Scope of Work for the sum of:

\$ 3,315.00

Scope of Work

A. Including:

1. Add 1 fire sprinkler head at steam cleaner room, and 1 at the road sign storage room, Item 1.18
2. Removal and replacement of (4) dry pendants for 10-year testing with UL certified testing laboratories (by others) Item 2.1.
3. Design, material and installation to conform NFPA 13, 2013 edition requirements and authorities having jurisdiction.
4. Work to be performed during normal working hours.

B. Excluding:

1. Modifications to the existing sprinkler system other than those specified in this proposal.
2. Painting, priming, masking, cutting and patching of any nature.
3. Alarm and detection or central station (supervisory) alarm service.
4. Design criteria more stringent than NFPA 13 requirements.
5. Ceiling removal or replacement.
6. Protection or covering of items located within the workspace.
7. Overtime, weekend, holiday or shift work
8. Integrity of the existing system.

If you would like us to proceed with the above outlined scope of work, please sign below and return and we will get started on the design/installation portion right away. Please issue a contract/P.O. for this work as soon as possible. If you have any questions or require additional information, please contact us at (559) 275-4894

This proposal is valid for 30 days from the date of this proposal.

Sincerely,

Accepted: _____

Dated: _____

Ben Fitzgerald
Fire System Solutions
Service Manager



February 5, 2020

Ca. Lic. C16/C10 982763

County Of Inyo Building Maintenance

Chris Cox

PO Box Drawer Q

Independence, CA 93526

PH: 760-937-4518

Re: Inyo County, Bishop One Stop 920 N Main St.
Bishop, California

Our Estimate number: **0220-0013**

Subject: 2019 5 Year Inspection Repairs

Gentlemen,

Fire System Solutions hereby proposes to furnish design, material and labor to perform the following outlined

Scope of Work for the sum of:

\$ 2,245.00

Scope of Work

A. Including:

1. Remove and replace 9 fire sprinkler heads at overhang, Item 1.20
2. Remove and replace fire sprinkler heads of like type throughout tenant spaces per Item 1.20
3. Design, material and installation to conform NFPA 13, 2013 edition requirements and authorities having jurisdiction.
4. Work to be performed during normal working hours.

B. Excluding:

1. Modifications to the existing sprinkler system other than those specified in this proposal.
2. Painting, priming, masking, cutting and patching of any nature.
3. Alarm and detection or central station (supervisory) alarm service.
4. Design criteria more stringent than NFPA 13 requirements.
5. Ceiling removal or replacement.
6. Protection or covering of items located within the workspace.
7. Overtime, weekend, holiday or shift work
8. Integrity of the existing system.

If you would like us to proceed with the above outlined scope of work, please sign below and return and we will get started on the design/installation portion right away. Please issue a contract/P.O. for this work as soon as possible. If you have any questions or require additional information, please contact us at (559) 275-4894

This proposal is valid for 30 days from the date of this proposal.

Sincerely,

Accepted: _____

Dated: _____

Ben Fitzgerald
Fire System Solutions
Service Manager



February 5, 2020

Ca. Lic. C16/C10 982763

County Of Inyo Building Maintenance

Chris Cox

PO Box Drawer Q

Independence, CA 93526

PH: 760-937-4518

**Re: Inyo County Juvenile Center 201 Mazourka Canyon Rd.,
Independence, California**

Our Estimate number: **0220-0011**

Subject: 2019 5 Year Inspection Repairs

Gentlemen,

Fire System Solutions hereby proposes to furnish design, material and labor to perform the following outlined

Scope of Work for the sum of: **\$4,510.00**

Scope of Work

A. Including:

1. Replace 1 painted fire sprinkler and relocate 2 fire sprinklers, Item 1.20
2. Relocate fire department connection and backflush system, Item 3.3.
3. Design, material and installation to conform NFPA 13, 2013 edition requirements and authorities having jurisdiction.
4. Work to be performed during normal working hours.

B. Excluding:

1. Modifications to the existing sprinkler system other than those specified in this proposal.
2. Painting, priming, masking, cutting and patching of any nature.
3. Alarm and detection or central station (supervisory) alarm service.
4. Design criteria more stringent than NFPA 13 requirements.
5. Ceiling removal or replacement.
6. Protection or covering of items located within the workspace.
7. Overtime, weekend, holiday or shift work
8. Integrity of the existing system.

If you would like us to proceed with the above outlined scope of work, please sign below and return and we will get started on the design/installation portion right away. Please issue a contract/P.O. for this work as soon as possible. If you have any questions or require additional information, please contact us at (559) 275-4894

This proposal is valid for 30 days from the date of this proposal.

Sincerely,

Accepted: _____

Dated: _____

Ben Fitzgerald
Fire System Solutions
Service Manager



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 2, 2020

FROM:

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of May 5, 2020 and May 12, 2020, and the minutes of the special Board meetings of May 8, 2020 and May 15, 2020.

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:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 5/27/2020
Final Approval - 5/27/2020



County of Inyo



Public Works - Town Water Systems

TIMED ITEMS - ACTION REQUIRED

MEETING: June 2, 2020

FROM: Chris Cash

SUBJECT: Enactment of Title 4 Updates related to SB 998

RECOMMENDED ACTION:

Request Board approve proposed Ordinance No. 1256, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding, Repealing, and Amending Certain Sections of Title 4 of the Inyo County Code Related to the County Water Systems."

SUMMARY/JUSTIFICATION:

At the May 26, 2020 Board of Supervisors meeting, your Board read the title and waived further reading of a proposed ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding, Repealing, and Amending Certain Sections of Title 4 of the Inyo County Code Related to the County Water Systems." Also on May 26, your Board scheduled this ordinance for enactment for 10:30 a.m. on Tuesday, June 2, 2020, in the Board of Supervisors Chambers, County Administrative Center, Independence.

This ordinance therefore comes to your Board for enactment on this day.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to enact this ordinance. However, that is not recommended. As detailed in the May 26 staff report and as discussed by Chris Cash at the May 26 Board of Supervisors meeting, this ordinance makes much needed updates to Title 4 of the County Code and brings the County into compliance with SB 998 (2018).

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Title 4 Update Ordinance

APPROVALS:

Grace Chuchla
Darcy Ellis
Grace Chuchla
Chris Cash
Michael Errante

Created/Initiated - 5/26/2020
Approved - 5/26/2020
Approved - 5/26/2020
Approved - 5/26/2020
Final Approval - 5/26/2020

ORDINANCE NO. _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
ADDING, REPEALING, AND AMENDING CERTAIN SECTIONS
OF TITLE 4 OF THE INYO COUNTY CODE RELATED
TO THE COUNTY WATER SYSTEMS**

The Board of Supervisors of Inyo County ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to update various sections of Title 4 of the Inyo County Code in order to bring Title 4 into compliance with SB 998 (2019), which imposed certain rules related to disconnecting water service for nonpayment.

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to the authority given the Inyo County Board of Supervisors by California Government Code section 25690, which authorize the County to operate a water system, and SB 998 (2019) (Cal. Health & Safety Code section 116900, *et seq.*), which imposes rules related to disconnecting service for nonpayment.

SECTION THREE. MODIFICATIONS TO TITLE 4.

The following sections of Title 4 of the Inyo County Code are hereby repealed, amended, or added as follows:

- Section 4.10.070 – Repealed in its entirety
- Section 4.10.080 – Repealed in its entirety
- Section 4.10.090 – Amended as shown in Exhibit A
- Section 4.10.130 – Amended as shown in Exhibit A
- Section 4.10.140 – Amended as shown in Exhibit A
- Section 4.12.040 – Amended as shown in Exhibit A
- Section 4.12.050 – Amended as shown in Exhibit A
- Section 4.12.055 – Added to Title 4 as a new section as shown in Exhibit A
- Section 4.12.070 – Amended as shown in Exhibit A

Any section of Title 4 not included in the above list is not modified.

SECTION FOUR. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each and every section, subsection,

sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

SECTION FIVE. CEQA COMPLIANCE.

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

SECTION SIX. EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for or against the same.

PASSED AND ADOPTED this _____ day of May, 2020, by the following vote:

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

MATT KINGSLEY, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

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

EXHIBIT A

4.10.090 Amount of deposit.

All prospective customers shall be required to make a deposit in an amount to be set by resolution of the Board of Supervisors.

If a customer's water service is discontinued under any of the circumstances set out in Inyo County Code section 4.10.130 or at the request of the customer, the customer's deposit shall be automatically applied to cover any outstanding balance. Before service is reestablished, the customer shall be required to pay any additional amount necessary to bring his or her previous deposit up to the current charge for a deposit.

4.10.130 Discontinuance of service by county.

- A. Nonpayment of Bills. A customer's water service may be discontinued for non-payment of a bill for water service rendered, if the bill has not been paid within the time prescribed by Section 4.12.040.
- B. Noncompliance with the County's Rules. If a customer fails to comply with any provision of this title other than provisions requiring the timely payment of bills, the county will advise the customer of such failure by providing five days written notice informing the customer of the nature of the noncompliance and that service will be discontinued unless the customer remedies the noncompliance. After such notice, the county may discontinue service to the customer without further notice.
- C. Conditions Detrimental or Damaging to the County or its Customers. If an unsafe or hazardous condition is found to exist on the customer's premises, or if the use of water thereon by apparatus, appliances, equipment, or otherwise is found to be detrimental or damaging to the county or its customers, the service may be shut off without notice. The county will notify the customer of the reasons for the discontinuance and the corrective action to be taken by the customer before service can be restored.

4.10.140 Service restoration charges.

Service restoration charges shall be set by resolution of the Board of Supervisors. The cost of such charges shall be limited to the actual cost incurred by the County and in no event shall it be higher than the permissible charges set forth in California Health & Safety Code § 116914(a)(1); provided, however, that if a customer's water is shut off for a reason stated in Inyo County Code § 4.10.030 and the customer, without the permission of the County, turns the water back on or allows the water to be turned on without the County's permission, the County shall collect an additional amount of \$100 from the customer before water is restored as a penalty.

4.12.040 Delinquency of bills.

All bills for water service are due and payable upon presentation. If a bill has not been paid within sixty calendar days after the due date stated in the bill, it is delinquent and service shall be discontinued in accordance with the procedures set forth in section 4.14.050.

4.12.050 Notice required before discontinuation of service.

At least seven business days before service is discontinued due to delinquency of bills as stated in section 4.12.040, the county shall contact the customer named on the account by telephone or written notice.

- A. If the county contacts the customer via telephone, the county shall offer to provide in writing to the customer the county's Policy on Discontinuation of Residential Service for Nonpayment. The county shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

- B. If the county contacts the customer via written notice, the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:
 - i. The customer's name and address.
 - ii. The amount of the delinquency.
 - iii. The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
 - iv. A description of the process to apply for an extension of time to pay the delinquent charges.
 - v. A description of the procedure to petition for bill review and appeal.
 - vi. A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the county's Policy on Discontinuation of Residential Service for Nonpayment.

- C. If the county is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the county shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the county's Policy for Discontinuation of Residential Service for Nonpayment.

4.12.055 Discontinuation of Service – Particular Situations

The county shall not discontinue residential service for nonpayment if all of the following conditions are met:

- A. The customer, or a tenant of the customer, submits to the county the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.
- B. The customer demonstrates that he or she is financially unable to pay for residential service within the county's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the county's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.
- C. The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the county's Policy on Discontinuation of Residential Service for Nonpayment.

If the three conditions listed above in (a), (b), and (c) are met, the county may offer the customer one or more of the following Payment Plan Options: amortization of the unpaid balance; participation in an alternative payment schedule; a partial or full reduction of the unpaid balance financed without additional charges to other ratepayers; and/or temporary deferral of payment. The county may choose which of the Payment Plan Options listed above the customer undertakes and may set the parameters of that payment option pursuant to the county's Policy on Discontinuation of Residential Service for Nonpayment.

If a customer is participating in any of the Payment Plan Options described above and does not make the required payments, service may be discontinued no sooner than 5 business days if both of the following are true:

- A. The county has posted a notice of intent to disconnect service in a prominent and conspicuous location at the property; and
- B. While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

4.12.070 Disputed or erroneous bills.

Any customer who believes that his or her bill contains inaccuracies may challenge the bill via the process set forth below:

- A. Within thirty days of the due date for the bill that the customer seeks to challenge, the customer must file with the Director of Public Works a written statement that sets out:

- i. The bill being challenged;
- ii. The date of issuance of that bill;
- iii. The basis for challenging that bill;
- iv. The alleged defects in the bill.

B. The Director of Public Works shall review the initial challenge described in subsection (a) and determine the appropriate course of action. The Director of Public Works shall inform the property owner of his or her decision in writing within sixty days of the receipt of the initial challenge.

C. Finality of Decision. The decision of the Director of Public Works shall be the final administrative decision. No further administrative appeals to the county board of supervisors or any other county board or commission shall be permitted.

If a customer timely appeals the Director of Public Works' decision to any court to which such an appeal may be lawfully taken, the county shall not discontinue residential service while the appeal is pending.