

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 9, 2020 - 8:30 AM

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

CLOSED SESSION

2. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** – Title: County Administrative Officer.
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. **County Administrator** - Request Board approve Amendment No. 2 between County of Inyo and Elizabeth Corpora for the Provision of Professional Services as a Public Defender , extending the end date to June 30, 2022 and increasing the contract amount by \$227,000, pending the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all signatures being obtained.
10. **County Administrator** - Request Board approve Amendment No. 9 to the contract between Gregory L. James, Water/Environmental Attorney Regarding Natural Resources, and the County of Inyo by extending the term of the contract to July 1, 2013 through June 30, 2021, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
11. **County Administrator - Recycling & Waste Management** - Request Board approve the contract between the County of Inyo and Bishop Waste of Bishop, CA, for the processing of recyclables collected at the Bishop-Sunland Landfill in an amount not to exceed \$31,296 for the period of July 1, 2020 through June 30, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
12. **County Administrator - Recycling & Waste Management** - Request Board authorize a purchase order in an amount not to exceed \$13,906.00, payable to Aztec Containers of Vista, CA for a used refurbished storage container to be used as a gatehouse at the Independence Landfill.
13. **County Counsel** - Request Board approve and authorize the Chairperson to sign the Amended and Restated Great Basin Air Pollution Control District Unification Agreement.
14. **County Counsel** - Request Board approve and authorize the Chairperson to sign the proposed Agreement Regarding Legal Services to be Provided by the Inyo County Counsel's Office to the Eastern Sierra Council of Governments Joint Powers Authority (ESCOG).

15. **Public Works** - Request Board approve Resolution No. 2020-26 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Bishop Library Exterior Coating Removal Project," and authorize the Chairperson to sign.
16. **Planning Department** - Request the Board approve the contract between the County of Inyo and the Inyo Local Agency Formation Commission to provide staff services in the amount not to exceed \$14,464.80 for the period of July 1, 2020 through June 30, 2021, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget; authorize the Chairperson to sign; and, direct the Planning Department and County Counsel to provide services as outlined in the contract.
17. **Public Works - Road Dept.** - Request Board: A) declare Interstate Sales of Auburn, CA the successful bidder for 30,000 pounds of reflective glass beads (Type II) per Bid No. RD2020-04; and B) authorize the purchase of 30,000 pounds of reflective glass beads from Interstate Sales of Auburn, CA in an amount not to exceed \$13,260.25.
18. **Public Works** - Request Board approve Amendment No. 3 to the agreement between the County of Inyo and TEAM Engineering Inc. of Bishop, CA, increasing the contract to an amount not to exceed \$82,000 and extending the term end date from June 30, 2020 to February 28, 2021, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget; and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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

19. **Health & Human Services - EMCC** - Request Board: A) approve a proclamation titled, "Proclamation of the Board of Supervisors, County of Inyo, Honoring Carl Dennett as the Inyo County 2020 EMS Provider of the Year;" and B) present the proclamation to Carl Dennett.
20. **Board of Supervisors** - Request Board: A) approve a proclamation recognizing the many years of selfless service to the communities of Southeast Inyo County by Carl and Suzi Dennett; and B) present the proclamation to the Dennetts.
21. **Health & Human Services - ESAAA** - Request Board:
 - A) approve the 2020-2024 Area Plan for Services for Planning and Services Area 16 (Inyo and Mono Counties);
 - B) set the minimum percentages for the subcategory of Supportive Services as recommended by the Advisory Council (50% for access, 10% for legal services, and 5% for in-home services); and
 - C) authorize the Chairperson to sign the required Transmittal Letter.
22. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of May 19, 2020, May 26, 2020 and June 2, 2020.

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

23. **PUBLIC COMMENT**

CORRESPONDENCE - ACTION

24. **Northern Inyo Healthcare District** - Pursuant to Resolution 20-03, adopted by the Northern Inyo Healthcare District Board of Directors on May 20, 2020, request Board consolidate the Healthcare District Election of Directors with the Statewide General Election to be held on November 3, 2020.

BOARD MEMBERS AND STAFF REPORTS



County of Inyo



County Administrator

CONSENT - ACTION REQUIRED

MEETING: June 9, 2020

FROM: Denelle Carrington

SUBJECT: Approval of Contract Amendment for Public Defender Contract

RECOMMENDED ACTION:

Request Board approve Amendment No. 2 between County of Inyo and Elizabeth Corpora for the Provision of Professional Services as a Public Defender , extending the end date to June 30, 2022 and increasing the contract amount by \$227,000, pending the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all signatures being obtained.

SUMMARY/JUSTIFICATION:

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

On June 16, 2015 your Board too action to approve the original contract with Elizabeth Corpora, to insure the provision of adequate Public Defender services, and to minimize potential conflicts (and provide coverage when conflicts exist). On June 27, 2017 your Board approved Amendment #1 with Elizabeth Corpora extending the date of her contract to June 30, 2020 and increase her contract amount to cover that extension. The amendment being presented to you today will continue those efforts and will continue to provide the Public Defender services that the County is required to provide.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

Funding for this amendment will be budgeted in the Public Defender Budget #022600 in Professional Services (5265) in future County Budgets, contingent upon your Boards approval.

ATTACHMENTS:

1. Corpora Original Contract
2. Corpora Amendment 1
3. Corpora Amendment 2

APPROVALS:

Denelle Carrington	Created/Initiated - 5/19/2020
Darcy Ellis	Approved - 5/20/2020
Denelle Carrington	Approved - 5/28/2020
Marshall Rudolph	Approved - 5/28/2020
Amy Shepherd	Approved - 5/28/2020
Clint Quilter	Final Approval - 6/3/2020

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 16th day of *JUNE, 2015* an order was duly made and entered as follows:

Public Defender/
Corpora Contract

Moved by Supervisor Tillemans and seconded by Supervisor Pucci to approve the Agreement between the County of Inyo and Elizabeth Corpora, Attorney at Law, a Professional Corporation, for the provision of professional services as a Public Defender (dependency cases, delinquency cases, child support cases, patient rights advocate cases, mental health and conservatorship cases) for the period of July 1, 2015 through June 30, 2017 in an amount not to exceed \$227,000, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 16th

Day of June 2015



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By:

Patricia Gunsolley
Patricia Gunsolley, Assistant

Routing

CC _____
Purchasing _____
Personnel _____
Auditor _____
CAO _____
Other _____

DATE: July 6, 2015



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

39

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

FROM: County Administrator

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: Approval of Agreement for Public Defender Services

DEPARTMENTAL RECOMMENDATION:

Recommend Board approve the agreement between the County of Inyo and Elizabeth Corpora, Attorney at Law, a Professional Corporation, for the Provision of Professional Services As a Public Defender [Dependency Cases, Delinquency Cases, Child Support Cases, Patients Rights Advocate Cases, Mental Health and Conservatorship Cases] for the period of July 1, 2015 through June 30, 2017, in an amount not to exceed \$227,000 pending appropriate signatures and adoption of future County Budgets, and authorize the Chair to sign.

SUMMARY DISCUSSION:

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

The County's current contract with attorney Elizabeth Corpora for the provision of public defender services for the Welfare and Institutions, Family Support and Juvenile Court public defender services will be expiring June 30, 2015.

To ensure the provision of adequate Public Defender services, and in an effort to minimize potential conflicts (and provide coverage when conflicts exist), the County's Public Defender contracts are generally structured to divide Public Defender services between the juvenile and the adult courts, and each Public Defender is assigned primary and secondary responsibilities; usually with priorities for conflict coverage assigned within each responsibility area. In this manner, the County is able to ensure reasonable coverage for legal representation that the County is required to provide before the various courts for qualified indigent persons. Working with County Counsel, this public defender contract and associated scope of work for the agreement presented for your Board's consideration today has been revised to provide greater accountability in the provision of indigent legal services, including providing the County a means of possibly recouping public defender costs.

ALTERNATIVES:

Your Board could choose not to approve the contract with Elizabeth Corpora, however, this is not advised - the contract is fair and will satisfy the County's obligation to provide indigent legal services more efficiently and cost-effectively than paying for out-of-contract legal services.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

Funding for this contract exists in the Fiscal Year 2015-2016 Preliminary Budget, and in the outlying years the contract is contingent on approval of future County Budgets.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>06/11/15</u> Date _____
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>eps</u> Date <u>6/11/2015</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: <u>✓</u> Date <u>06-11-2015</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)



Date: 06-11-2015

**AGREEMENT BETWEEN COUNTY OF INYO
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") requires professional services for the purpose of providing legal representation before the various courts, for certain qualified indigent persons who fall within any of the following classifications:

1. Criminal defendants brought before the Superior Courts of Inyo County on felony charges (hereinafter referred to as "Felony cases");
2. Criminal defendants brought before the Superior Courts of Inyo County on misdemeanor charges (hereinafter referred to as "Misdemeanor cases");
3. Minors brought before the Juvenile Court of Inyo County for proceedings under Welfare and Institutions Code Sections 601 and 602 (hereinafter referred to as "Delinquency cases");
4. Minors and/or parents brought before the Superior Court of Inyo County and/or appropriate Courts of Appeal for proceedings under Welfare and Institutions Code section 300 (hereinafter referred to as "Dependency cases");
5. Persons ordered to show cause before the Superior Court of Inyo County re contempt for alleged failure to pay child support or before said court in proceedings to establish paternity and support (hereinafter referred to as "Child Support cases");
6. Persons involuntarily detained by Inyo County for treatment and evaluation pursuant to sections 5150 and 5170 of the Welfare and Institutions Code, or for prolonged subsequent detention pursuant to Welfare and Institutions Code sections 5250, 5260, 5300, 5304 or 6500; or proposed L.P.S Conservatees and L.P.S. Conservatees brought before the Inyo County Superior Court and/or appropriate Courts of Appeal pursuant to sections 5350 or 5352.1 of the Welfare and Institutions Code; or persons brought before the Inyo County Superior Court and/or appropriate Courts of Appeal for post adjudication of criminal mental health status proceeding under Penal Code 1026 et. seq.; Children in proceedings to declare child free from parental custody and control (Family Code section 7861); or indigent parents in proceedings to declare child free from parental custody and control (Family Code section 7860); or indigent non-custodial parents in proceedings to terminate the parent's rights for willful failure to communicate and support (Family Code section 7860); or conservatees, proposed conservatees, or persons alleged to lack legal capacity or unable to retain legal counsel and requesting the appointment of counsel in proceedings to establish a conservatorship or appoint a proposed conservator, terminate conservatorship, remove the conservator, or obtain an order authorizing removal of a temporary conservatee from the temporary conservatee's place of residence (Probate Code section 1471), [hereinafter all referred to as "Mental Health cases");
7. Patients for whom the Contractor is appointed the patients rights advocate pursuant to Welfare and Institutions Code Section 5520, by the Inyo County Mental Health Director (hereinafter referred to as "Patient Rights Advocate Cases");
8. Persons brought before the Inyo County Superior Court for determinations and commitments under Welfare and Institutions Code Section 6600 et seq. (hereinafter referred to as "Sexually Violent Predator cases");

9. Persons taking misdemeanor criminal appeals from the Inyo County Superior Court to the Appellate Division of the Superior Court of Inyo County (hereinafter referred to as "Misdemeanor Appeal cases"); and
10. Persons requiring Public Defender representation under the provisions of AB 109; and
11. Any other persons for whom the County is statutorily required to fund Public Defender services.

WHEREAS, the County has by contract divided performance of the required professional services described above between private attorneys retained as independent contractors ("Contract Public Defenders") to perform public defender services for the County. The purpose of said contracts for public defender services is to provide competent and effective legal representation to qualified indigent persons appearing before the various courts and to minimize the expenditure of County funds for the payment of court appointed private attorneys appearing *pro tempore* as public defenders, in cases where the Contract Public Defenders are unable to appear due to attorney-client and/or time conflicts of interest.

WHEREAS, the County has the need for Elizabeth Corpora, Attorney at Law, a Professional Corporation of Bishop, CA (hereinafter referred to as "Contractor") to provide professional legal services as a Contract Public Defender for Inyo County (North and South).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter set forth, the County and Contractor agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, all of those services and work set forth in the Scope of Work, Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the judges of the Superior Court of Inyo County. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, as to the level or amount of services or work which will be requested or required of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to compensate Contractor, over and above that provided for in this Agreement, for the performance of any services or work required to be performed by Contractor under this Agreement.

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

2. TERM.

The term of this Agreement is for the period from July 1, 2015 to June 30, 2017.

3. CONSIDERATION.

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees, Attachment B, attached hereto and by reference incorporated herein, for the performance of the services and work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed travel expenses or per diem for any in-county travel performed by Contractor in providing services and work under this

Agreement. County shall reimburse Contractor for Court authorized out-of-county travel expenses and per diem which Contractor incurs in providing work and services under this Agreement. Contractor shall on a case by case basis, and prior to incurring any out-of-County travel expenses or per diem, receive written authorization for Contractor to travel out-of-county on the case from the assigned judge. Properly authorized out-of-county travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for out-of-county travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by Contractor without the prior authorization of the assigned judge.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees, Attachment B, for those incidental expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work under this Agreement. Reimbursement by County for such incidental expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

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

E. Billing and payment. County shall pay to Contractor the monthly payments set forth in the Schedule of Fees, Attachment B, without any billing or statement from Contractor, provided that Contractor shall on no more frequently than a monthly basis submit to the County and/or Court a statement showing Contractor's charges for time and expenses as incurred if the Court has ordered the client to pay such charges. Within 30 days of Contractor incurring any authorized incidental, travel, or per diem expenses, Contractor shall submit a statement to the County. The statement will itemize each incidental, travel, or per diem expense and identify the date and case in which the expense was incurred. The statement will include a conformed copy of the court authorization for travel and/or incidental expenses and receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. County will make payment to Contractor for all authorized reimbursable expenses for which a statement is properly submitted, within 30 days of the County's receipt of such statement.

F. Federal and State taxes.

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

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

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. It is understood by Contractor that the performance of the services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with the courts of Inyo County, other Inyo County Contract Public Defenders, other counsel, and parties, as necessary, to insure that all services and work under this Agreement will be performed in a timely manner.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, 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. 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 license, 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.epls.gov>.

6. COUNTY PROVIDED SERVICES AND SUPPLIES.

County will provide Contractor with those services and supplies which are specifically identified in the Schedule of County Provided Services and Supplies, Attachment C, attached hereto and by reference incorporated herein. County incurs no obligation nor requirement to reimburse or compensate Contractor if he/she for any reason does not use the County provided services and supplies, or procures similar services and supplies from other sources.

7. COUNTY PROPERTY.

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

8. PRODUCTS OF CONTRACTOR'S WORK AND SERVICES.

Unless otherwise legally privileged, 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, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the Contractor.

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except for the County Provided Services and Supplies provided for in Section 6 above, Contractor shall provide all such office space, supplies, equipment, vehicles, reference materials and books, postage, letterhead, stationery, secretarial services, receptionist services, legal assistant services, telephone services, duplicating services, and case storage facilities as are necessary to provide the work and services required of Contractor by this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees, Attachment B, County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items or services. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items or services not specifically set forth in the Schedule of Fees (Attachment B) as Incidental Expenses, is the sole responsibility and obligation of Contractor.

10. WORKERS' COMPENSATION.

To the extent required by law, 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 and a waiver of subrogation shall be provided.

11. INSURANCE.

Contractor shall procure and maintain for the duration of the Agreement, 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.

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

1. General Liability (including operations, products and completed operations as applicable): \$100,000.00 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: \$300,000.00 per accident for bodily injury and property damage.
3. Employer's Liability: \$500,000.00 per accident for bodily injury or disease.
4. Malpractice/ Professional Liability: \$1,000,000.00 per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees

and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County 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 County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, 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 County.
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 County at its option may waive this requirement.

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

12. STATUS OF CONTRACTOR.

All acts of Contractor, his/her 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.

13. DEFENSE AND INDEMNIFICATION.

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

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

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

14. 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 substituting photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which are not otherwise legally privileged information, and which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor.

C. Workload Data. Contractor shall promptly provide to County any and all workload or case data, which is not otherwise legally privileged information upon the written request of either the County Administrator or the County Board of Supervisors.

15. NONDISCRIMINATION.

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

16. CANCELLATION.

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

17. TERMINATION OF THIS AGREEMENT.

Upon the termination of this Agreement or any extension thereof, County shall pay Contractor such compensation due, if any, prorated to the date of termination; and Contractor shall deliver all active and inactive case files to the attorney or law office as the County Administrator shall designate in writing.

Should the County terminate that portion of this Agreement requiring legal services in Dependency cases, the payment for Contractor's services will be reduced by twenty percent (20%) as more particularly discussed in Attachment B.

18. TERMINATION OF PREVIOUS AGREEMENT.

Contractor agrees that upon the execution of this Agreement by the parties hereto, any prior written Agreement for the provision of professional services as a Contract Public Defender for the County of Inyo shall be terminated, and the consideration for the continued representation of clients in the courts of the County of Inyo shall be subject to the terms and conditions of this Agreement as of the effective date of this Agreement. It is further understood between the parties hereto that there are no oral agreements or representations between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, and none thereof shall be used to interpret or construe this Agreement.

19. 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.

20. 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.

21. 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-nine (29) below.

22. 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 in compliance with law.

23. CONFLICTS.

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Agreement. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Agreement. Additionally, Contractor, during the term of this Agreement agrees not to advise or represent any person, corporation or entity with a claim or cause of action against the County of Inyo, its officers, agents, or employees.

24. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

25. 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.

26. 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-nine (29) (Amendment).

27. 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.

28. RENEGOTIATION.

Either the County or the Contractor may, upon sixty (60) days written notice, initiate renegotiation of the Scope of Work (Attachment A and A-1) and Schedule of Fees (Attachment B). If as a result of renegotiations, both parties agree to modify the Scope of Work and Schedule of Fees, such modification must comply with the requirements of paragraph twenty-nine (29) (Amendment).

29. 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.

30. 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:

<u>County Administrator</u>	Department
<u>224 North Edwards</u>	Street
<u>P.O. Drawer N</u>	
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:	
<u>Elizabeth Corpora</u>	Name
<u>Attorney at Law, a Professional Corporation</u>	
<u>P.O. Box 1161</u>	Street
<u>Bishop, CA 93514</u>	City and State

31. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND Elizabeth Corpora, Attorney at Law, A Professional Corporation
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: July 1, 2015 TO: JUNE 30, 2017

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 6th
DAY OF June 2015.

COUNTY OF INYO

By: [Signature]

Dated: 6-16-15

**CONTRACTOR: ELIZABETH CORPORA A
PROFESSIONAL LAW CORPORATION**

By: [Signature]
Signature

Elizabeth Corpora, Attorney at Law

Dated: 19 June 2015

**APPROVED AS TO FORM AND
LEGALITY:**

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

dg/Contracts/PubDefender/Elizabeth Corpora 061115

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND ELIZABETH CORPORA ATTORNEY AT LAW A PROFESSIONAL LAW CORPORATION
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

TERM:

FROM: July 1, 2015 TO: JUNE 30, 2017

SCOPE OF WORK:

1. PRIMARY RESPONSIBILITIES.

A. WARRANTY. Contractor warrants that he/she has read and reviewed the contracts of all the other attorneys engaged by the County to provide professional services as public defenders (hereinafter referred to as "Contract Public Defenders") during the term of this Agreement. Such Agreements are by reference incorporated herein as though set forth in full. Contractor agrees and understands that he/she shall consult, confer, and agree with all the other Contract Public Defenders, and shall provide legal representation and substitute handling and coverage of Contract Public Defender cases as required by the provisions below. Contractor agrees and understands that these provisions are of mutual benefit to Contractor and each of the other Contract Public Defenders, and does not entitle Contractor to any additional compensation under this Agreement.

B. DEFINITIONS.

1. "Attorney-Conflict of Interest" cases are those that would be within the primary responsibilities of another Contract Public Defender but for an attorney-client conflict of interest of that public defender. Attorney-client conflicts are those that are defined and recognized by applicable law.

2. "Time Conflict" cases are those that are within the primary responsibilities of another Contract Public Defender who is unable to fulfill his/her contractual duties to attend the courts and represent the clients in such cases for whatever reason including, but not limited to vacations, temporary illnesses, conflicting court calendars, or attendance at attorney education courses.

C. ATTORNEY-CLIENT CONFLICT OF INTEREST CASES. Except as may be provided in F. below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide legal representation for attorney-client conflict of interest cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement, attached hereto and by referenced incorporated herein.

D. TIME CONFLICT CASES. Except as may be provided in E and F below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide substitute handling and coverage of court calendars and legal representation in time conflict cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement.

E. TIME CONFLICT CASES LIMITATION. Contractor shall provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible but for whatever reason, the duties of such other Contract Public Defender cannot be performed for a period of not more than thirty (30) consecutive calendar days.

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

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

TERM:

FROM: July 1, 2015 TO: JUNE 30, 2017

SCOPE OF WORK:

1. A defendant charged with a Felony;
2. A defendant charged with a capitol or other serious offense in which the death penalty or life imprisonment without possibility of parole is a possible sanction;
3. A minor, who, if charged and tried as an adult, may face the death penalty or life imprisonment without the possibility of parole;
4. A minor or parent(s) on a Writ arising out of a dependency case in which the Contractor represents such minor or parent(s).

G. DECLARATIONS AND STATEMENTS FOR REIMBURSEMENT OF PUBLIC DEFENDER FEES AND COSTS.

1. In the event Contractor seeks reimbursement for costs spent in defense pursuant to court Order, each invoice submitted for payment shall be accompanied by a declaration affirming the invoice represents a service provided in the defense of the matter from which the Order issued and shall be signed by the attorney seeking payment of the invoice. [See Attachment B "Schedule of Fees" paragraph 3.A.]
2. Pursuant to Penal Code section 987.8 Contractor shall prior to disposition or the final hearing file with the appointing court in each and every case in which Contractor appeared as a Contract Public Defender, the requisite form or forms declaring the amount of time expended on the case by Contractor and any costs incurred in connection with Contractor's representation of the client, including but not limited to any expert or investigative fees and costs, to facilitate reimbursement hearings.
3. Contractor shall provide needed documentation required by the reviewing court to support the value of all public defender services for which reimbursement is sought pursuant to Penal Code section 987.8 or any other provision of law providing for the reimbursement to the County for the cost of public defender services.
4. Contractor shall prepare and submit to the County and the Court statements, no more frequently than monthly, showing time and cost charges as incurred for those cases in which the court has ordered that Contractor's client is responsible to pay for such charges.
5. Contractor shall provide the County copies of any forms or declarations provided to the court under this section in electronic format and at intervals specified by the County.

H. MONTHLY CASE REPORTING OF HOURS AND COSTS. Contractor shall provide monthly reports specifying the total hours and costs expended by Contractor for each specific category of cases on which the Contractor provides services under the terms of this Agreement. [See Introduction paragraphs 1-11.] County may provide Contractor the format for such reports, which shall be transmitted in electronic format. County is not requesting, nor shall Contractor provide, information which is protected by the attorney/client privilege or other confidentiality laws.

ATTACHMENT A-1

AGREEMENT BETWEEN COUNTY OF INYO
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER

TERM:

FROM: July 1, 2015 TO: JUNE 30, 2017

COVERAGE TABLE:

During the period of this Agreement, Contractor shall provide legal representation for attorney-client conflict of interest cases, and substitute handling and coverage of court calendars and legal representation in time conflict cases as required by this Agreement, in the following types of cases and in the following priority among other Contract Public Defenders:

Primary Obligations:

Dependency Cases
Delinquency Cases
Child Support Cases
Patient's Rights Advocacy Cases
Mental health and Conservatorship Cases

Secondary Obligations:

All other Conflict matters, including felony, misdemeanor, sexually violent predator cases, AB 109 Revocation Hearings and any other matter in which the County is obligated to provide public defender services.

Note: The Table listed above will be followed for the majority of the cases assigned to this Public Defender. However, a Judge, when assigning a case, will consider the experience, caseload, complexity of the case and prior representation of the same client, which may result in a Public Defender assigned a case out of the listed sequence. In addition, the County reserves the right to modify the conflicts coverage table as necessary to make consistent with other Public Defender contracts as they may be amended and as necessary to address legislative changes which may impact the County's obligation to provide Public Defender services.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

TERM:

FROM: July 1, 2015 TO: JUNE 30, 2017

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor on or before the first (1st) day of each month during the term of the Agreement, the amount set forth below as full and complete compensation for Contractor's performance of all of the work and services required to be performed during that month by Contractor:

- A. From July 1, 2015 through June 30, 2017; \$113,500 per year/\$9,458 per month,
- B. In the event the County terminates that portion of the contract requiring services in Dependency Cases, Contractor's compensation will be adjusted downward by 20% to \$90,800 a year/\$7,567 per month.

2. TIME CONFLICT LIMITATION AND COMPENSATION:

A. In addition to the compensation set out in Section 1 above, if Contractor is required to provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible, but for whatever reason the duties of such other Contract Public Defender have not been performed or provided for more than thirty (30) consecutive calendar days, the Contractor is entitled to the rate of \$75.00 per hour for those time conflict cases.

B. Any requests for compensation under this section shall be submitted monthly to the County Administrative Officer for review and payment. The request shall include the case name and number, the hours worked, a brief description of services provided, the Contract Public Defender or former Contract Public Defender subject to the time conflict, and any other information requested by the County. Contractor shall be paid within 30 days of receipt of the request for payment.

3. INCIDENTAL EXPENSES:

A. County will reimburse Contractor in accordance with the provisions of Section 3. "Consideration," paragraphs C and F of this Agreement, for the actual cost of authorized professional services required to provide an adequate and competent defense and representation of a person which Contractor is required by this Agreement to represent. Professional services shall include, but not be limited to, investigators, photographers, accident reconstruction experts, chemists, criminalists, psychologists, psychiatrists, physicians, and other legal counsel with specialized expertise. Contractor shall on a case by case basis, and prior to incurring any expense for professional services, receive written authorization for Contractor to engage the providers of specific professional services from the Judge assigned to the case. Such authorization shall specifically approve engaging each provider of professional services as well as the amount of any fees, costs, and other expenses for such services. County reserves the right to deny reimbursement to Contractor for the expenses of professional services which are either in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge. [See Attachment A "Scope of Work" paragraph G.1.]

ATTACHMENT B - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

TERM:

FROM: July 1, 2015 TO: JUNE 30, 2017

SCHEDULE OF FEES:

B. County will reimburse Contractor in accordance with the provisions of Terms and Conditions, "Consideration," Sections 3C. and 3F. of this Agreement, for the actual cost of authorized document photocopying which is in excess of 5,000 pages in any single case, and which is required to provide an adequate and competent defense and representation of a person whom Contractor is required by this Agreement to represent. Contractor shall on a case by case basis, and prior to incurring any expense for reimbursable photocopying, provide documentation to the County that Contractor has at his/her own expense made 5,000 copies of documents in a single case, and received written authorization for Contractor to incur reimbursable photocopying expenses from the Judge assigned to the case. Such authorization shall specifically approve incurring expenses for photocopies in excess of 5,000 pages, shall set forth the number of additional pages authorized to be copied, and the authorized cost of such copying. County reserves the right to deny reimbursement to Contractor for copying expenses which are in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge, or which were incurred by the Contractor in making the first 5,000 photocopy pages in any single case.

C. Contractors providing public defender services for cases arising under WIC section 300 ("dependency" cases), will have their compensation set forth in this Attachment B Section 1 reduced in the event the Court reduces or eliminates its contribution toward the cost of such public defender services, or either the Court or County otherwise terminates its agreement regarding the provision of these services:

- i. The reduction will be the amount set forth above in section 17 *Termination of this Agreement* and in Schedule B *Compensation* paragraph 1. B.
- ii. In the event of termination of representation in dependency related cases, Contractor shall continue to be responsible for performing all other services set forth in this Agreement in Attachment A-1, with the exception of the representation of parties in matters arising under WIC section 300.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND ELIZABETH CORPORA, ATTORNEY AT LAW, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

TERM:

FROM: July 1, 2015 TO: JUNE 30, 2017

SCHEDULE OF COUNTY PROVIDED SERVICES AND SUPPLIES:

1. County will set up a Centrix phone line in Contractor's office for Contractor's use in providing the services and work required under this Agreement. County will pay the reasonable cost of installing this phone line in Contractor's Office. However, Contractor will pay the monthly cost of this phone line plus the cost of any calls or other services billed to this line.
2. County will provide Contractor with reasonable access to County's copying facilities for duplicating documents, and FAX facilities for transmitting documents necessary to perform the work and services required under this Agreement. Contractor will promptly pay to County the County's actual cost of providing such copying and FAX services and facilities to Contractor.
3. It is Contractor's obligation to maintain his/her files arising from the provision of public defender services under this Agreement for such time as required by law, the California Rules of Court or local rule. In keeping with this obligation Contractor shall maintain an electronic record retention program for each case in which the Contractor appears under this contract identifying for each case file the type of case (i.e. misdemeanor, felony, juvenile dependency, juvenile delinquency, conservatorship etc.), and the year when the individual case is closed by Contractor.
4. In the event of termination of this Agreement, Contractor agrees to direct all active pending files to that attorney or law firm which has agreed to assume representation of the client in each case and to retain any electronic records of closed files for such time as is set by law. It is the Contractor's obligation to personally maintain any closed files or to arrange for the proper handling of those files, in the event Contractor is no longer able to do so.

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 27th day of June 2017 an order was duly made and entered as follows:

**CAO-PUBLIC
DEFENDER –
ELIZABETH
CORPORA
CONTRACT
AMENDMENT 1**

Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to approve Amendment No. 1 to the agreement between the County of Inyo and Elizabeth Corpora for the provision of Professional Services as a Public Defender (Dependency Cases, Delinquency Cases, Child Support Cases, Patients' Rights Advocate Cases, Mental and Conservatorship Cases) extending the end date to June 30, 2020 and increasing the contract amount by \$340,500, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 27th

Day of June, 2017



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By: _____

Routing
CC Purchasing Personnel Auditor CAO Public Defender Other: DATE: June 27, 2017

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Elizabeth Corpora, Attorney At Law, A Professional Corporation
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Elizabeth Corpora, Attorney At Law, A Professional Corporation, of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement to provide professional legal services as a Contract Public Defender for Inyo County (North and South) dated June 16, 2015, on County of Inyo Standard Contract No. 160, for the term from July 1, 2015 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:

2. TERM.

The term of this Agreement shall be from July 1, 2015 to June 30, 2020 unless sooner terminated.

In Attachment B, Agreement Between County of Inyo and Elizabeth Corpora, Attorney At Law, A Professional Corporation for the provision of professional services as a Public Defender, the following is amended to read as follows:

1. COMPENSATION.

Change the following:

- A. From July 1, 2015 through June 30, 2020: \$113,500 per year/\$9,458 per month

The effective date of this Amendment to the Agreement is July 1, 2017.
All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Elizabeth Corpora, Attorney At Law, A Professional Corporation
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

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

27th DAY OF June, 2017.

COUNTY OF INYO

By: Mark Tuller

Dated: 6/27/17

CONTRACTOR

By: Elizabeth Corpora, Atty at Law, APC
Elizabeth Corpora
Signature

Elizabeth Corpora
Type or Print

Dated: 28 March 2017

APPROVED AS TO FORM AND LEGALITY

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

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

FROM: County Administrator

FOR THE BOARD MEETING OF: June 27, 2017

SUBJECT: Approval of Contract Amendment for Public Defender Contract

DEPARTMENTAL RECOMMENDATION

Request your Board approve the following Amendment #1 between County of Inyo and Elizabeth Corpora for the Provision of Professional Services as a Public Defender [Dependency Cases, Delinquency Cases, Child Support Cases, Patients Rights Advocate Cases, Mental Health and Conservatorship Cases] extending the end date to June 30, 2020 and increasing the contract amount by \$340,500, pending adoption of future budgets, and authorize the Chair to sign.

SUMMARY DISCUSSION

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

On June 16, 2015, your Board took action to approve the original contracts with Elizabeth Corpora, to ensure the provision of adequate Public Defender services, and to minimize potential conflicts (and provide coverage when conflicts exist). The amendment being presented today will continue that original effort and continue to provide the Public Defender services that the County is required to provide.

ALTERNATIVES

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


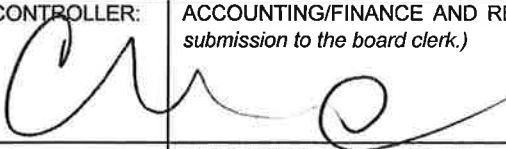
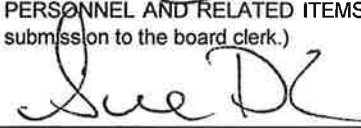
OTHER AGENCY INVOLVEMENT

County Counsel

FINANCING

Funding for these amendments will be budgeted in the Public Defenders Budget #022600 in future County Budgets, contingent upon your Boards approval.

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>05/10/2017</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>5/23/2017</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>5/31/17</u>

DEPARTMENT HEAD SIGNATURE:  Date: 6-6-17
(Not to be signed until all approvals are received)

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Elizabeth Corpora, Attorney At Law, A Professional Corporation
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Elizabeth Corpora, Attorney At Law, A Professional Corporation, of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement to provide professional legal services as a Contract Public Defender for Inyo County (North and South) dated June 16, 2015, on County of Inyo Standard Contract No. 160, for the term from July 1, 2015 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:

2. TERM.

The term of this Agreement shall be from July 1, 2015 to June 30, 2020 unless sooner terminated.

In Attachment B, Agreement Between County of Inyo and Elizabeth Corpora, Attorney At Law, A Professional Corporation for the provision of professional services as a Public Defender, the following is amended to read as follows:

1. COMPENSATION.

Change the following:

- A. From July 1, 2015 through June 30, 2020: \$113,500 per year/\$9,458 per month

The effective date of this Amendment to the Agreement is July 1, 2017.
All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Elizabeth Corpora, Attorney At Law, A Professional Corporation
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

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

27th DAY OF June, 2017.

COUNTY OF INYO

By: Mark Tillman

Dated: 6/27/17

CONTRACTOR

By: Elizabeth Corpora, Atty at Law, APC
Elizabeth Corpora
Signature

Elizabeth Corpora
Type or Print

Dated: 28 March 2017

APPROVED AS TO FORM AND LEGALITY

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Elizabeth Corpora, Attorney At Law, A Professional Corporation
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Elizabeth Corpora, Attorney At Law, A Professional Corporation, of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement to provide professional legal services as a Contract Public Defender for Inyo County (North and South) dated June 16, 2015 and June 27, 2017, on County of Inyo Standard Contract No. 160, for the term from July 1, 2015 to June 30, 2020.

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

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

County and Contractor hereby amend such Agreement as follows:

2. TERM.

The term of this Agreement shall be from July 1, 2015 to June 30, 2022 unless sooner terminated.

In Attachment B, Agreement Between County of Inyo and Elizabeth Corpora, Attorney At Law, A Professional Corporation for the provision of professional services as a Public Defender, the following is amended to read as follows:

1. COMPENSATION.

Change the following:

A. From July 1, 2015 through June 30, 2022: \$113,500 per year/\$9,458 per month

The effective date of this Amendment to the Agreement is July 1, 2020.
All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Elizabeth Corpora, Attorney At Law, A Professional Corporation
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER

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

____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Elizabeth Corpora
Signature

Elizabeth Corpora
Type or Print

Dated: 19 May 2020

APPROVED AS TO FORM AND LEGALITY

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



County of Inyo



County Administrator

CONSENT - ACTION REQUIRED

MEETING: June 9, 2020

FROM: Clint Quilter

SUBJECT: Extension of Contract with Gregory L. James, Esq.

RECOMMENDED ACTION:

Request Board approve Amendment No. 9 to the contract between Gregory L. James, Water/Environmental Attorney Regarding Natural Resources, and the County of Inyo by extending the term of the contract to July 1, 2013 through June 30, 2021, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Mr. James continues to represent Inyo County on water-related matters and his expertise continues to be necessary to assist the County on natural resource and economic development issues. Mr. James consistently demonstrates the ability to handle numerous assignments in the area of environmental law while managing his time effectively and adjusting his schedule to meet workload requirements. Mr. James performs as a highly skilled and competent attorney in the area of Water/Environmental law and his experience and services continue to contribute significantly to the County's ability to successfully represent itself and its officers and employees in water and environmental-related matters, including litigation.

His current contract, as amended by your Board on June 25, 2019, expires June 30, 2020. It is recommended your Board approve an amendment to extend the contract for another year, to June 30, 2021. All other terms and conditions of the contract would remain the same, including a total contract limit not to exceed \$60,000 and a schedule of fees that includes the rate of \$175 an hour for work directly related to litigation services, \$155 an hour for other matters, and \$50 an hour for travel time.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny the approval of the amendment to extend the contract with Gregory L. James as recommended and direct that the office of County Counsel provide the County and its departments with legal services relating to natural resource matters with existing attorney staff. This would result in significant delays in completing requests for legal services for all but the most critical matters.

OTHER AGENCY INVOLVEMENT:

Agencies with responsibility for renewable energy as well as environmental and natural resource issues.

FINANCING:

Funding for this contract is provided through the Natural Resources Budget (010204), Professional Services Object Code (5265) and is included in the Fiscal Year 2020-2021 Budget. There is no additional cost to extend the length of the contract.

ATTACHMENTS:

1. Amendment 9 to CAO Contract

APPROVALS:

Darcy Ellis
Marshall Rudolph
Amy Shepherd
Clint Quilter

Created/Initiated - 6/3/2020
Approved - 6/3/2020
Approved - 6/3/2020
Final Approval - 6/3/2020

AMENDMENT NUMBER 9
TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES, ESQ.
FOR THE PROVISION OF
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James, Esq. of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Legal Services dated June 25, 2013, on County of Inyo Modified Contract No. 123, for the term from July 1, 2013 through June 30, 2020 (extended with Amendment #8).

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.

NOW THEREFORE, County and Contractor hereby amend such Agreement as follows:

1. Paragraph **2. TERM.** is amended to read as follows:

"The term of this Agreement shall be from July 1, 2013 to June 30, 2021, unless sooner terminated as provided below."

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

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

AMENDMENT NUMBER 9
TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES, ESQ.
FOR THE PROVISION OF
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Greg James
Signature

Greg James
Type or Print

Dated: 6/2/2020

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



County of Inyo



County Administrator - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: June 9, 2020

FROM: Leslie Chapman

SUBJECT: Recycling Processing Contract with Bishop Waste

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Bishop Waste of Bishop, CA, for the processing of recyclables collected at the Bishop-Sunland Landfill in an amount not to exceed \$31,296 for the period of July 1, 2020 through June 30, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Inyo County Recycling and Waste Management Program (RWM) distributed a Request for Proposals for Recycling Processing in April, 2020. RWM received a proposal for recycling processing from one vendor, Bishop Waste. Bishop Waste is located immediately adjacent to the Bishop-Sunland Landfill, and will pick up bins from the landfill to be processed.

The contract between the Bishop Waste and Inyo County for the processing of recyclables will expire on June 30, 2023 or when a not-to-exceed amount of \$31,296 is met. The cost to process each 25 cubic yard roll-off recycling container by Bishop Waste Recycling Center will cost \$332. Bishop Waste will also be processing 40 cubic yard roll-off recycling container for plastic at \$350 a container. Newspaper and office paper will be processed in 3 cubic yard bins for a cost of \$33 per load. Inyo County fills up to eight (8) recycling roll-off containers per month between the Bishop-Sunland Landfill, Lone Pine Landfill, Independence Landfill, and the Big Pine Transfer Station.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract with the Bishop Waste for Recycling Processing, but that is not advised due to the efficiency of utilizing a recycling processor so close to the Bishop-Sunland Landfill allows for the Recycling and Waste Management Program.

OTHER AGENCY INVOLVEMENT:

County Counsel, Auditor

FINANCING:

These services are included in the proposed Fiscal Year 2020-2021 Solid Waste Budget, 5265 Professional and Special Services, and will be included in future Solid Waste Budgets.

ATTACHMENTS:

1. Bishop Waste-Inyo County Recycling Contract
2. Request for Proposals

APPROVALS:

Teresa Elliott	Created/Initiated - 5/22/2020
Darcy Ellis	Approved - 5/22/2020
Teresa Elliott	Approved - 5/26/2020
Marshall Rudolph	Approved - 5/26/2020
Amy Shepherd	Approved - 5/27/2020
Leslie Chapman	Final Approval - 6/1/2020

AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL SYSTEMS INC, DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF RECYCLING SERVICES SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the RECYCLING PROCESSING services of Madera Disposal Systems DBA BISHOP WASTE DISPOSAL of BISHOP, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, 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 CAP AUBREY, whose title is: RWM SUPERINTENDENT. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from JULY 1, 2020 to JUNE 30, 2023 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 THIRTY ONE THOUSAND TWO HUNDRED NINETY SIX AND 00/100 Dollars

(\$ 31,296.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

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

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>RECYCLING WASTE MANAGMENT</u>	Department
<u>163 MAY ST</u>	Address
<u>BISHOP, CA 93514</u>	City and State

Contractor:	
<u>BISHOP WASTE DISPOSAL</u>	Name
<u>100 SUNLAND RESERVATION RD</u>	Address
<u>BISHOP, CA 93514</u>	City and State

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL SYSTEMS INC, DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF RECYCLING SERVICES SERVICES**


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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

Print or Type Name

By: 
Signature
Michelle Erwin
Print or Type Name

Dated: _____

Dated: 5/19/20

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL SYSTEMS INC, DBA BISHOP WASTE DISPOS,
FOR THE PROVISION OF RECYCLING SERVICES SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL SYSTEMS INC, DBA BISHOP WASTE DISPOS
FOR THE PROVISION OF RECYCLING SERVICES SERVICES**

TERM:

FROM: 7/1/2020 **TO:** 6/30/2023

SCOPE OF WORK:

PROCESS RECYCLABLES COLLECTED AT STAFFED SOLID WASTE FACILITIES IN 3, 25 AND 40 CUBIC YARD ROLL OFF BINS. BINS WILL BE PICKED UP BY BISHOP WASTE AT THE BISHOP-SUNLAND LANDFILL. HAULING FROM OTHER SOLID WASTE FACILITIES WILL BE PERFORMED BY INYO COUNTY STAFF.

NO CHARGE SERVICES:

BISHOP WASTE WILL PROVIDE A ROLL OFF BIN, IF NEEDED, TO INYO COUNTY FOR COLLECTION AND TRANSPORTATION OF RECYCLING MATERIAL.

BISHOP WASTE WILL PROVIDE INYO COUNTY WITH VOLUME AND/OR TONNAGE DATA IN REGARDS TO RECYLING MATERIAL DIVERTED FROM THE LANDFILL.

BISHOP WASTE WILL INCLUDE INFORMATION ABOUT RECYCLING SERVICES OFFERED BY INYO COUNTY RECYCLING AND WASTE MANAGEMENT ON THE BISHOP WASTE WEBSITE: www.bishopwaste.com

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL SYSTEMS INC, DBA BISHOP WASTE DISPOS
FOR THE PROVISION OF RECYCLING SERVICES **SERVICES****

TERM:

FROM: 7/1/2020 **TO:** 6/30/2023

SCHEDULE OF FEES:

PLASTIC #1 & #2 GLASS 25 CY ROLL OFF BIN	\$332.00 PER PICKUP
PLASTIC 40 CY ROLL OFF BIN	\$350.00 PER PICKUP
NEWSPAPER WHITE OFFICE PAPER 3 CY ROLL OFF BIN	\$33.00 PER PICKUP

HAULED TO MAMMOTH AND PROCESSED

TOTAL FOR 3 YEARS NOT TO EXCEED AMOUNT: \$ 31,296

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL SYSTEMS INC, DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF RECYCLING SERVICES SERVICES**

TERM:

FROM: 7/1/2020

TO: 6/30/2023

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo
Recycling Waste Management

REQUEST FOR PROPOSALS

For

Recycling Services

2020

The County of Inyo, Recycling and Waste Management Program, is requesting proposals for:

Recycling Processing Services

A. Description of Project

The County of Inyo is currently collecting recyclables free of charge at each of the manned solid waste facilities within the Owens Valley. The recyclables collected by Inyo County need to be processed in a timely manner that will allow continued availability of the roll off bins used by Inyo County for collection of recyclables within Inyo County. Inyo County is currently collecting the following items for recycling at the manned solid waste facilities free to the public: Newspaper and white office paper, glass, plastic #1 and plastic #2. Inyo County is interested in expanding the list of items that can be dropped off at the manned solid waste facilities free to the public. The roll-off containers will be picked up and returned to Bishop Sunland Landfill within 48 hours of notification of a full bin.

B. Proposal Submittal Requirements

The County of Inyo is accepting proposals to provide recycling processing services for a three (3) year period (July 1, 2020 through June 30, 2023). For specific information regarding materials, methods and drop off frequency, refer to attached "Exhibit A – Schedule of Fees."

Proposals must be received on or before 3:00 p.m. May 7, 2020, addressed to the County of Inyo, Recycling and Waste Management, 163 May Street, Bishop, California 93514. Proposals must be submitted in a sealed envelope marked: **"Proposal – Recycling Processing Services."** The company name and address of the respondent must appear on the outside of the envelope.

Proposals shall include the following items:

1. A completed "Exhibit A – Schedule of Fees" indicating the amount the County will be charged for each commodity by the quantity identified on Exhibit A – Schedule of Fees. Exhibit A must be signed and dated by the company representative with authority to bind the company to its bid. The submitted cost shall include all compensation for service provider to provide recycling processing services for each commodity;
2. Free additional services, excluding recycling processing services described in Exhibit A, the respondent can provide the County at no additional cost should be submitted by completing "Exhibit B – No Charge Services". Examples of Additional Services could include, but are not limited to: providing educational or other appropriate outreach programs to residents and businesses on the state laws regarding recycling, informing businesses and owners of multi-family dwellings on how to comply with statewide Mandatory Commercial Recycling laws, providing the County with free use of recycling roll-off containers, items that can be accepted and processed free of charge, public drop off sites provided free of charge in specific communities, etc. These services may be included in the Scope of Work of the final contract if they are deemed helpful to Inyo County's recycling goals.

C. Information Regarding Responding to this RFP

All questions regarding this RFP should be directed to: Inyo County Recycling and Waste Management Program, 163 May Street, Bishop, CA 93514; Office: 760-873-5577;

The company(s) submitting the proposal selected for contract award will be required to enter into Inyo County Standard Form Contract No. 116, a copy of which is attached as Exhibit C.

D. Proposal Evaluation Criteria

County staff will evaluate all submitted proposals. The information provided in the proposal will be the basis for recommending a Contract Award to the Board of Supervisors at a regularly scheduled meeting.

The County may choose to award multiple contracts for recycling processing services to ensure the cost of delivery of recyclable materials is minimized. The contracts will be evaluated based on the cost to the County for each item that can be processed as submitted in "Exhibit A – Schedule of Fees".

The contract for recycling processing may not be an exclusive contract.

County Staff will evaluate each submittal and work with each company that submitted a proposal deemed to be beneficial to the County's Recycling Goals to develop a Scope of Work, Schedule of Fees and Not-To-Exceed amount that is suitable for a three year contract.

G. Contracting Preferences For Local and Small Businesses

There is a contracting preference of 5% for small business enterprises (or) 8% with a maximum of \$10,000 for local businesses available for this Request for Proposals. To be eligible for a preference, a small business enterprise must submit proof of certification from the State of California or the Small Business Administration as a small business. A local business must provide documentation that it is a local business as defined by Inyo County Code § 6.06.020(B) with its proposal. Please refer to the Inyo County website home page at <http://www.inyocounty.us/> for a copy of the Local Business Verification Form.

H. Notification of Bidders

All bidders will be notified in writing by Inyo County Recycling and Waste Management of the date when the recommendation for award will be presented to the Board of Supervisors for their consideration of contract award. The selected Contractor will be notified after the Board of Supervisors awards the Contract.

I. Execution of County Contract

The selected Consultant will be required to enter into contract with the County of Inyo on the County of Inyo Standard Form Contract No. 116 which is attached as Exhibit D. Please note the insurance requirements in the Contract for worker's compensation, general liability, and vehicle liability.

Exhibit A – Scope of Work

ITEMS CURRENTLY COLLECTED AT INYO COUNTY SOLID WASTE FACILITIES

<u>Commodity</u>	<u>Container</u>	<u>Price Per Container Size Shown-Sorted</u>
Plastic #1 & #2 and Glass	25 CY	\$ <u>332.00</u>
Plastic	40 CY	\$ <u>350.00</u>
News Paper/white office paper	3 CY	\$ <u>33.00</u>

ADDITIONAL ITEMS NOT SHOWN ABOVE

<u>Commodity</u>	<u>Price per Quantity Sorted</u>
<u>n/a</u>	\$ _____ per _____
_____	\$ _____ per _____
_____	\$ _____ per _____
_____	\$ _____ per _____

NOTE: If your company can pay the County for the commodities being delivered by the County please use a negative amount in the 'Price Per Container Sorted'.

The County will develop a scope of work and schedule of fees to be used in the contract before submitting the contract to the Board of Supervisors with a recommendation of approval.

Madera Disposal Systems Inc
dba Bishop Waste Disposal
Company Name

Michelle Erwin
Representative Name (print name)

4/27/20
Date


Representative Signature

Exhibit B – No Charge Services

Bishop Waste is the premier Solid Waste and Recycling Company in the Owens Valley. It is with great pleasure that we can help Inyo County improve their recycling efforts and results.

Bishop Waste would like to propose the follow services at no charge:

1. Bishop Waste would continue to update www.bishopwaste.com with specific information about Inyo County programs.
 - a. Bishop Waste will provide “Recollect” as a resource and service reminder for routes and material disposal/recycling information.
2. Bishop Waste will continue to donate closed roll off bins for use at Inyo County Facility for the collection and transportation of recycling material.
3. Bishop Waste can provide Inyo County with data in regards to recycling material diverted from the landfill in Franchise reporting.

Bishop Waste will provide reliable services in a way that Inyo County can work towards their goal of increasing recycling programs and diversion.

Best Regards,

Michelle Erwin
Operations Manager
Bishop Waste Disposal

AFFIDAVIT of ELIGIBILITY
County of Inyo Local Business Verification Form

In order to claim Local Business status pursuant to Chapter 6.06 of the Inyo County Code, Contracting Preferences, you must complete, sign, and submit this form demonstrating compliance with all three (3) local business qualifying criteria below at the time you submit your bid. The County may request additional information. Failure to provide this information may cause your bid to be disqualified from receiving local contracting preferences. Providing inaccurate information may cause your bid to be disqualified. **Please note, pursuant to Chapter 6.06, Local Business status only provides purchasing and/or contracting preferences in certain circumstances as described in the Ordinance and in the specific requests for bids or proposals issued by the County.**

Name of Business: Madera Disposal Systems Inc dab Bishop Waste Disposal
Name of Person Completing This Form: Michelle Erwin
Telephone Number: 760-872-6561
E-mail Address: michellee@wcnx.org
Bid/Proposal Name: County of Inyo Recycling Waste Management request for proposals for Recycling Services

1. Business Location

In which county is your business located? Inyo

Provide the street address in Inyo or Mono County where your business's headquarters, distribution point, or locally-owned franchise has been located for the past six months. If no street address is available, provide a detailed enough description of where the business is located to allow a determination that the business is within Inyo County or Mono County. If your business has changed locations within either Inyo County or Mono County, but not between counties, in the past six (6) months, provide both the old and new street addresses or locations.

Address 100 Sunland Indian Reservation Rd
City Bishop State CA Zip 93514

Is the business identified above: Headquarters? A Distribution Point? A Locally-Owned Franchise? [circle (click) all that apply]

2. Business License

Is your business required to hold a business license by government jurisdiction located in Inyo County? No [circle (click) one]

If yes, please identify the jurisdiction(s) requiring the license(s), and attach a copy of each license to this form.

City of Bishop

3. Employment / Ownership

Provide the name and street address of one full-time (40-hour or more per week) employee employed by your business who resides in Inyo County. Or, provide the names and street addresses of two (2) part-time (less than 40-hours per week) employees employed by your business and who reside in Inyo County.

Name <u>Billy Pejsa</u> <input checked="" type="radio"/> FT, PT, or % Share [circle (click) one]	Name _____ FT, PT, or % Share [circle (click) one]
Address <u>250 Sierra Grande</u>	Address _____
City, State, and ZIP <u>Bishop CA 93514</u>	City, State, and ZIP _____

Alternately, if your business has no employees, use the space above to provide the name(s) and street address(es) of one or more owners of the business whose primary residence is located in Inyo County and whose share or shares in the company equal fifty-percent (50%) or more of the company.

Note: If your business is a local business located in Mono County, provide the information above showing Inyo or Mono County addresses.

4. Certification:

Please sign and date the form. By signing the form, you are acknowledging you have read and understand the criteria as defined under Chapter 6.06. Furthermore, you swear and affirm under penalty of perjury that the above information contained herein is true and correct and that the licensee listed above is qualified and eligible to receive a local preference under the Inyo County Ordinance, Chapter 6.06.

Michelle Erwin Signature Date 4/27/20



CITY OF BISHOP

377 W. LINE STREET
BISHOP, CA 93514

THIS LICENSE GOOD FOR THE PERIOD
01/01/2020 THRU 12/31/2020

LOCATION RT 1 BOX 100 - SUNLAND

LICENSEE BISHOP WASTE DISPOSAL, INC.
ADDRESS 100 SUNLAND RESERV. RD.
BISHOP CA 93514

This License **MUST** be posted
in a conspicuous space.

BUSINESS LICENSE

160

VALIDATED 01/03/2020

THIS LICENSE IS NOT TRANSFERABLE

TOTAL LICENSE FEE

204.00

LICENSED BUSINESS TO BE
CONDUCTED IN CONFORMITY
WITH AND SUBJECT TO THE
PROVISIONS OF THE
ORDINANCES OF THE CITY OF
BISHOP AND THE LAWS OF THE
STATE OF CALIFORNIA

Madera Disposal Systems, Inc. d/b/a Bishop Waste Disposal ("Contractor") offers the following items to be incorporated in a contract and as exceptions to the Request for Proposal for Recycling Services ("RFP") issued by the County of Inyo, California (the "COUNTY"). These items are intended to identify areas of concern and remain negotiable. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFP.

EXCEPTIONS TO RFP

- Contractor takes exception to Recycling Processing Services, B. Proposal Submittal Requirements, 10. Defense and Indemnification and requests that it be deleted in its entirety and replaced with the following: "Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature to the extent arising out of Contractor's negligent performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except to the extent such loss or damages which was caused by the negligence or willful misconduct of the County or any third party."
- Contractor takes exception to Recycling Processing Services, B. Proposal Submittal Requirements, 11. Record and Audit, B. Inspections and Audits and requests that the word "reasonably" be inserted before the word "determines" on the third line.
- Contractor takes exception to Recycling Processing Services, B. Proposal Submittal Requirements, 13. Cancellation and requests that it be deleted entirely.
- Contractor takes exception to Recycling Processing Services, B. Proposal Submittal Requirements, 15. Default and requests that it be deleted in its entirety and replaced with the following: "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 setting forth the specific nature of the breach of the terms herein ("Default") and Contractor fails to remedy such Default within such time period. 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.
- Contractor takes exception to Recycling Processing Services, B. Proposal Submittal Requirements, 19. Post Agreement Covenant to the extent that it prohibits Contractor from soliciting business from any entity, corporation, or person. Contractor can agree to confidentiality obligations. We reserve the right to negotiate mutually agreeable terms with respect to this provision.
- Contractor takes exception to Exhibit XX: Insurance Requirements for Waste Hauler Agreements and requests to change the CGL policy limit from "per occurrence" to "aggregate". In the second paragraph of the CGL section contractor requests to delete the following: "If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County."
- In addition to the terms set forth in the RFP, the following concepts need to be incorporated into the mutually agreeable contract between the COUNTY and Contractor:
 1. The COUNTY hereby grants the exclusive right and privilege to Contractor to perform all of the services set forth in the RFP.

2. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the COUNTY and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the COUNTY, even if Contractor inadvertently collects or disposes of such Excluded Waste.
3. The COUNTY must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If the COUNTY fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.
4. Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.
5. Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer or COUNTY (excluding normal wear and tear), the COUNTY (as applicable) will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.
6. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, the COUNTY or customer (as the case may be) shall have care, custody and control of the equipment while at the service locations. The COUNTY or customer (as the case may be) shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. The COUNTY or customer (as the case may be) must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste or recyclables.
7. Notwithstanding anything herein to the contrary, Contractor may pass through and the COUNTY shall pay to Contractor any documented increases in disposal fees, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).
8. If the COUNTY shall be in breach of any provision of this Agreement, Contractor may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement by Contractor shall be effective until Contractor has given written notice of such breach to the COUNTY and the COUNTY has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, Contractor may terminate this Agreement by giving the COUNTY written notice of such termination, which shall become effective upon receipt of such notice.
9. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement.



County of Inyo



County Administrator - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: June 9, 2020

FROM: Leslie Chapman

SUBJECT: Approve the purchase of a new gatehouse for the Independence landfill.

RECOMMENDED ACTION:

Request Board authorize a purchase order in an amount not to exceed \$13,906.00, payable to Aztec Containers of Vista, CA for a used refurbished storage container to be used as a gatehouse at the Independence Landfill.

SUMMARY/JUSTIFICATION:

Recycling Waste Management (RWM) is in need of a new gatehouse at the Independence landfill. The current gatehouse has many problems including, water damage on ceiling due to leaking roof, outside siding is warping and coming apart allowing dirt and wasps to come in, failing floor, window seal failing, and a broken door. It is less than secure and unsafe.

RWM received three quotes for a gatehouse:

Aztec Containers	\$13,905
Container Alliance	\$15,381
Atlas Performance	\$30,899

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award the bid for the purchase of the gatehouse; however, this is not recommended given the age and condition of the current gatehouse.

OTHER AGENCY INVOLVEMENT:

Auditor

FINANCING:

The purchase cost of the container is included in the fiscal year 2019/2020 budget for Recycling and Waste Management, 045700, object code 5620, Infrastructure.

ATTACHMENTS:

1. Indy gatehouse quotes

APPROVALS:

Teresa Elliott

Created/Initiated - 5/22/2020

Darcy Ellis

Approved - 5/25/2020

Teresa Elliott

Approved - 5/26/2020

Marshall Rudolph

Approved - 5/26/2020

Amy Shepherd

Approved - 5/26/2020

Leslie Chapman

Final Approval - 6/1/2020

AZTEC CONTAINER



CALL TOLL FREE! 800-624-8045

2600 S. Santa Fe Ave., Vista, CA 92084
www.aztecontainer.com Fax: 760-727-5528

To: **Inyo County Recycling & Waste Management**
E-mail: faubrey@inyocounty.us
Ph:
From: **Gene Hillman**
Attn: **Michael Cote**

May 21, 2020

Thank you for your interest in our Storage Containers. Listed below are the Prices you Requested.

10 Ft, **Used Refurbished** Storage Container, Framed, Insulated (R-13) and Drywalled
(1) New 42" Walk in Door with a Lock & Deadbolt.
(2) New 3 W x 4 H Double Pane Sliding Windows
2 - 110 Volt Outlets, 1- Outlet for AC / Heat,
7500 BTU Cooling, 3800 BTU Heating
Container Exterior id Freshly Painted, (Beige, Gray or White)

Delivered to Bishop CA \$12,905.00 + Sales Tax

OPTION: Vinyl Composite Tile Flooring.....Add \$875.00 + Sales Tax

Please Allow 3 Weeks Delivery

Prices Quoted are Valid for 5 Business Days and are Subject to Equipment Availability at Time of Order

Best Regards,

Gene Hillman
Aztec Container Management Team
800-624-8045
760-727-5528 (Fax)
gene@aztecontainer.com



Container Alliance Co.
Mailing Address:
 510 Castillo St. Suite 340
 Santa Barbara, CA 93101
containeralliance.com
ca-containeralliance.com

PHONE 800-386-2345
FAX 805-620-3504
EMAIL sales@containeralliance.com

Quote Number Q-00033822
 Created Date 5/21/2020
 Expiration Date 6/20/2020

Prepared By Ruston Calmes
 Phone (805) 456-3779
 Email rcalmes@containeralliance.com

Account Name Cap Aubrey
 Contact Name Cap Aubrey
 Email faubrey@inyocounty.us
 Phone 7609375116

Deliver To Bishop, CA, Inyo, 93514

Billing Address Bishop, CA 93514
 United States

Product Description	Quantity	Sales Price	Total Price
10' ONE TRIP CONTAINER - CARGO DOOR W/ 4 CORNER POSTS	1.00	\$2,995.00	\$2,995.00
10' INSULATION PANEL R-13	1.00	\$4,285.00	\$4,285.00
10' ELECTRICAL PACKAGE - QTY 1-4' LED LIGHTS, QTY 3 EL. OUTLETS, QTY 1 ELECTRICAL SWITCH WITH INTERIOR BREAKER PANEL	1.00	\$2,485.00	\$2,485.00
15000 BTU HEATER, AIR CONDITIONER	1.00	\$1,600.00	\$1,600.00
MOD- 36" STEEL COMMERCIAL DOOR	1.00	\$850.00	\$850.00
36"W X 24"H - DUAL PANE WINDOW	1.00	\$575.00	\$575.00
10' SALE CONTAINER DELIVERY - FLATBEDS ARE AVAILABLE IF YOU ARE ABLE TO OFFLOAD	1.00	\$1,600.00	\$1,600.00

Tax County CA-Inyo
 Tax Rate 7.750%

Subtotal \$14,390.00
 Total Price \$14,390.00
 Calculated Tax \$991.23
 Grand Total \$15,381.23

All Container rentals are subject to a 2 term rental minimum term charged upfront along with taxes and delivery fees. Delivery rates are subject final address verification to determine exact rate. Quoted prices are based on current availability and available on a first come first serve basis.

Payment Instructions and Options:
 We accept: Visa, MC, Amex, Discover, ACH, Wire Transfer

California Department of General Services Small Business Certified Supplier # 1737121



Atlas Performance Industries, Inc.
 PO Box 5754
 Santa Maria, CA 93456
 Phone No.: 800-394-9217
 Fax No.: 805-928-9190
 Home Page: www.apitrailers.com

QUOTE

Order Number: SM182342
 Document Date: 05/15/20
 Page: 1
 Salesperson: Ryan Epps
 Email: sales@apitrailers.com
 Exp. Date:

Customer Bill To Address

Customer Ship To Address

Order Contact Information

Inyo County Recycling & Waste
 163 May St
 Bishop, CA 93514
 Ph: 760.937.5116
 e-mail: faubrey@inyocounty.us

Inyo County Recycling & Waste Management
 163 May St
 163 May St
 Bishop, CA 93514
 Site Contact: Fred Aubrey
 Phone No.: 760.937.5116
 e-mail: faubrey@inyocounty.us

Phone No.: 760.937.5116
 e-mail: faubrey@inyocounty.us

Customer ID

Unless otherwise stated, Equipment rental prices listed below are the "total costs" per month. There will be no extra charge for tax, license or steps, these items are included in the lease price.

Items Sold (One Time Charges)

Item / Description	Quantity	Unit Price	Total Price
8x23 Office Trailer (82300003)-Used	1 Ea	23,880.00	23,880.00
Foundation- Piers/Pads/Jacks	10 Ea	17.50	175.00
License and Transfer Charge	1 Ea	250.00	250.00
Delivery Charge	1 Ea	1,500.00	1,500.00
Installation	1 Ea	250.00	250.00
Metal Steps Under 30" Design-Used	2 Ea	750.00	1,500.00
Window Screen Security Small	4 Ea	75.00	300.00
Door Security Bar	2 Ea	65.00	130.00
Tie Down Install Labor	6 Ea	85.00	510.00

 *Pricing based on Non-Prevailing Wages.
 *Unit(s) Sold in "AS IS" Condition. All Sales Final. No Warranty Included.

*Excludes: Site Work, Site Utilities, Utility Connections, Permits, Crane, Translift(Tink), Roller System, Skirting, ADA Ramps, Furniture, Appliances, Fire Sprinklers, Engineered Plans & Calcs.

As stated in the "Terms and Conditions of Lease", Compliance with all Codes including, but not limited to, federal, state, and/or local codes or zoning ordinances shall be the sole responsibility of the Customer. Customer is solely responsible for locating and adequately marking any underground structures and/or utility services including but not limited to, gas, water, sewer, telephone, cable etc. prior to the unit delivery Customer agrees to lease the Equipment from api and api hereby agrees to lease the Equipment to the Customer, on the terms and conditions set forth in this document and those in the Conditions of Lease Agreement located at <http://www.apitrailers.com> which are incorporated herein by reference API Must be provided with an accessible site and level pad. Lessee/Purchaser will be held responsible & agrees to compensate API for any time delay resulting from Lessee/Purchaser or the site being unprepared, unlevel and restricted or difficult to access. Utility hook-ups, ADA Ramps, Custom steps, & permits are not included in this bid. If steps are required, Lessee/Purchaser is responsible to bring grade to first riser of step into compliance. If ADA Access ramp is required Lessee/Purchaser is responsible for the transition from end of ramp to grade. Lessee must provide API with a certificate of insurance naming API as additionally insured or purchase our "Insurance Surcharge" at 10% of the monthly rental cost. Lessee will be held responsible for all damage, vandalism & neglect in the use of this unit Equipment quoted above is subject to availability. Price quote is valid for 30 days. Delivery, setup, take down & return are billed at the beginning of the lease.

Subtotal: 28,495.00
Tax: 2,404.94
Total: 30,899.94

Signature _____ Date: _____



County of Inyo



County Counsel

CONSENT - ACTION REQUIRED

MEETING: June 9, 2020

FROM: Grace Chuchla

SUBJECT: Consideration of Updated Unification Agreement for Great Basin Unified Air Pollution Control District

RECOMMENDED ACTION:

Request Board approve and authorize the Chairperson to sign the Amended and Restated Great Basin Air Pollution Control District Unification Agreement.

SUMMARY/JUSTIFICATION:

Great Basin Unified Air Pollution Control District ("GBUAPCD") was initially formed in 1974 via a Unification Agreement involving Inyo, Mono, and Alpine Counties. Since 1974, various laws related to air pollution control districts have changed, and the population distribution of Inyo, Mono, and Alpine Counties has also changed. Additionally, the Unification Agreement needed technical updates to bring it in line with current practice and to incorporate various rules passed by GBUAPCD's Board that should be in the Unification Agreement.

The three member counties worked with GBUAPCD to draft the updated Unification Agreement that is before your Board today. The GBUAPCD Board and the Boards of Supervisors of Mono and Alpine Counties have all approved the updated Unification Agreement. The changes made in this updated Unification Agreement are non-substantive, housekeeping issues that are intended to bring the Unification Agreement in line with current practice and current code references. Your Board may note that Section 6, the funding formula, appears to be a totally new addition to the unification agreement. However, this section does not change Inyo County's fiscal obligations to GBUAPCD. The funding formula set out in Section 6 already exists as a rule passed by GBUAPCD's Board in 1994. The member counties felt that this rule was better placed in the Unification Agreement, so it has been copied into the amended Unification Agreement from the existing rule.

Attached is both a redline and clean version of the updated agreement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve the updated Unification Agreement. This is not recommended, as the updated Unification Agreement is necessary for GBUAPCD's continued operation.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Draft Updated Unification Agreement - Redline
2. Draft Updated Unification Agreement - For Signature

APPROVALS:

Grace Chuchla	Created/Initiated - 5/27/2020
Darcy Ellis	Approved - 6/2/2020
Grace Chuchla	Approved - 6/2/2020
Amy Shepherd	Final Approval - 6/3/2020

AMENDED AND RESTATED GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
UNIFICATION AGREEMENT

THIS AGREEMENT made and entered into by and between the Board of Supervisors of the County of Inyo, the Board of Supervisors of the County of Mono, the Board of Supervisors of the County of Alpine, and ex-officio the Air Pollution Control Board of the Inyo County Air Pollution Control District, the Air Pollution Control Board of the Mono County Air Pollution Control District, and the Air Pollution Control Board of the Alpine County Air Pollution Control District.

WITNESSETH:

WHEREAS, the County of Inyo, the County of Mono and the County of Alpine ("Counties") have heretofore each activated an air pollution control district pursuant to the provisions of ~~Chapter 2 of Division 20~~ Part 3 of Division 26 of the Health and Safety Code (the "Applicable Law"); and

WHEREAS, effective March 1, 1974, the Counties entered into an agreement pursuant to the Applicable Law to create a unified air pollution control district, designated the Great Basin Unified Air Pollution Control District; and

WHEREAS, the Counties now wish to amend the 1974 agreement to update its provisions consistent with the Applicable Law; and

WHEREAS, ~~said member~~ the Counties have met and so agreed;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That the Inyo County Air Pollution Control District, the Mono County Air Pollution Control District, and the Alpine County Air Pollution Control District shall continue to serve as one unified district pursuant to the provisions of Health and Safety Code Section 40150. be and the same are hereby merged into one district pursuant to the provisions of Article 7, Chapter 2, Division 20 of the Health and Safety Code.
2. That said district shall continue to be known and designated as the Great Basin Unified Air Pollution Control District ("District").
3. That the ~~relative~~ population of the Ceountries and cities within said district as of 2017 at the date hereof is as follows:

Inyo County ————— 64.2 percent
 _____ Mono County — 31.7 percent
 _____ Alpine County ————— 4.1 percent

	<u>Population</u>	<u>% of Total Pop.</u>
<u>Inyo County (total)</u>	<u>18,026</u>	<u>54%</u>
<u> Inyo County (unincorporated only)</u>	<u>14,072</u>	<u>42%</u>
<u> City of Bishop</u>	<u>3,954</u>	<u>12%</u>
<u>Mono County (total)</u>	<u>14,186</u>	<u>43%</u>
<u> Mono County (unincorporated only)</u>	<u>6,184</u>	<u>19%</u>

<u>Town of Mammoth Lakes</u>	<u>8,002</u>	<u>24%</u>
<u>Alpine County (total)</u>	<u>1,120</u>	<u>3%</u>
TOTAL	33,332	

4. That the District is governed by a 7-member composition of the Air Pollution Control Board, ~~shall be comprised~~ as follows:

(a) Two members of the Board of Supervisors of Inyo County selected by said Board of Supervisors.

(b) Two members of the Board of Supervisors of Mono County selected by said Board of Supervisors.

(c) Two Members of the Board of Supervisors of Alpine County selected by said Board of Supervisors.

(d) One Member of the Town Council of the Town of Mammoth Lakes selected by said Town Council.

5. Each member agency shall also select a member of their respective boards to serve as an alternate member who may serve in the event their designated member is absent or unable to attend. That the voting procedure of the Air Pollution Control Board shall be as follows:

(a) Each member shall have one vote.

(b) Quorum: A quorum of said Air Pollution Control Board shall consist of four members, provided, however, no action affecting only a particular zone designated pursuant to Health and Safety Code 40156 may be taken without a representative of that zone being present and voting on the action.

~~[(c) Alternate members: The Board of Supervisors of Alpine County shall designate an alternate member who shall serve in the event the designate member is absent or unable to attend a meeting.~~

~~[(d) Actions requiring a majority vote of the Governing Board shall require 4 votes. All acts of the Air Pollution Control Board shall require the affirmative vote from each of two counties. Actions requiring 4/5ths vote of the Governing Board shall require 6 votes.~~

6. The District shall be funded by the Counties and cities who have representatives on the District Governing Board, by making the following annual payments to the District:

a. Inyo County: \$0.55 per capita of population within county boundaries;

b. Alpine County: \$0.55 per capital of population within county boundaries;

c. Mono County: \$0.55 per capita of population within the unincorporated area of the county;

d. Town of Mammoth Lakes: \$0.55 per capita of population within the incorporated city.

~~6.7.~~ That the Air Pollution Control Board of the ~~unified~~ District ~~hereby created~~ shall appoint a Hearing Board as provided by law, with the additional provision that at least one member of said Board shall be from each county.

~~7. That employees of the said unified district, pending the adoption by the Air Pollution Control Board of the unified district of personnel policies and procedures, shall be subject to and granted the rights conferred, by the Personnel Ordinance of the County of Inyo.~~

8. That a fifteen (15) member Advisory Committee may be appointed by the Air Pollution Control Board from a list provided by the Board of Supervisors of each county, with five (5) members from each county appointed to serve on said Advisory Committee.

9. That the Treasurer for the County of Inyo shall serve as Treasurer for the ~~unified d~~District ~~hereby created~~.

9. _____

~~10. That any employee of the three counties who transfers to the service of the unified district shall retain all sick leave, vacation, retirement, and other benefits accrued by reason of his county employment.~~

~~11.10.~~ _____ Modification or termination:

(a) Modification. This agreement, ~~except as to the counties constituting the unified district hereby created,~~ may be modified on the recommendation of the Air Pollution Control Board and concurred in by the Board of Supervisors of each county within ~~the unified dDistrict; provided, however, that any issues related to the counties and/or cities that constitute the District must be handled pursuant to the procedures set forth in section 10(b) below.~~ ~~hereby created.~~

(b) Withdrawal of any County. Any county ~~that is a party, a party~~ hereto, may withdraw from the ~~unified dDistrict hereby created~~ upon thirty (30) days' notice in writing, one to the others; provided, however, such notification shall be made not less than ninety (90) days prior to the end of any fiscal year. Upon the withdrawal of any County from the ~~Unified-District, the said Unified~~ District shall terminate, and the duties and powers of ~~thesaid Unified~~ District shall revert to its respective member Counties' air pollution control~~county~~ districts.

(c) Termination. This agreement may be terminated at any time upon the recommendation of the Air Pollution Control Board and concurred in by the Board of Supervisors of each county within the ~~unified dDistrict herein created.~~ Upon termination of the ~~Unified~~ District, the duties and powers of ~~thesaid Unified~~ District shall revert to its respective member ~~county~~ Counties' air pollution control districts.

~~12.11.~~ _____ That the funds, property, and liabilities of the Inyo, Mono and Alpine County Air Pollution Control Districts shall, upon the merging of said three districts, become the funds, property and liabilities of the unified air pollution control district hereby created. ~~Upon~~ That upon termination or withdrawal of a member County~~the Unified from the~~ District, any assets or liabilities then or thereafter accruing to it shall revert to its member Counties in proportion as the same are set forth in Section 3 of this agreement.

~~13.12.~~ _____ That this agreement shall become effective and operative, ~~insofar as the merger of said Inyo County Air Pollution Control District, said Mono County Air Pollution Control District and said Alpine County Air Pollution Control District is concerned, on March 1, 1974~~ upon approval of the Great Basin Unified Air Pollution Control District Governing Board.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year set opposite the signature of their respective officers.

ATTEST:

BOARD OF SUPERVISORS OF THE
COUNTY OF ALPINE

By _____

Clerk of the Board

~~Chairman~~Chairperson

Date: _____

BOARD OF SUPERVISORS OF THE
COUNTY OF INYO

By _____

Clerk of the Board

~~Chairman~~Chairperson

Date: _____

BOARD OF SUPERVISORS OF THE
COUNTY OF MONO

By _____

Clerk of the Board

~~Chairman~~Chairperson

Date: _____

AMENDED AND RESTATED GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
UNIFICATION AGREEMENT

THIS AGREEMENT made and entered into by and between the Board of Supervisors of the County of Inyo, the Board of Supervisors of the County of Mono, the Board of Supervisors of the County of Alpine, and ex-officio the Air Pollution Control Board of the Inyo County Air Pollution Control District, the Air Pollution Control Board of the Mono County Air Pollution Control District, and the Air Pollution Control Board of the Alpine County Air Pollution Control District.

WITNESSETH:

WHEREAS, the County of Inyo, the County of Mono and the County of Alpine (“Counties”) have heretofore each activated an air pollution control district pursuant to the provisions of Part 3 of Division 26 of the Health and Safety Code (the “Applicable Law”); and

WHEREAS, effective March 1, 1974, the Counties entered into an agreement pursuant to the Applicable Law to create a unified air pollution control district, designated the Great Basin Unified Air Pollution Control District; and

WHEREAS, the Counties now wish to amend the 1974 agreement to update its provisions consistent with the Applicable Law; and

WHEREAS, the Counties have met and so agreed;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That the Inyo County Air Pollution Control District, the Mono County Air Pollution Control District, and the Alpine County Air Pollution Control District shall continue to serve as one unified district pursuant to the provisions of Health and Safety Code Section 40150.
2. That said district shall continue to be known and designated as the Great Basin Unified Air Pollution Control District (“District”).
3. That the population of the Counties and cities within said district as of 2017 is as follows:

	Population	% of Total Pop.
Inyo County (total)	18,026	54%
Inyo County (unincorporated only)	14,072	42%
City of Bishop	3,954	12%
Mono County (total)	14,186	43%
Mono County (unincorporated only)	6,184	19%
Town of Mammoth Lakes	8,002	24%
Alpine County (total)	1,120	3%
TOTAL	33,332	

4. That the District is governed by a 7-member Air Pollution Control Board, comprised as follows:
 - (a) Two members of the Board of Supervisors of Inyo County selected by said Board of Supervisors.
 - (b) Two members of the Board of Supervisors of Mono County selected by said Board of Supervisors.
 - (c) Two Members of the Board of Supervisors of Alpine County selected by said Board of Supervisors.
 - (d) One Member of the Town Council of the Town of Mammoth Lakes selected by said Town Council.
5. Each member agency shall also select a member of their respective boards to serve as an alternate member who may serve in the event their designated member is absent or unable to attend. That the voting procedure of the Air Pollution Control Board shall be as follows:
 - (a) Each member shall have one vote.
 - (b) Quorum: A quorum of said Air Pollution Control Board shall consist of four members, provided, however, no action affecting only a particular zone designated pursuant to Health and Safety Code 40156 may be taken without a representative of that zone being present and voting on the action.
 - (c) Actions requiring a majority vote of the Governing Board shall require 4 votes. Actions requiring 4/5ths vote of the Governing Board shall require 6 votes.
6. The District shall be funded by the Counties and cities who have representatives on the District Governing Board, by making the following annual payments to the District:
 - a. Inyo County: \$0.55 per capita of population within county boundaries;
 - b. Alpine County: \$0.55 per capital of population within county boundaries;
 - c. Mono County: \$0.55 per capita of population within the unincorporated area of the county;
 - d. Town of Mammoth Lakes: \$0.55 per capita of population within the incorporated city.
7. That the Air Pollution Control Board of the District shall appoint a Hearing Board as provided by law, with the additional provision that at least one member of said Board shall be from each county.
8. That a fifteen (15) member Advisory Committee may be appointed by the Air Pollution Control Board from a list provided by the Board of Supervisors of each county, with five (5) members from each county appointed to serve on said Advisory Committee.
9. That the Treasurer for the County of Inyo shall serve as Treasurer for the District.

10. Modification or termination:

(a) Modification. This agreement may be modified on the recommendation of the Air Pollution Control Board and concurred in by the Board of Supervisors of each county within District; provided, however, that any issues related to the counties and/or cities that constitute the District must be handled pursuant to the procedures set forth in section 10(b) below.

(b) Withdrawal of any County. Any county that is a party hereto may withdraw from the District upon thirty (30) days' notice in writing, one to the others; provided, however, such notification shall be made not less than ninety (90) days prior to the end of any fiscal year. Upon the withdrawal of any County from the District, the District shall terminate, and the duties and powers of the District shall revert to its respective member Counties' air pollution control districts.

(c) Termination. This agreement may be terminated at any time upon the recommendation of the Air Pollution Control Board and concurred in by the Board of Supervisors of each county within the District. Upon termination of the District, the duties and powers of the District shall revert to its respective member Counties' air pollution control districts.

11. That upon termination or withdrawal of a member County from the District, any assets or liabilities then or thereafter accruing to it shall revert to its member Counties in proportion as the same are set forth in Section 3 of this agreement.

12. That this agreement shall become effective and operative upon approval of the Great Basin Unified Air Pollution Control District Governing Board.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year set opposite the signature of their respective officers.

ATTEST:

BOARD OF SUPERVISORS OF THE
COUNTY OF ALPINE

By _____

Clerk of the Board

Chairperson

Date: _____

BOARD OF SUPERVISORS OF THE
COUNTY OF INYO

By _____

Clerk of the Board

Chairperson

Date: _____

BOARD OF SUPERVISORS OF THE
COUNTY OF MONO

By _____

Clerk of the Board

Chairperson

Date: _____



County of Inyo



County Counsel

CONSENT - ACTION REQUIRED

MEETING: June 9, 2020

FROM:

SUBJECT:

RECOMMENDED ACTION:

Request Board approve and authorize the Chairperson to sign the proposed Agreement Regarding Legal Services to be Provided by the Inyo County Counsel's Office to the Eastern Sierra Council of Governments Joint Powers Authority (ESCOG).

SUMMARY/JUSTIFICATION:

On February 18, 2020, your Board considered whether the Inyo County Counsel's office should provide general counsel legal services to the Eastern Sierra Council of Governments (ESCOG) -- which the office is able and willing to provide -- and a majority of the Board was supportive. The ESCOG Board was also supportive. Accordingly, the proposed agreement was drafted to effectuate the provision of such services. It is similar to other agreements under which the Inyo County Counsel's office provides legal services to joint powers entities.

The agreement provides for the provision of general counsel services for a flat fee of \$833 per month (which is based on a good-faith estimate of the County's average monthly costs of providing such services over a twelve-month period). That amount will be reviewed annually and can be adjusted up or down by mutual agreement. The contract can also be terminated by either party with or without cause. The agreement is backdated to April 1, 2020, in recognition of the fact that my office has already provided time-sensitive and necessary legal services informally to the ESCOG pending the drafting and approval of this agreement. The proposed agreement was approved by the ESCOG Board on May 15, 2020.

As your Board is aware, the ESCOG exists pursuant to a Joint Powers Agreement between Inyo County, Mono County, the City of Bishop, and the Town of Mammoth Lakes. That agreement was recently amended by the parties to reconfigure the ESCOG as a public agency. The agency wishes to retain legal counsel and would prefer to have one of its own member agency's legal counsel serve as ESCOG legal counsel, for compensation. My office provides similar legal services to several other regional JPAs, including Eastern Sierra Transit Authority (ESTA), Great Basin Unified Air Pollution Control District, and the Owens Valley Groundwater Authority (OVGA).

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

ESCOG

FINANCING:

The agreement will generate revenue of \$833 per month.

ATTACHMENTS:

1. Legal Services Agreement for ESCOG

APPROVALS:

Marshall Rudolph
Grace Chuchla
Darcy Ellis
Sue Dishion
Amy Shepherd

Created/Initiated - 5/29/2020
Approved - 5/29/2020
Approved - 6/2/2020
Approved - 6/3/2020
Final Approval - 6/3/2020

**AGREEMENT REGARDING LEGAL SERVICES TO BE
PROVIDED BY THE INYO COUNTY COUNSEL'S OFFICE
TO THE EASTERN SIERRA COUNCIL OF GOVERNMENTS
JOINT POWERS AUTHORITY (ESCOG)**

This Agreement is entered into by and between the Eastern Sierra Council of Governments Joint Powers Authority ("ESCOG") and the County of Inyo, a political subdivision of the State of California (sometimes referred to herein as "the County").

Recitals:

- A. State law authorizes ESCOG to contract for legal services.
- B. Under Government Code section 26520, which is made applicable to county counsels by Government Code section 26529, a county counsel is authorized to provide legal services to local public entities, and to charge a fee for such services.
- C. ESCOG wishes to retain legal services from Inyo County through its County Counsel's Office (as an independent contractor). The County is willing to provide such services on the terms and conditions set forth below.

Terms and Conditions:

The parties hereto agree as follows:

1. Inyo County shall provide services to ESCOG through the Inyo County Counsel's Office (hereinafter referred to as "the County Counsel"), when and if requested by ESCOG. ESCOG shall be deemed a client of the County Counsel for purposes of this Agreement. Individual attorneys employed by the County in the County Counsels' Office shall at all times remain employees of the County and not employees of ESCOG. All legal services provided shall be through the County as an independent contractor.
2. As compensation for any and all routine legal services provided under this Agreement, and any expenses associated therewith, ESCOG shall initially pay the County a flat fee of \$833.00 per month regardless of the actual amount of services provided, which is based on the parties' good-faith estimate of the County's average monthly costs of providing such services over a typical 12-month period. Routine legal services include "general counsel" services such as legal advice, document review/drafting, participation in negotiations, and attendance at ESCOG Board meetings; they do not include litigation, arbitrations, administrative proceedings to which ESCOG is a party, and hearings related to personnel matters. Non-routine legal

services would be provided only upon mutual agreement of the ESCOG and the County Counsel's office and would be charged on an hourly basis using the then-current billing rate for Inyo County Counsel services (\$151 per hour as of the date of this Agreement) plus reimbursement of incidental costs and expenses. On or before July 1, 2021, and every July 1st thereafter, the County Counsel and the ESCOG Executive Director shall review and discuss whether an adjustment to said monthly compensation may be appropriate. Any agreed-upon adjustments shall be memorialized in writing and incorporated into this Agreement by this reference. Invoices for services shall be sent to ESCOG in care of its Executive Director or such other individual as ESCOG may designate from time to time, on a quarterly basis, or at such other intervals as may be mutually agreeable to the parties. Invoices shall contain descriptions of work performed and time spent. ESCOG shall pay invoices within 30 days of receipt.

3. The County Counsel's Office shall notify the parties hereto of any actual or potential conflicts of interest that may arise between them as respective clients of the County Counsel's office, and the County Counsel shall endeavor to avoid providing any services under this Agreement that would create a conflict. Nevertheless, in the event that a conflict does arise between the County (or any of its boards, commissions, officers or employees) on the one hand and ESCOG on the other hand, or if for any reason the County Counsel's office declines to or resigns from providing services to ESCOG, then ESCOG agrees that the County Counsel's Office may thereafter continue to act as legal counsel for the County and that the County Counsel's Office shall not be disqualified from representing or otherwise carrying out any of its powers and duties on behalf of the County.

4. This Agreement shall remain in full force and effect until terminated by any party, without cause, by supplying 30 days' written notice of termination to the other party. Either party may also terminate this agreement at any time for cause, through oral or written notice to the other party (effective immediately).

5. ESCOG acknowledges that it has been or has had the opportunity to be represented by separate legal counsel with respect to the negotiation and preparation of this Agreement or has knowingly waived its right to do so, and that it is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party. ESCOG specifically acknowledges that the County Counsel has only represented the County with respect to the negotiation and preparation of this Agreement and that ESCOG has consented to such representation and has knowingly and voluntarily waived any actual or potential conflict associated with such representation.

6. 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.

Execution:

This Agreement shall be deemed entered into as of April 1, 2020, regardless of when actually approved or executed by the parties hereto.

EASTERN SIERRA COUNCIL OF
GOVERNMENTS, a joint powers authority

COUNTY OF INYO, a political
subdivision of the State of California

By: _____
Stacy Corless, Chair
ESCOG Board of Directors

By: _____
Matt Kingsley, Chair
County Board of Supervisors



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: June 9, 2020

FROM: Ashley Helms

SUBJECT: Resolution and Notice of Completion for the Bishop Library Exterior Coating Removal Project

RECOMMENDED ACTION:

Request Board approve Resolution No. 2020-26 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Bishop Library Exterior Coating Removal Project," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

At the April 21, 2020 meeting of the Board of Supervisors, your Board awarded the construction contract for the Bishop Library Exterior Coating Removal Project (Project) to Blasting and Coatings Enterprises Inc. of Canyon Country, CA, in the amount of \$27,320.50. The final construction contract amount (not including construction engineering/inspection) is \$30,820.50.

Blasting and Coatings Enterprises Inc. completed the work for the Project on May 16, 2020. The project work consisted of removing the failing elastomeric coating by sandblasting. On May 16, 2020 the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Public Works Department is requesting that the Board adopt the attached Resolution, which accepts the improvements and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the recordation of the Notice of Completion begins the 30 day period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention shall be returned to the Contractor.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the resolution. Consequently, the project would not be formally accepted and the Notice of Completion (NOC) could not be filed. This is not recommended, as it will extend the period during which stop notices can be submitted and will delay release of retention to the Contractor.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The costs for construction were be paid through budget unit 011501: Deferred Maintenance, object code 5191: Maintenance of Structures. This project is included in the FY 2019/2020 Deferred Maintenance list.

ATTACHMENTS:

1. Proposed Resolution No. 2020-26
2. Notice of Completion

APPROVALS:

Ashley Helms	Created/Initiated - 5/29/2020
Darcy Ellis	Approved - 5/29/2020
Breanne Nelums	Approved - 5/29/2020
Michael Errante	Approved - 6/1/2020
Marshall Rudolph	Approved - 6/1/2020
Amy Shepherd	Approved - 6/1/2020
Michael Errante	Final Approval - 6/1/2020

RESOLUTION #2020 - __

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
Bishop Library Exterior Coating Removal Project**

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the County Buildings Roofing Project has been completed by Blasting and Coatings Enterprises Inc. of Canyon Country, California in accordance with the project specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Bishop Library Exterior Coating Removal Project.

Passed, approved and adopted this _____ day of _____, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Clint Quilter, Clerk

by _____
Assistant Clerk of the Board

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department
P. O. Drawer Q
Independence, CA 93515**

The area above this line is for Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Bishop Library Exterior Coating Removal Project on the property hereinafter described was completed on May 16, 2020 and was accepted by the Inyo County Board of Supervisors on _____.
2. The properties on which the Bishop Library Exterior Coating Removal Project has been completed are located at 210 Academy Ave, Bishop, CA.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the Bishop Library.
4. The undersigned Michael Errante is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted _____, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Bishop Library Exterior Coating Removal Project pursuant to the construction contract with the owner is Blasting and Coatings Enterprises Inc. of Canyon Country, California.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions that are necessary or appurtenant to construct the project designated in the purchase order.

COUNTY OF INYO

Dated: _____

By: _____
Michael Errante, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Bishop Library Exterior Coating Removal Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Michael Errante



County of Inyo



Planning Department

CONSENT - ACTION REQUIRED

MEETING: June 9, 2020

FROM:

SUBJECT:

RECOMMENDED ACTION:

Request the Board approve the contract between the County of Inyo and the Inyo Local Agency Formation Commission to provide staff services in the amount not to exceed \$14,464.80 for the period of July 1, 2020 through June 30, 2021, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget; authorize the Chairperson to sign; and, direct the Planning Department and County Counsel to provide services as outlined in the contract.

SUMMARY/JUSTIFICATION:

The Inyo Local Agency Formation Commission (LAFCO) contracts with the Inyo County Planning Department for the services of LAFCO Executive Officer and support staff. The Commission contracts with the Inyo County Office of County Counsel for legal services. A single contract between Inyo LAFCO and the County of Inyo Planning Department covers both staff and counsel services. Inyo LAFCO has budgeted \$14,464.80 in Fiscal Year (FY) 2020-2021 for staff and counsel services.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the contract and not direct staff to provide services to Inyo LAFCO as outlined in the contract.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The Inyo LAFCO FY 2020-2021 Final Budget proposes both the City of Bishop and Inyo County contribute \$10,000 in funding for the Inyo LAFCO FY 2020-2021 Budget. Other expenses will be provided for by fund balance. Funds are expended through the LAFCO Budget (451001), Professional Services & Fees (5265). Revenues are realized in the Planning Budget (023800) and the County Counsel Budget (010700), LAFCO Fees Revenue Code (4817).

ATTACHMENTS:

1. FY 2020-2021 LAFCo Contract

APPROVALS:

Cathreen Richards
Darcy Ellis
Cathreen Richards
Marshall Rudolph

Created/Initiated - 5/6/2020
Approved - 5/6/2020
Approved - 6/1/2020
Final Approval - 6/1/2020

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

INTRODUCTION

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code § 56000 et seq., hereinafter referred to as "Act") governs Local Agency Formation Commission operations, policies, and procedures; and

WHEREAS, Government Code § 56384 requires Inyo Local Agency Formation Commission (hereinafter referred to as ("Inyo LAFCO")) to appoint an Executive Officer and Legal Counsel, and Government Code § 56380 allows Inyo LAFCO to contract with any public agency or private party for personnel and facilities; and

WHEREAS, Inyo LAFCO has the need for the services of the County of Inyo (hereinafter referred to as "County"), 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 County shall provide to Inyo LAFCO, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

When County performs work or services under this Agreement, County may have such work or services performed either by its own employees or, upon approval by Inyo LAFCO, by one or more of County's contractors. County will have such work or services performed by employees or contractors who are qualified to, and capable of, doing such work. County has the right in its sole discretion to determine which employee(s) are qualified and capable, and to determine which employee(s) of those which are deemed qualified and capable, are to actually perform the work and services under this Agreement. Inyo LAFCO has no right to designate, or require the work or services to be performed by a particular County Department, class of County employees, or particular employee(s). Further, County need not obtain Inyo LAFCO's approval prior to or after incurring any travel and/or per diem, or overtime expenses in performing work or services under 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. County Employee(s). Where work and services are performed by County employee(s) under this Agreement, the consideration to be paid by Inyo LAFCO to County for such services and work is the sum total of the (1) hourly rate costs (including overtime, if any), (2) fringe benefits cost, and (3) overhead and administrative costs (including travel and per diem, if any), for each employee who performed any work or services under this Agreement. Hourly rate costs (non overtime), including fringe benefits are set forth in Attachment **B** to this Agreement.

(1) Hourly Rate Costs. The product of the number of hours (rounded up or down to the nearest 1/2 (0.50) of an hour) which a County employee worked under this agreement, multiplied by the employee's hourly rate of pay as set by the most recent County salary ordinance, resolution, or employee contract. Where the circumstances of the services and work requested by Inyo LAFCO under this Agreement require the County employee to work in excess of eight (8) hours per day or forty (40) hours per week (hereinafter referred to as "overtime"), and County is obligated by law or contract to compensate the employee for such overtime at a rate of one and one half (1½) times their hourly rate of pay, the hourly rate of pay for such overtime hours worked under this Agreement will be one and one half (1½) times the employee's hourly rate of pay as set by the most recent County salary ordinance, resolution, or employee contract.

(2) Fringe Benefit Costs. The product of the hourly rate costs multiplied by 40% (0.40).

(3) Overhead and Administrative Costs. The product of the hourly rate costs multiplied by 20% (0.20), plus special, travel and per diem costs if any. Where a County employee travels and/or incurs per diem expenses in performing work under this Agreement, the travel and per diem costs for such work will be the actual costs to the County for such travel and per diem. Actual costs to the County will be determined by the most recent County ordinance or resolution establishing travel and per diem reimbursement rates for County employees. Special costs are those approved in advance by Inyo LAFCO for particular specialized equipment, supplies, tools and materials to be used by County in performing under this Agreement.

(4) Exception For County Counsel. Notwithstanding the foregoing, the consideration to be paid for services of professional employees of the Office of the County Counsel shall be the flat hourly rate (inclusive of benefits and overhead) shown in Attachment **B** to this Agreement, plus any special, travel and per diem costs as provided in Paragraph 3.A.(3) above.

B. Other County Contractors. Where work and services under this Agreement are performed by another County contractor, the consideration to be paid by Inyo LAFCO to County for such services and work is the sum total of (1) the contract costs and (2) administrative costs for each County contractor who performs any work or services under this Agreement.

(1) Contract Costs. The total costs to the County (including all labor, travel and per diem, overhead, administrative costs, and other fees) charged by such other contractor to County for the performance of work or services under this Agreement.

(2) Administrative Costs. The product of the contract cost multiplied by 20% (0.20), plus any special costs as defined in Section 3.A.(3) above.

C. Limit Upon Amount Payable Under Agreement. Except for amounts payable to County under Section 6 for Defense and Indemnification, the total sum of all payments made by Inyo LAFCO to County for services and work performed under this Agreement, shall not exceed Forteen Thousand Four Hundred Sixty Four and Dollars (\$14,464.40) hereinafter referred to as "contract limit". County expressly reserves the right to decline to perform any work or services which would be in excess of the contract limit.

D. Insurance. Inyo LAFCO 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 to Inyo LAFCO operations and thereby Inyo LAFCO's performance under the contract. For any claim related to this contract, Inyo LAFCO's coverage shall be primary as respects Inyo County. Coverage shall be at least as broad as the following:

1. (REQUIRED) General liability insurance on an occurrence basis, including products and completed operations, p[roperty damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of Inyo LAFCO, including materials, parts, or equipment furnished in connection to such work or operations.

2. (REQUIRED) Hired and non-owned automobile liability insurance with limits no less than \$1,000,000 per accident for bodily injury and property damage.

3. (RECOMMENDED if Inyo LAFCO will be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI)) Cyber liability insurance with limits not less than \$1,000,000 per occurrence or claim.

E. Billing and Payment. County shall submit to Inyo LAFCO, once a month, an itemized statement of all services and work described in Attachment A. This statement will be submitted to Inyo LAFCO 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. County's statement to the Inyo LAFCO will also include an itemization of any travel or per diem expenses incurred by County during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, Inyo LAFCO shall make payment to County on or before the last day of the month.

F. Federal and State Taxes. Inyo LAFCO will not withhold any federal or state income taxes or social security from any payments made by Inyo LAFCO to County under the terms and conditions of this Agreement.

4. WORK SCHEDULE.

County's obligation is to perform, in a reasonably timely manner, those services and work identified in Attachment A. It is understood by Inyo LAFCO that the performance of these services and work will require cooperation and coordination between County, Inyo LAFCO, and other parties. Inyo LAFCO and County will use their best efforts to arrange their own schedules, and coordinate with other interested parties, to ensure that services and work under this Agreement can be performed within the time frames set by mutual agreement.

5. STATUS OF PARTIES.

County is a political subdivision of the State of California. Inyo LAFCO is a special district authorized by the Act. Each party is a public entity independent of the other. Inyo LAFCO 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, County has no authority or responsibility to exercise any rights or power vested in the Inyo LAFCO. It is understood by both Inyo LAFCO 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 entity:

03062019

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

STATUS OF COUNTY OFFICERS AND EMPLOYEES.

A. County officers and employees while providing work and services under this Agreement, remain County officers and employees subject to the exclusive control, direction, and supervision by County.

B. County officers and employees providing work and services under this Agreement will do so in accordance with all federal and state laws applicable to the County, and in accordance with all County ordinances, resolutions, rules, regulations, policies, and Board of Supervisors directions. Exceptions to this will be made only for those Inyo LAFCO ordinances, resolutions, rules, regulations, policies, and directions which have been formally adopted by Inyo LAFCO and approved in writing by the County for implementation under this Agreement.

C. County expressly and specifically retains the right to hire, fire, and discipline any County officer or employee who provides work or services under this Agreement. If Inyo LAFCO is unsatisfied with the performance of any County officer or employee who provides work or services under this Agreement, Inyo LAFCO shall promptly notify the County and request that the County consider taking appropriate action.

D. Except as provided in this Agreement, no County officer or employee shall provide any work or services to Inyo LAFCO. Further, Inyo LAFCO shall not hire, retain, engage, contract or employ any County officer or employee except under the provisions of this Agreement.

6. WARRANTY OF ELIGIBILITY.

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>.

8. DEFENSE AND INDEMNIFICATION.

To the extent permitted by law, each party hereto shall defend, indemnify, and hold harmless the other and its officers, employees, and agents 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, its acts or omissions, or that of its officers, employees, or agents in the performance of this Agreement.

8. CANCELLATION.

This Agreement may be cancelled by either party without cause, and at will, for any reason by giving to the other party sixty (60) calendar day's written notice of such intent to cancel.

9. DEFAULT.

A. If Inyo LAFCO fails to pay County for the work and services performed by County in a timely manner, County may declare the Inyo LAFCO in default and terminate this Agreement upon thirty (30) calendar day's written notice to Inyo LAFCO. Upon such termination by default, Inyo LAFCO will pay to County all amounts owing to County for services and work performed to the date of termination.

B. Except as provided in paragraph "A" above, if a party to this Agreement should fail to comply with the terms and conditions of this Agreement in a timely manner, the other party may declare a default and notify the "defaulting" party in writing of the facts constituting such default. Upon making such written notification, the defaulting party will have thirty (30) calendar days to cure such default. A party shall be

deemed to cure the default if within the time period set forth herein, the defaulting party begins and thereafter diligently continues to completion curing such default. Service of a notice of default on the defaulting party and allowance of said thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If any default is not cured or deemed cured hereunder, the non-defaulting party, at its election, may terminate this Agreement by written notice thereof to the defaulting party. Upon such termination by default, Inyo LAFCO will pay to County all amounts owing to County for services or work performed to the date of termination and County will turn over to Inyo LAFCO all information, work papers, reports, analysis of other information in County's possession as may relate to the services and work being performed hereunder.

10. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 18 below.

11. ASSIGNMENT/SUBCONTRACTING.

This is an agreement for the services of County. Inyo LAFCO has relied upon the skills, knowledge, experience, and training of County as an inducement to enter into this Agreement. County shall not assign this Agreement, or any part of it. However, County may, with the approval of Inyo LAFCO, subcontract work or services it is to perform under this Agreement.

12. PRODUCTS OF COUNTY'S WORK AND SERVICES.

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

13. RECORDS AND AUDIT.

A. Records. County shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, county, and municipal, ordinances, regulations, and directions. County shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. County 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 Inyo LAFCO shall have access to any books, documents, papers, and records, including, but not limited to, financial records of County, 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 County. Further, Inyo LAFCO has the right to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

14. NONDISCRIMINATION.

During the performance of this Agreement, neither party, or their agents, officers and employees, shall 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, ages, or sex. Both parties and their 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. The parties shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

15. CONFIDENTIALITY.

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

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

16. 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.

17. FUNDING LIMITATION.

The ability of Inyo LAFCO 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, Inyo LAFCO has the option to cancel, reduce, or modify this Agreement, or any of its terms within five (5) calendar days of its notifying County 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 18.

18. 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.

19. 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 Inyo LAFCO or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo
COUNTY ADMINISTRATOR
224 North Edwards
P.O. Box N
Independence, California 93526

Inyo LAFCO:
Cathreen Richards _____ Name
Executive Officer _____
168 North Edwards _____ Street
P.O. Box L _____
Independence, CA 93526 _____ City and State

20. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

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

COUNTY OF INYO

INYO LAFCO

By: _____

By: _____

Dated: _____

Print or Type Name


Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



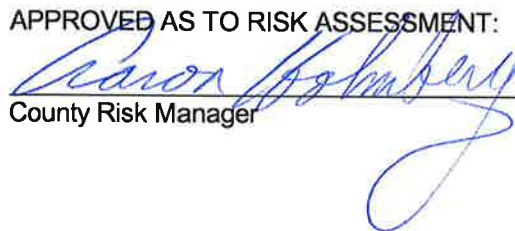
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

TERM:

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

SCOPE OF WORK:

SERVICES TO BE PROVIDED BY THE COUNTY

- A. Services of the appointed Executive Officer as provided by 56384(a) of the Act.
- B. Services of the appointed legal counsel as provided by 56384(b) of the Act.
- C. Preparing staff analyses, reports, CEQA documents, proposed findings and other agenda materials for the Inyo County LAFCO relating to boundary proposals, contracts for provision of new and extended services outside city and district jurisdictional boundaries, sphere of influence amendments, periodic review of sphere of influence designations and any other matters that are within the Commission's authority under the Act.
- D. Calling, staffing, noticing, and otherwise coordinating Commission meetings in accordance with the Act and Inyo LAFCO policies and procedures.
- E. Preparing, mailing, filing, publishing and keeping records of agendas, notices and other required official documents on behalf of the Inyo LAFCO.
- F. Responding to inquiries, providing information, and technical assistance to interested public agencies and individuals.
- G. Providing supporting fiscal services such as the development of the annual Inyo LAFCO budget, management of Inyo LAFCO financial accounts including the processing of Inyo LAFCO fees and charges; the processing of payment of Commission charges and expenses, and the preparation of required fiscal reports.
- H. Informing Inyo LAFCO Commissioners of new legislation, correspondence with the Commission, CALAFCO activities, current events and matters of interest related to Inyo LAFCO.
- I. If, and at its sole discretion, the County financially contributes to Inyo LAFCO's acquisition of insurance pursuant to the contract, section D, such contribution shall in no way reflect an assumption of any responsibility for any losses caused or sustained by Inyo LAFCO.
- J. Maintain the Inyo LAFCO website in compliance with Government Code § 56661.
- K. Maintain membership in CALAFCO, and provide training of LAFCO Commissioners and staff involved in support of LAFCO.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

TERM:

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

HOURLY RATES (NON OVERTIME) OF COUNTY PERSONNEL INCLUDING BENEFITS:

County employees shall be at rates and benefits as set forth for such employees by the Board of Supervisors. The hourly rate for County Counsel, Senior Assistant County Counsel and Deputy County Counsel shall be \$151.00 per hour or such rate as established by Code, whichever is higher.



County of Inyo



Public Works - Road Dept. **CONSENT - ACTION REQUIRED**

MEETING: June 9, 2020

FROM: Trevor Taylor

SUBJECT: Request authorization to purchase 30,000 pounds of glass beads for traffic striping

RECOMMENDED ACTION:

Request Board: A) declare Interstate Sales of Auburn, CA the successful bidder for 30,000 pounds of reflective glass beads (Type II) per Bid No. RD2020-04; and B) authorize the purchase of 30,000 pounds of reflective glass beads from Interstate Sales of Auburn, CA in an amount not to exceed \$13,260.25.

SUMMARY/JUSTIFICATION:

The Road Department solicited bids from suppliers of glass beads for application in conjunction with traffic striping in May, 2020 for upcoming pavement marking maintenance work to be completed under the SB-1 program during the 2020 season. The glass beads provide for retro-reflectivity of the traffic markings. The 2020 season needs were estimated to be at approximately 30,000 pounds of this material. Bids were opened on June 3rd, 2020, and two bids were received:

Interstate Sales of Auburn, CA	\$13,260.25
Swarco Reflex LLC of Mexia, TX	\$13,414.88

The Road Department has reviewed the bids received for responsiveness.

The Road Department is recommending your Board authorize the purchase of 30,000 pounds of glass beads from Interstate Sales, to be delivered to the Inyo County Road Yard at 750 South Clay Street, Independence, CA. The total expense, including delivery and taxes, is not to exceed \$13,260.25.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this purchase. This is not recommended, as the materials are needed to perform necessary pavement marking maintenance on Inyo County roads. If the purchase is not approved, the Road Department would need to re-advertise the Bid Package which would delay maintenance work and could result in less favorable bids.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

The funding for retro-reflective glass beads to be used in road marking maintenance will be paid from the Road Department Budget 034600, Object Code 5309 - Road Materials.

ATTACHMENTS:

1. Bid Tab

APPROVALS:

Trevor Taylor	Created/Initiated - 5/18/2020
Darcy Ellis	Approved - 5/20/2020
Trevor Taylor	Approved - 6/3/2020
Breanne Nelums	Approved - 6/3/2020
Chris Cash	Approved - 6/3/2020
Marshall Rudolph	Approved - 6/3/2020
Amy Shepherd	Approved - 6/4/2020
Michael Errante	Final Approval - 6/4/2020

COUNTY OF INYO BID TABULATION

Project Title & Bid No. Glass Beads Bid No. RD2020-04

Bid Opening Date: June 3, 2020

Location: County Admin Center

	BIDDER NAME	Total Bid	Bond
1.	<u>Trentman</u> Interstate Sales	<u>\$13,260.25</u>	N/A
2.	<u>Swarco Reflex</u>	<u>\$13,414.88</u>	
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Opened By: Darcy Ellis

Present: Monica Tinlin





County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: June 9, 2020

FROM: Ashley Helms

SUBJECT: Amendment 3 to the contract with TEAM Inc, of Bishop, CA.

RECOMMENDED ACTION:

Request Board approve Amendment No. 3 to the agreement between the County of Inyo and TEAM Engineering Inc. of Bishop, CA, increasing the contract to an amount not to exceed \$82,000 and extending the term end date from June 30, 2020 to February 28, 2021, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget; and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On November 7, 2017, your Board approved the contract between Inyo County and TEAM Inc, for Environmental Services for assistance with developing a Routine Maintenance Agreement (RMA) with the California Department of Fish and Wildlife (CDFW). TEAM has completed the majority of the scope included in the original contract, and the agreement with CDFW is nearly complete. Task 5 in the initial contract included the preparation of a compliance guide for the Inyo County Road Department after the RMA was completed.

After review of the draft RMA from CDFW, Public Works would like to modify Task 5 to the contract, extend the contract end date to February 28, 2021, and increase the not to exceed amount by \$15,000. This contract has two previous amendments, neither of which increased the not to exceed limit.

Amendment 3 removes the original scope of Task 5, and adds the following scope, to be used on an as needed basis:

- Creation of a training program to satisfy the annual training requirement of the RMA. This training will be administered to the Road Department staff each year.
- Attend meetings with Inyo County staff during the initial 6 months of the new Agreement, to address any issues with permit compliance early on (limit 3 meetings).
- Attend meetings with Inyo County staff and CDFW during initial 6 months, as needed, to address compliance issues (limit 2 meetings).
- Complete portions of the Annual Report, for submittal to CDFW by January 31, 2021.
- Complete biological surveys if avoidance measures included in the RMA cannot be implemented and certain road maintenance activities (not anticipated).

BACKGROUND/HISTORY OF BOARD ACTIONS:

11/7/2017 - Contract Awarded to TEAM Inc

7/10/2018 - Amendment 1, added staff to sub-consultants Schedule of Fees

12/6/2019 - Amendment 2, extended the contract end date to June 30, 2020

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this amendment, and direct Inyo County staff to complete the work, this is not recommended, because current staff does not have the background necessary to complete some of the work.

OTHER AGENCY INVOLVEMENT:

CDFW

FINANCING:

This contract is paid out of Budget 034600 (Road), object code 5265 (Professional Services). Adequate funding exists in this object code for the remainder of the fiscal year, and this funding is included in the rollover budget for FY 20/21.

ATTACHMENTS:

1. TEAM Amendment 3
2. TEAM Engineering Contract
3. TEAM Engineering Contract Amendment 1
4. TEAM Engineering Contract Amendment 2

APPROVALS:

Ashley Helms	Created/Initiated - 5/26/2020
Darcy Ellis	Approved - 5/26/2020
Ashley Helms	Approved - 6/2/2020
Breanne Nelums	Approved - 6/2/2020
Michael Errante	Approved - 6/2/2020
Marshall Rudolph	Approved - 6/2/2020
Amy Shepherd	Approved - 6/3/2020
Michael Errante	Final Approval - 6/3/2020

**AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and TEAM Engineering and Management of Bishop, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated November 7, 2017, on County of Inyo Standard Contract No. 156, for the term from November 7, 2017 to June 30, 2020.

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

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows: “The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed eighty two thousand dollars (\$82,000.00) (hereinafter referred to as “Contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks described Attachment A-3 to the Contract.
3. The term of the agreement is extended to February 28, 2021.

The effective date of this amendment to the Agreement is June 9, 2020.

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

**AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

ATTACHMENT A-3

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Team Engineering and Management (TEAM)
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

TERM:

FROM: November 7, 2017 **TO:** June 30, 2020

SCOPE OF WORK:

This Amendment removes the original scope of Task 5– Preparation of Road Department Guide, and adds the following scope, to be used on an as needed basis:

- Creation of a training program to satisfy the annual training requirement of the RMA. This training will be administered to the Road Department staff each year.
- Attend meetings with Inyo County staff during the initial 6 months of the new Agreement, to address any issues with permit compliance early on (limit 3 meetings).
- Attend meetings with Inyo County staff and CDFW during initial 6 months, as needed, to address compliance issues (limit 2 meetings).
- Complete portions of the Annual Report, for submittal to CDFW by January 31, 2021.
- Complete biological surveys if avoidance measures included in the RMA cannot be implemented and certain road maintenance activities (not anticipated).

ATTACHMENT B-3

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT (TEAM)
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

TERM:

FROM: November 7, 2017 **TO:** December 31th, 2018

SCHEDULE OF FEES:

Payment for the rates and costs identified in Attachment B to the contract shall constitute full compensation for providing all services, labor, and equipment for the work included in Attachment A-3 to the contract.

The total compensation to be provided shall not exceed the total Contract amount, subject to such adjustments as may be made by properly approved amendments.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of November 2017 an order was duly made and entered as follows:

*P.W. – TEAM, INC.
CONTRACT*

Moved by Supervisor Pucci and seconded by Supervisor Totheroh to: A) approve the contract between the County of Inyo and TEAM, Inc. of Bishop, CA for Environmental Services in an amount not to exceed \$67,000; and B) authorize the Chairperson to sign, contingent on all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 7th
Day of November, 2017



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: November 8, 2017



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
11

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Schedule time for
 Closed Session
 Informational

FROM: Public works

FOR THE BOARD MEETING OF: November 7, 2017

SUBJECT: Approve the contract for Architectural and Engineering (A&E) Consultant Services with TEAM Engineering and Management, Inc. (TEAM) of Bishop, CA for Environmental Services for assistance in developing a Routine Maintenance Agreement between the Inyo County Road Department and the California Department of Fish and Wildlife (CDFW)

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

- A) Approve the Contract between the County of Inyo and TEAM Inc. of Bishop, CA for Environmental Services with a not-to-exceed amount of \$67,000; and
- B) Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Inyo County Road Department would like to enter into a Standard Maintenance Agreement (SMA) with CDFW under the Streambed Alteration Program. This will allow the Road Department to carry out routine dirt road/shoulder grading and culvert cleaning without obtaining a CDFW Lake and Streambed Alteration (LSA) Permit for each separate activity. To accomplish this, the Public Works Department will need the help of an environmental consultant, who will carry out computer-based research, possible field studies, and complete an Environmental Document pursuant to the California Environmental Quality Act to satisfy the CDFW requirements.

On July 28, 2017, the Public Works Department advertised a Request for Proposals (RFP) for Environmental Services. Three proposals were received on August 15, 2017, and the proposals were scored by four Public Works employees on eight categories (see attached RFP for reference); the combined scores are as follows:

- | | |
|--|--------|
| 1. TEAM of Bishop, CA | 4.38/5 |
| 2. Panorama Environmental, Inc. of San Francisco, CA | 4.03/5 |
| 3. Helix Environmental Planning of Folsom, CA | 3.91/5 |

TEAM has been chosen as the best consultant for this project. TEAM, along with their subcontractor, AMEC Foster, has the technical experience, local knowledge, and familiarity with the SMA process to efficiently and cost-effectively deliver the scope of work requested.

The not-to-exceed amount of \$67,000.00 (Sixty-seven thousand dollars) is the Consultant's best estimate as to the cost of the required work. If an increase to the estimated projected cost is expected, request for approval of the increase will be made in writing by the Contractor to the County prior to incurring the increase, and sent to the Board for approval. Any increase would be effective by written Amendment to the contract only.

ALTERNATIVES:


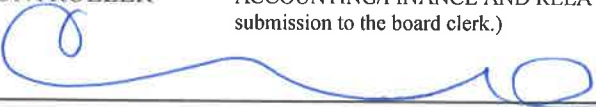
Your Board could choose not approve this contract with TEAM Engineering and Management, Inc., and to begin negotiations with the second choice consultant firm. Your Board could also choose not to enter into a contract for Environmental Services, and not to pursue a SMA with CDFW; this is not recommended as this would necessitate the Road Department to obtain an LSA permit (and pay the corresponding fee) each time before grading any road with a riparian zone crossing.


OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the consultant after the contract is awarded
County counsel to review and approve contract documents.

FINANCING:

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5265 (Professional Services). In fiscal year 17/18, \$50,000 is budgeted for this contract, the remaining costs will be incurred in fiscal year 18/19.

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	
		Approved: <u>YES</u> Date: <u>10/11/17</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>10/16/2017</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: _____

DEPARTMENT HEAD SIGNATURE:  Date: 10/16/17
(Not to be signed until all approvals are received)

BUDGET OFFICER SIGNATURE: N/A Date: _____
(Not to be signed until all approvals are received)

COUNTY OF INYO
REQUEST FOR PROPOSAL



Environmental Services

Date Released: July 28, 2017
Deadline for Submission: 5:00pm, August 15, 2017

County of Inyo
Public Works Department
P.O. Drawer Q, 168 N. Edwards St
Independence CA, 93526

RESPONSE TO THIS REQUEST

Please include in your proposal the items listed below, any proposal which does not include all of the requested information may be considered as non-responsive and may not be considered.

1. A narrative addressing the technical nature of this project, which demonstrates an understanding of the scope of work, and discusses the proposed approach to the project.
2. A summary of work each key staff member will perform for this proposal.
3. A proposed time frame of completion for each phase of work.

In a separate sealed envelope, please provide a price for the scope of work included in the Proposal, including the estimated cost for each component of the project.

Proposals received after the time and date specified above may be considered nonresponsive and returned to the Consultant.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

CONTRACT

The successful consultant will be required to enter into an agreement with the County involving Inyo County Standard Contract No. 156. The contract will specify the scope of service, schedule of work and a mutually agreed upon schedule of payment.

A copy of Inyo County Standard Contract No. 156 is attached hereto as Exhibit A. Insurance requirements for Professional Services are described in Exhibit B. All respondents are encouraged to review the contract and verify they can satisfy all requirements contained therein. Any concerns with the contract or any of its terms or requirements should be addressed in the submitted Proposal.

This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the County to do so. Furthermore, a contract award may not be made based solely on price.

EVALUATION PROCESS

All proposals will be evaluated by an Inyo County Selection Committee (Committee). The Committee may be composed of Inyo County staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP.

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal.

AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc.
FOR THE PROVISION OF Environmental **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Environmental services of TEAM Engineering and Management, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from _____, 2017 to December 31, 2018 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From January 1, 2019 through December 31, 2019
- B. From _____ through _____

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement.

Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Director of Public Works, Clint Quilter. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$67,000 (initial term) \$_____ (option 1) and \$_____ (option 2) for a total of \$_____ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To

facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Consultant shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

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

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:	
Public Works	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

Consultant:	
TEAM Engineering and Management, Inc.	Name
PO Box 1265	Address
Bishop CA 93514	City and State

24. ENTIRE AGREEMENT.

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

///

///

AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc.
FOR THE PROVISION OF Environmental **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
7th DAY OF November, 2017.

COUNTY OF INYO

CONSULTANT

By: Mark Tillmans
Signature
Mark Tillmans
Print or Type Name

By: _____
Signature

Print or Type Name

Dated: 11/7/17

Dated: _____

APPROVED AS TO FORM AND LEGALITY:
Jerry Walker
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

AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc.
FOR THE PROVISION OF Environmental **SERVICES**

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONSULTANT

By: Naomi Garcia
Signature
Naomi J. Garcia
Print or Type Name

Dated: November 1, 2017

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc.
FOR THE PROVISION OF Environmental **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
TEAM Engineering and Management, Inc.
AND _____

FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: _____ **TO:** December 31, 2018 _____

SCOPE OF WORK:

TEAM Engineering and Management, Inc. of Bishop, California will be providing services including but not limited to desktop environmental support, field studies, completion of a CEQA (California Environmental Quality Act) document, coordination with California Department of Fish and Wildlife (CDFW), and other tasks required to obtain a Standard Maintenance Agreement under the Lake and Streambed Alteration Program from CDFW. The scope of work is described in detail in the following pages.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in Attachment B to the contract, Schedule of Fees. The Consultant may be required to modify its works as necessary to meet the objectives. Modification to the agreed scope of work or level of effort to meet the objective will be incorporated into the contract by amendment, as described in Section 22, Amendment, of the contract.

Inyo County Public Works Department
Attn: Ashley Helms
168 N. Edwards Street
Independence, CA 93526

October 4, 2017

**RE: REVISED COST PROPOSAL
ENVIRONMENTAL SERVICES IN SUPPORT OF A ROUTINE MAINTENANCE AGREEMENT
BETWEEN CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE AND INYO COUNTY
ROAD DEPARTMENT**

Dear Ms. Helms:

Based on Inyo County's Request for Proposal (RFP) in July 2017, TEAM Engineering & Management, Inc. (TEAM) provided a Proposal to the County of Inyo Public Works Department for Environmental Services in Support of a Routine Maintenance Agreement with California Department of Fish and Wildlife (CDFW), dated August 15, 2017. Subsequently, the scope of services requested by Inyo County for this work was clarified in a meeting with TEAM on September 15, 2017 and as summarized in an email from Inyo County Public Works (ICDPW) dated September 18, 2017. This Revised Cost Proposal is provided to reflect the modified scope of work and a revised budget by task.

Primary Objective

The objective of the proposed work is to support Inyo County in entering into a Section 1602 Lake and Streambed Alteration Agreement (Routine Maintenance Agreement) for standard road maintenance activities conducted by Inyo County Road Department. Activities to fall under the Agreement include grading of dirt roads and shoulders, culvert cleaning, and tree trimming or removal activities where Inyo County Maintained Mileage intersect waterways covered under CDFW's Lake and Streambed Alteration Program.

In order to accomplish the above-stated objective, the updated scope of work is divided into five (5) tasks, as summarized below:

1. Computer-based Review of Inyo County Road System and Evaluation of Environmentally Sensitive Areas
2. Data gap Analysis and Field Reconnaissance (As-needed in support of Task 1)
3. Preparation of an Initial Study/Mitigated Negative Declaration in support of CEQA Compliance
4. Assistance to Inyo County for the Routine Maintenance Agreement
5. Preparation of a Guide for Inyo County Road Department Foremen

Revised Scope of Work

The following task definitions and scope of work address the five tasks requested by Inyo County in the July 2017 RFP and as revised in the meeting with Public Works and Road Department staff on September 15, 2017. The following task descriptions are also the basis for the revised Cost Proposal submitted herein.

TASK 1: Computer-based Review of Inyo County Road System and Evaluation of Environmentally Sensitive Areas

As described in the RFP, Task 1 would be a computer-based review of all roadways in Inyo County which are maintained by the Inyo County Road Department. The objective of this task is to compile available information on sensitive environmental resources and to determine the top 10% most sensitive areas that may need further study or avoidance/mitigation measures.

Our approach to Task 1 would be to meet with Inyo County Road Department staff as soon as possible after contract execution, to obtain a copy of Inyo County's GIS data for the Inyo County Maintained Mileage. TEAM would then use ArcGIS software to overlay available environmental data, with a primary focus on biological resources specified by the State and Federally-listed Threatened, Endangered, or Special Status Species.

To initially establish a database of potential County locations where routine maintenance activities would occur, TEAM proposes to use existing County GIS road layers and query the system for stream crossing latitude/longitude based on the USGS Blue Line database. The subsequent table will also include water body, watershed, and USGS quadrangle for each site. This will serve as a basis for locational data for routine maintenance activities which would be subject to the Section 1602 permit. In order to collect similar information on maintenance near additional perennial streams, ephemeral areas, permanent and seasonal wetlands, and Waters of the State over which CDFW has jurisdiction, and which are not identified on USGS maps, the project team will rely on existing County GIS resources as well as additional data to be provided by County staff based on knowledge of existing conditions.

After developing a shapefile and associated attribute table of intersection of Inyo County maintained roads and perennial streams, overlays will be conducted using available environmental data. The primary database that will be used for this effort is the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB). Other available databases will be used to supplement the CNDDDB database as needed.

The County will be divided into functional regions in order to group areas with similar species and habitats, rather than looking at the project on a quad by quad basis. After discussions with Inyo County on September 15, 2017, it was determined that the areas should also be grouped by existing County road districts to the extent practical to streamline communication of permit requirements and planning implications for Road Department foremen. A query to this database will be conducted for areas within Inyo County, creating tables by region with sensitive species. These tables will serve as a basis for evaluating the most environmentally sensitive areas. The database results will also serve to separate out unique and distinct regions of the County which may require particular measures to protect specific species, and conversely, to clear areas in which routine

maintenance activities can continue without modification. It is our understanding, based on the September meeting with ICDPW, that roads within the Death Valley National Park or on federal lands will not be included in the GIS screening task or in the RMA.

The result of the initial screening will result in an attribute table which can be queried and sorted. TEAM would then work with County staff and CDFW to develop a prioritization system with a list of criteria that would trigger identification as an environmentally sensitive area. Inyo County has requested that the top 10% most sensitive be identified, but it is possible that the initial screening may identify more or less than 10% of the County road mileage which may have the potential to be environmentally sensitive due to various factors. In addition, the exercise would be reliant on the accuracy and completeness of the available data, and significant data gaps may exist. Due to these possibilities, TEAM proposes to present County staff and the CDFW with draft results and a discussion of potential limitations and data gaps. After review and feedback from CDFW and County staff, the reference tables would be supplemented with additional data or refined focus of the prioritization efforts, if applicable. The final results would again be provided to ICDPW and CDFW for review and approval.

Initial database screening results would also be utilized in Tasks 2 through 5, as requested by Inyo County and as described below.

TASK 2: Data gap Analysis and Field Reconnaissance (As-needed)

As described in the July 2017 RFP, Task 2 was originally identified and scoped as “Biological Surveys of Silver Canyon and Wyman Creek Roads,” as those stream crossings had been previously identified as needing biological surveys as part of the permitting efforts with CDFW. However, in TEAM’s initial meeting with CDFW’s Nick Buckmaster on August 9, it was determined that the level and extent of biological survey that would be applicable for a given location is highly variable, ranging from no survey to an in-depth species-specific survey requiring licensed specialists. CDFW also indicated that the surveys should not be done too far in advance of maintenance activities due to their relatively short shelf-life. Once the specific requirements of the Routine Maintenance Agreement are developed, and/or appropriate mitigation developed, costs can be developed for a biological survey of a particular area of concern based on the schedule and level of maintenance activity anticipated by Inyo County Road Department.

As discussed with Public Works and Road Department supervisors in a meeting on September 15, 2017, and in related email correspondence, it was determined that specific biologic surveys prior to maintenance work covered under the RMA should be conducted under a future scope of work and as dictated by final Agreement conditions. However, as requested by Inyo County, Task 2 budget will be retained to be used on an as-needed basis, in support of Task 1. Once the draft results of Task 1 are provided, Task 2 will be focused on closing critical data gaps regarding sensitive environmental conditions, if it is determined to be necessary based on CDFW comments and requirements for the RMA. It is assumed that the field reconnaissance activities would be conducted by a qualified Biologist, but that detailed biological surveys would not be required at this stage of the permitting process. Due to the large geographical extent of the County Maintained Mileage, and the potential variability in the types of data gathering this task may entail, specific scope of subtasks and associated costs cannot be developed at this time. A task budget has been developed based on our professional judgement and the information that is available to us as of

the date of this proposal. No charges will be incurred under Task 2 unless specifically approved by Inyo County DPW, and if necessary to incorporate CDFW comments on the draft screening results and prioritization presented as part of Task 1.

TEAM will work closely with Inyo County and CDFW to determine if additional data gathering efforts are necessary, and will assign staff appropriately and as-needed for a given task. For example, some data gathering may be able to be conducted by lower-level staff or Road Department staff. We will also manage the project team for maximum cost-effectiveness for Inyo County; for example, in areas of Southern Inyo where desert species could be impacted (e.g. Desert Tortoise), it may be most cost effective for the project team to provide a qualified biologist out of AmecFW's Riverside office and/or to schedule similar surveys together to minimize the travel time associated with the more remote areas of Inyo County. Alternatively, if no field reconnaissance, additional data gathering or preliminary biological surveys are necessary until after the RMA is finalized, Task 2 funds will not be used.

TASK 3: Completion of Initial Study/Mitigated Negative Declaration in support of California Environmental Quality Act (CEQA) Compliance

Based on the requested scope in the July 2017 RFP, costs were developed for completion of a CEQA Initial Study Environmental Checklist (IS), to determine the type of document that would be required for compliance with CEQA in order for Inyo County to finalize the Routine Maintenance Agreement with CDFW.

Based on our experience with a variety of projects subject to permitting in California, and our meeting on August 9 with CDFW, an appropriate level of CEQA documentation will be necessary in order for CDFW issuance of a final RMA. Since the CEQA documentation and public review process can be significant, we recommend beginning the CEQA documentation process early in the permitting timeline with the preparation of the Initial Study Checklist. Ultimately, the Initial Study determines which type of CEQA document will need to be prepared, yet CDFW indicates that for a regional project that has diverse baseline conditions, and which has potential impacts in multiple resource categories (i.e., biology, hydrology and water quality, soils and geology), that a Mitigated Negative Declaration (MND) would likely apply. This is consistent with the recent MND that was developed for the Caltrans RMA in 2013-2014, in which the mitigation measures were limited to precautionary surveys, avoidance measures, and Best Management Practices which were designed to minimize impacts to (primarily) biological resources. While it is possible that a Negative Declaration could apply if the routine activities are kept under a level at which any significant environmental impacts would apply, it is likely that avoidance and precautionary measures would either need to be built into the Agreement terms or identified as mitigation measures as part of an MND.

After discussing the level of anticipated CEQA support with Inyo County on September 15, 2017, it was requested that the Task 3 scope of work be expanded to include preparation of a Draft and Final Initial Study/Mitigated Negative Declaration (IS/MND). The agreed upon approach is to conduct a streamlined IS/MND, using the MND that was developed for the California Department of Transportation for Inyo, Mono, and San Bernardino Counties as a rough guide to determine an appropriate level of analysis which was acceptable to the CDFW for Adoption (as CEQA responsible agency), which allowed for the finalization of the Section 1602 RMA. It should be

noted that the Caltrans IS/MND is a very simple document focusing primarily on biological resources, and there is a potential risk that agency or public comment on a draft IS/MND may trigger additional documentation and notification requirements. For the purposes of cost estimation, it is assumed that the level of reporting for the Caltrans IS/MND would be acceptable to the CEQA Lead Agency (Inyo County Planning Dept), Responsible Agency (CDFW), local tribal groups and the public. Costs assume one round of comments on the draft IS/MND, and that comments are fairly simple in nature and not requiring a re-drafting and re-distribution of the MND document.

TEAM's approach to the completion of Task 3 is to have our key subcontractor, Amec Foster Wheeler (AmecFW) be the lead on the completion of the IS/MND due to their larger resource base of specialists, and to allow for Task 3 to be initiated concurrently with Task 1 for maximum project efficiency. AmecFW's environmental planners will draft an IS/MND for compliance with CEQA for implementation of the routine maintenance activities that will form the basis of the Routine Maintenance Agreement with CDFW. AmecFW's planners have been involved with numerous projects involving CDFW Streambed Alteration Agreements (SAAs), of which the RMA is a special case. Our project team is aware of the habitat avoidance, impact minimization, and impact mitigation strategies that could be required by CDFW, and will incorporate such strategies into the draft IS/MND so as to avoid lengthy reviews and modifications. The sensitive areas identified in Task 1, and the specific environmental resources that have the potential to be impacted, will be discussed as well as any standard avoidance or Best Management Practices which will keep impacts below the threshold for mitigation.

As requested in the September 15, 2017 meeting with Public Works and Road Department supervisors, costs have also been included for support to Inyo County, as-needed, for compliance with AB52 Tribal Consultation regulations with respect to the CEQA process. Potential impacts to cultural resources will be evaluated in the development of the IS/MND, and qualified cultural resource experts/archaeologists will also be available if Inyo County requests support with tribal consultation processes and/or development of mitigation or response measures should cultural resources be encountered during the routine road maintenance activities.

TASK 4: Provide Assistance to the County in the Creation of the Routine Maintenance Agreement

Based on communication with Inyo County Public Works staff and as specified in the July 2017 RFP, it is understood that Inyo County Road Department staff will create the Routine Maintenance Agreement, in conjunction with the Bishop CDFW office and with consultant assistance as-needed. It is anticipated that the Routine Maintenance Agreement will cover routine road maintenance activities such as grading of dirt roads, grading of dirt shoulders along paved County roads, and culvert cleaning. More intensive road maintenance activities which have the potential to impact riparian zones, wetlands, or species protected by State and Federal law, would not be included in the RMA but rather require a separate permitting process.

As requested in the RFP, consulting services would be focused on compiling checklists of what must be done for each type of road and/or culvert maintenance work to protect sensitive plant and animal communities, and reviewing a Draft RMA document. The checklists would be developed in conjunction with efforts under Task 1, Computer-based review of Environmentally Sensitive

Areas, and Task 3, Completion of the CEQA Initial Checklist. The goal of the development of the checklists will be to create tools for Road Department staff to make decisions and plan routine road maintenance activities to minimize impacts to biological resources under the terms of the RMA. The terms of the Caltrans RMA will serve as a guide to develop the initial checklists, coupled with reference tables (developed in Task 1) and/or a flowchart of the decision matrix to determine when certain activities may trigger a pre-activity survey by a qualified biologist, a schedule adjustment, or certain specified BMPs.

Although the level of support that will be needed by ICDPW in the development of the Agreement document are yet to be determined, TEAM's approach to this task will be to combine local responsiveness and availability to coordinate meetings in Independence and/or Bishop, with strong technical staff from AmecFW with extensive experience in Section 1602 permitting. The information gathered in Tasks 1 through 3 described above will be utilized to develop the checklists and guide the proposed terms of the RMA, and our project team will work closely with Inyo County staff to develop reference tools that are practical and understandable.

As described in further detail in TEAM's April 2016 proposal for a similar scope of work, it is recognized that a significant part of the development of an RMA application packet will include compiling information on the culverts which require regular maintenance and culverts in sensitive areas. It will also be important for Inyo County staff to develop detailed descriptions of maintenance activities and associated schedules. Our project team can assist County staff in scheduling of work to avoid disturbances to birds protected under the the Migratory Bird Protection Act, and outline other scheduling considerations such as proper notification to CDFW of work activities.

As requested in the current RMA, estimated costs are limited to the development of checklists of what must be done for each type of routine maintenance work, and review and comment on a draft Agreement. Costs assume up to 32 hours of AmecFW staff time (Section 1602 permitting expert), and up to 40 hours of TEAM staff time, plus 8 hours of project management time for meetings and task coordination. The timeline for completion of this task will be dependent on the timeline for completion of the Agreement document by County staff, however the project team can assist the County in expediting the process. Additional services in support of the RMA application package can be provided on an on-call basis if requested by Inyo County.

TASK 5: Preparation of a Guide for Inyo County Road Department Foremen

An additional task that was discussed in the September 15, 2017 meeting, and as requested by Inyo County in subsequent communication, is the preparation of a deliverable that will organize the results of Task 1 screening and Task 4 checklists into a format that is usable for Inyo County Public Works and Road Department staff for informational and planning purposes. In addition to the GIS layers and attribute tables that will be developed as part of Task 1, the project team will also provide Inyo County with a sortable spreadsheet, in Microsoft Excel or Access format, which summarizes the precautionary measures that would apply to the environmentally sensitive areas identified in Task 1, and conversely, the areas in which no additional measures are necessary. In addition to this spreadsheet, it was requested by Inyo County that TEAM also prepare a printed document or guide, broken up into the five Inyo County Road Districts, to provide each Foreman with guidance on which roads in their jurisdiction may require scheduling, mitigation or avoidance measures versus those areas that are "cleared" of additional measures required by the RMA.

The content and format of the requested deliverables are unknown at this time, as the information that is necessary to communicate to the Road Department will be identified in completion of Tasks 1 through 4, above. It is also possible that these final deliverables cannot be prepared until the final requirements of the RMA are agreed upon with CDFW. Estimated costs under this task assume that the results of Tasks 1 through 4 can be summarized in a streamlined fashion for the use of those implementing the agreement, but the ultimate effort required for this task will be dependent on the specific needs of the County and how well the required information is integrated into the County's GIS layers. Once the Task 1 efforts are completed, we will work closely with Inyo County to determine how best to provide the information in a useable format for Inyo County Road Department.

Revised Cost Proposal

The level of effort that may be necessary to result in a final Agreement may vary widely, due to multiple factors such as the specific requirements of CDFW, the results of the initial task of identification of environmentally sensitive portions of the County-maintained mileage, and compliance with the California Environmental Quality Act to the satisfaction of the Lead and Responsible Agencies involved. Due to the nature of the work and the need to be flexible to adjust scope and schedules due to outside factors, it was agreed by Inyo County that the contract for the proposed work should be structured on a time and materials basis, with a not-to-exceed (NTE) budget amount. A Schedule of Fees and Charges is attached. TEAM anticipates completion of the work described herein, for a proposed NTE budget of **\$67,000**. A summary of the estimated costs, by task, are provided below.

Table of Estimated Costs

Task	Task Description	Estimate of Cost
1	Computer-based Review of Inyo County Road System and Evaluation of Environmentally Sensitive Areas	\$ 19,290
2	Datagap Analysis/Field Reconnaissance (As-needed)	\$ 20,000
3	Preparation of an Initial Study/Mitigated Negative Declaration pursuant to the California Environmental Quality Act	\$ 10,621
4	Assistance to the County in the Creation of the Routine Maintenance Agreement	\$ 11,540
5	Preparation of a Guide for Road Department Foremen	\$ 5,368
TOTAL		\$ 66,819

Efforts will be made to conduct the proposed scope of work as cost-effectively as possible, and the County will only be invoiced for the actual costs necessary to complete the proposed tasks. As described in the August 2017 Proposal, TEAM will be utilizing a key subcontractor (Amec Foster Wheeler) for portions of this work. Subcontractor invoices will be passed through to Inyo County with a reduced mark-up of 10%, and will also be based on an actual cost basis within agreed upon subtask budgets.

TEAM is prepared to initiate work immediately upon receiving a signed contract and Notice to Proceed from Inyo County. A preliminary schedule was provided with the August 2017 Proposal. A revised schedule of task completion will be prepared once the start date has been determined and in coordination with Inyo County staff. We recommend that the contract term be a period of

12 months, although efforts will be made to expedite project completion in a shorter time-frame if possible. If the tasks scoped herein cannot be completed within the contract term due to factors outside our control, we will work closely with Inyo County to develop a contract extension and modified budget if necessary.

The undersigned is authorized to bind the project team into Inyo County Standard Contract No. 156, and we are confident we can comply with all contract terms and requirements without revision. We have an active contract with Inyo County for Monitoring and Reporting Services related to the Inyo County Landfills, and are not aware of any current Conflicts of Interest with respect to the proposed scope of work and pending contract.

The contact information for this work is provided below:

TEAM Engineering & Management, Inc.
Attn: Naomi J. Garcia
459 W. Line Street, Suite 100
Bishop, CA 93514
760-872-1033

Mailing address:

TEAM Engineering & Management, Inc.
P.O. Box 1265
Bishop, CA 93515

We appreciate your consideration of our professional services, and look forward to the opportunity to work with Inyo County to meet the objective of finalizing a Routine Maintenance Agreement with California Department of Fish and Wildlife.

Respectfully submitted,

TEAM Engineering & Management, Inc.


Naomi Jensen Garcia
President

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc.

FOR THE PROVISION OF Environmental SERVICES

TERM:

FROM: _____ TO: December 31, 2018

SCHEDULE OF FEES:

The Consultant shall be compensated at rates shown in the TEAM Engineering and Management, Inc., of Bishop, California rate sheet, as shown in the Schedule of Fees for the services described in Attachment A to the contract, Scope of Work.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A to the contract, Scope of Work.

The costs shown in this attachment are estimates of probable costs incurred by the Consultant. The total compensation to be provided shall not exceed the total contract amount, subject to such adjustments as may be made by properly approved amendments to the contract.

SCHEDULE OF FEES AND CHARGES**INYO COUNTY DEPARTMENT OF PUBLIC WORKS
ENVIRONMENTAL SUPPORT FOR ROUTINE MAINTENANCE PERMIT
NOVEMBER 2017 - OCTOBER 2018****Professional Fees**

Principal	\$ 210.00 per hour
Project Manager	\$ 175.00 per hour
Senior Environmental Scientist	\$ 145.00 per hour
Project Scientist/Biologist	\$ 125.00 per hour
Senior Archaeologist	\$ 115.00 per hour
Staff Scientist/GIS Technician	\$ 105.00 per hour
Field Technician II	\$ 95.00 per hour
Field Technician I	\$ 80.00 per hour
Administrative Support	\$ 75.00 per hour

Expenses

Vehicle Use 2WD	\$ 105.00 per day
Vehicle Use 4WD	\$ 125.00 per day
Mileage (in lieu of daily rate for >100 miles)	\$ 1.00 per mile
Per diem (if necessary)	\$150.00 per day
Necessary Job Related Expenses	Cost plus 10 percent
Subcontractors	Cost plus 10 percent

Above fees and charges are project-specific and are subject to annual revision unless prohibited by contract terms. Charges for services will be in accordance with TEAM's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work. Terms of payment are as follows: All balances are due and payable upon receipt. Any balance that has not been received within 30 days of the invoice date is assessed a one and one-half percent (1½%) per month late charge. TEAM reserves the right to terminate work in progress on any overdue account.



Schedule of Fees and Charges
Amec Foster Wheeler
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
ENVIRONMENTAL SUPPORT FOR ROUTINE MAINTENANCE PERMIT
NOVEMBER 2017 - OCTOBER 2018

Name	Category	Hourly Rate
Carla Scheidlinger	Project Manager	\$157.00
Meisinger, Nick	Associate Planner	\$110.00
Ricono, Nicholas	Permitting Specialist	\$133.00
Moorhatch, Nathan	Senior Biologist	\$110.00
Reeves, Joyce	Project Administrator	\$100.00
Jesse Yorck	Cultural Resources Specialist	\$ 90.00
Janice Depew	Word Processing	\$ 76.00

Expenses

Mileage	\$0.54/mile
Per Diem	\$150.00/day

Above fees and charges are project-specific and are subject to annual revision unless prohibited by contract terms. Charges for services will be in accordance with Amec Foster Wheeler's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
TEAM Engineering and Management, Inc.
AND _____

FOR THE PROVISION OF _____ **SERVICES**
Environmental

TERM:

FROM: _____ **TO:** December 31, 2018 _____

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The Consultant shall be compensated at the rates shown in the line items "Vehicle Use 2WD", "Vehicle Use 4WD", "Mileage (in lieu of daily rate for >100 miles)", and "Per Diem" of Attachment B: Schedule of Fees, for the services described in Attachment A: Scope of Work.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc.

FOR THE PROVISION OF Environmental **SERVICES**

TERM:

FROM: _____ TO: December 31, 2018

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.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

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

Special Risks or Circumstances

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and TEAM Engineering and Management of Bishop, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated November 7, 2017, on County of Inyo Standard Contract No. 156, for the term from November 7, 2017 to December 31, 2018.

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

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. Attachment B to the Contract, Schedule of Fee's is amended for the sub-consultant, Wood, PLC is included as Attachment B1 to the Contract.

The effective date of this amendment to the Agreement is July 10, 2018.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Naomi Garcia

Dated: _____

Dated: 7/23/18

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

ATTACHMENT B1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT (TEAM)
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

TERM:

FROM: November 7, 2017 **TO:** December 31th, 2018

SCHEDULE OF FEES:

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A of the original Contract, *Scope of Work*.

The Schedule of Fee's shown in this Attachment B1 contains the rates of compensation for Wood, PLC, the sub-consultant to TEAM. The total compensation to be provided shall not exceed the total Contract amount, subject to such adjustments as may be made by properly approved amendments.



Attachment "B1"

Schedule of Fees and Charges
Wood (formerly Amec Foster Wheeler)
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
ENVIRONMENTAL SUPPORT FOR ROUTINE MAINTENANCE PERMIT
NOVEMBER 2017 - OCTOBER 2018
Revised June 11, 2018

Name	Category	Hourly Rate
Carla Scheidlinger	Project Manager	\$157.00
Meisinger, Nick	Associate Planner	\$110.00
Ricono, Nicholas	Permitting Specialist	\$133.00
Moorhatch, Nathan	Senior Biologist	\$110.00
Reeves, Joyce	Project Administrator	\$100.00
Janice Depew	Word Processing	\$ 76.00
Junior Biologist	various	\$ 85.50
Junior Planner	various	\$ 80.00
Junior Cultural Res. Specialist	various	\$ 90.00

Expenses

Mileage	\$0.54/mile
Per Diem	\$150.00/day

Above fees and charges are project-specific and are subject to annual revision unless prohibited by contract terms. Charges for services will be in accordance with Wood's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work.

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and TEAM Engineering and Management of Bishop, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated November 7, 2017, on County of Inyo Standard Contract No. 156, for the term from November 7, 2017 to December 31, 2019.

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

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. The term of the Agreement is extended to June 30, 2020.

The effective date of this amendment to the Agreement is December 6, 2019.

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

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

3rd IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF December, 2019.

COUNTY OF INYO

By: 

Dated: 12/3/19

CONTRACTOR

By: 

Dated: 11/26/19

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM ENGINEERING AND MANAGEMENT
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

3rd IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF December, 2019.

COUNTY OF INYO

By: 

Dated: 12/3/19

CONTRACTOR

By: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

N/A
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

N/A
County Risk Manager



County of Inyo



Health & Human Services - EMCC DEPARTMENTAL - ACTION REQUIRED

MEETING: June 9, 2020

FROM:

SUBJECT: Presentation of the Annual EMS Provider of the Year award

RECOMMENDED ACTION:

Request Board: A) approve a proclamation titled, "Proclamation of the Board of Supervisors, County of Inyo, Honoring Carl Dennett as the Inyo County 2020 EMS Provider of the Year;" and B) present the proclamation to Carl Dennett.

SUMMARY/JUSTIFICATION:

The Emergency Medical Care Committee (EMCC) is comprised of representatives from Local hospitals and EMS providers throughout the County. The emergency medical care providers include individuals who are Emergency Medical Technicians (EMT) and ambulance drivers who respond in the community when help is needed. The Annual EMS Provider of the Year award was created in 1999 to honor local emergency medical providers, in the hope that through the establishment of this prestigious award, people will be encouraged to become local EMT providers. This year, the EMCC selected Southern Inyo Fire Protection District's retired Fire Chief and first responder, Carl Dennett as the 2020 EMS Provider of the Year. The Department respectfully requests your Board approve the proclamation naming Carl Dennett the 2020 EMS Provider of the Year.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

The Emergency Medical Care Committee is comprised of representatives from local hospitals and EMS providers.

FINANCING:

There is no fiscal impact associated with this action.

ATTACHMENTS:

1. 2020 EMS Provider of the Year

APPROVALS:

Marilyn Mann
Darcy Ellis
Marilyn Mann

Created/Initiated - 5/23/2020
Approved - 5/25/2020
Final Approval - 5/26/2020



C O U N T Y O F

Inyo

Proclamation

**A PROCLAMATION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA, HONORING CARL DENNETT
AS INYO COUNTY 2020 EMS PROVIDER OF THE YEAR**

Whereas, the Inyo County Emergency Medical Care Committee, dedicated to the preservation and improvement of the local EMS program throughout Inyo County, created the Annual EMS Provider of the Year Award; and

Whereas, the Inyo County Board of Supervisors strongly supports the efforts of its EMS providers throughout Inyo County and is pleased to join with the other members of our Community in honoring the brave men and women who volunteer their time to help keep their loved ones, friends, neighbors, and our visitors safe in times of emergencies; and

Whereas, Carl Dennett joined the Southern Inyo Fire Protection District in August of 2011; and

Whereas, Carl served as Administrative Chief, Head EMT, held an Advanced EMT certification, responded to fire calls as a firefighter and was a lead instructor in training new EMT recruits; and

Whereas, Carl has demonstrated commitment to his role as a volunteer to his community and who, as a leader in the Department, devoted much of his personal time to the Department addressing the wide-range of administrative functions, ensuring that the Department followed the multitudes of rules and regulations, and recruiting new volunteers; and

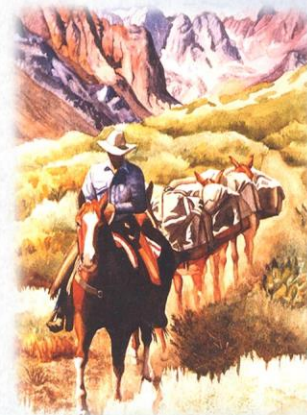
Whereas, Carl has worked diligently to establish a fire station in Charleston View and continues to advocate on behalf of the station's development; and

Whereas, Carl has been an integral member of the Southern Inyo Fire Protection District, motivating others through his actions and example, and earning the respect of his fellow Inyo County EMS volunteers as evidenced by being named the EMS Volunteer of the Year in 2016 and being awarded the Meritorious Service Award by the California EMS System in 2016;

Now, Therefore, Be It Proclaimed, this 9th day of June, 2020, that the Inyo County Board of Supervisors in recognition of the dedicated service Carl Dennett has given to the Southern Inyo Fire Protection District, is proud to join with the Emergency Medical Care Committee in honoring Carl Dennett as the Inyo County 2020 EMS Provider of the Year; extends its congratulations, heartfelt appreciation and thanks to Carl Dennett for his dedication and personal commitment to the citizens of Inyo County; and commends him on being a shining example of what it means to be a volunteer.



Matt Kingsley, Chairperson, District 5





C O U N T Y O F

Inyo

Proclamation

A PROCLAMATION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, RECOGNIZING CARL AND SUZI DENNETT'S SELFLESS CONTRIBUTIONS TO SOUTHEAST INYO COUNTY

Whereas, volunteerism, altruism, kindness, and trusted, fair leadership are all part of the foundation of a healthy, thriving community; and

Whereas, Inyo County proudly enjoys a reputation for spirited community service, philanthropy, and attentiveness in all of its communities, which is perhaps most impressively displayed in its small desert communities; and

Whereas, the residents of Tecopa, Shoshone, and Charleston View work hard, work together, care for one another, and champion each other with relatively few resources in a vast expanse of land; and

Whereas, Carl and Suzi Dennett are the personification of the dedication, community spirit, and determination on display in these small communities; and

Whereas, for more than a decade, the Dennetts devoted considerable time, talents, labor, and personal resources to ensure the health, safety, and wellbeing of their neighbors, visitors, and local businesses; and

Whereas, Carl and Suzi have contributed tirelessly to local organizations, causes, fundraisers, and community events – most of it on a purely volunteer basis; and

Whereas, both Carl and Suzi have been integral members of the Southern Inyo Fire Protection District since 2006, helping since 2007 to organize the SIFPD's annual fundraisers, as well as cooking, serving up barbecue, and cleaning up afterwards, gathering prizes, and working booths; and

Whereas, Carl embarked on a mission to build a thriving SIFPD, first as administrator and most recently as chief, working hard to recruit and retain personnel, secure funding for equipment and expenses, and train volunteers to become certified EMTs; and

Whereas, Suzi was right there alongside him, serving as clerk for the SIFPD Board of Directors and putting her heart, soul, and considerably sharp mind in to working with Carl to overcome the challenges presented by operating an organization that is always balanced on the financial edge; and

Whereas, for the last 12 years, Suzi has joined Carl's efforts with the Emergency Medical Care Committee to address critical staffing shortages – with the Dennetts often volunteering to travel to volunteer fire departments throughout the county to host EMT certification courses; and

Whereas, Suzi would go the extra mile for students, getting to know them personally and helping them succeed by offering unwavering support; and

Whereas, her support of the District also included delivering food, water, and coffee to volunteers in the field at all times of the day and night, as well as working on other fundraisers over the years that included a recycling project and T-shirt sales; and

Whereas, while Carl was running the District, Suzi was enthusiastically networking as she represented the SIFPD in a way that not only brought in donations, but earned the District friends; and

Whereas, there was seemingly no distance or inconvenience that would stop either of the Dennetts from contributing to the greater good, participating in local government, and advocating for causes and projects they believed would benefit Southeast Inyo County and the county as a whole; and

Whereas, much of this advocacy was made in the Chambers of the Board of Supervisors – almost 200 miles from Tecopa – where they made frequent appearances to address their elected officials on behalf of the fire district, local businesses, and themselves as private citizens, on issues ranging from groundwater to desert protection legislation to cannabis; and

Whereas, Suzi, as Executive Director of the Death Valley Chamber of Commerce, invested much energy and many hours in assisting visitors, supporting small businesses, and promoting Southeast Inyo's attractions and resources; and

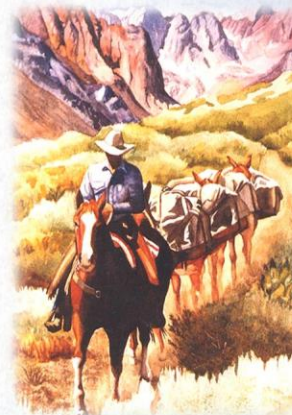
Whereas, Suzi and Carl could always be counted on to step up as leaders or volunteers for various community projects, including the water kiosk in Tecopa, the construction and maintenance of which was overseen by Carl; and

Whereas, the Dennetts, by virtue of their diligence and vigilance – and by their mere presence – have made Southeast Inyo and the entire County of Inyo a better place to live and visit.

Now, Therefore, Be It Proclaimed, this 9th day of June, 2020, the Inyo County Board of Supervisors acknowledges and thanks, with its deepest and most heartfelt gratitude, Carl and Suzi Dennett for their many years of service to the residents and visitors of Inyo County, and wishes them a fond farewell as they embark on what this Board hopes will be a healthy, happy, and rewarding new chapter in their lives.



Matt Kingsley, Chairperson, District 5





County of Inyo



Health & Human Services - ESAAA DEPARTMENTAL - ACTION REQUIRED

MEETING: June 9, 2020

FROM:

SUBJECT: Approval of ESAAA Four-Year Plan for Services in Inyo and Mono Counties

RECOMMENDED ACTION:

Request Board:

- A) approve the 2020-2024 Area Plan for Services for Planning and Services Area 16 (Inyo and Mono Counties);
- B) set the minimum percentages for the subcategory of Supportive Services as recommended by the Advisory Council (50% for access, 10% for legal services, and 5% for in-home services); and
- C) authorize the Chairperson to sign the required Transmittal Letter.

SUMMARY/JUSTIFICATION:

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

The Needs Assessment analysis, as well as the population demographics, information on how priority populations are disbursed throughout the region, and the rate service penetration base on utilization trends were reviewed at the May 28, 2020 public hearing held during the Advisory Council meeting. Based on the data points provided, the Advisory Council voted to recommend maintaining the same minimum percentage levels if 50% for Access, which provides for transportation (bus passes), assisted transportation, and information and assistance; 10% for legal services; and 5% for in-home services which is provided in the PSA with telephone reassurance calls.

Although the allocation for the supportive services funding (Title IIIB) is less than \$100,000 for FY 2020-2021, the Advisory Council voted to also recommend maintaining the funding level for legal services above 10% to ensure issues such as appeals for benefits and assistance with evictions and other financial issues can be provided given that slightly over 30% of needs survey respondents identified a lack of financial resources as a concern. They continued to recommend focusing the Access monies on transportation and assisted transportation in addition to the information and assistance given that accessing medical care and other critical services remained a primary concern. Finally, with regards to in-home services, they recognized the challenge in meeting the physical care needs through in-home provision of services with such a small allocation and noted that most of those services are available through the In-Home Supportive Services (IHSS) program, and not through ESAAA.

Because in-home is a required category of service, the Advisory Council again recommended that Telephone Reassurance be provided as the in-home service throughout the PSA.

During the Advisory Council meeting, the drafted Four-Year Area Plan was presented. Comments from the Public Hearing included:

- Neither Program Development nor Program Coordination service units are captured in this Plan as these are services not funded by the State
- It is important for the staff to ensure they are consulting with Mono County regarding needs and recommendations
- Staff in both counties, as well as Board of Supervisor members in both counties, have worked hard to foster a good, working relationship
- Concern about having flexibility with funding to address the pandemic-related issues as we move forward
- Concern about future funding and potential impacts locally if funding is reduced or one-time only funds are not received

Finally, the Advisory Council, agreed to recommend to your Board that the funding ratio sharing between Inyo and Mono counties for the 2020-2024 planning period change as follows:

	<u>Previous Ratios</u>	<u>Current Recommended Ratios</u>
Access:		
Transportation	Inyo - 77%;Mono - 23%	Inyo - 80%;Mono - 20%
Assisted Trans.	Inyo - 86%;Mono - 14%	Inyo - 86%;Mono - 14%
Info. & Assist. (Inyo)	20%	20%
Legal:	10%+Amount to bring to \$20,000	Same
In-Home:		
Telephone Reass.	5%	5%
Congregate:	Inyo - 84%;Mono - 16%	Inyo - 84%;Mono - 16%
Home		
Delivered:	Inyo - 83%; Mono - 17%	Inyo - 80%; Mono - 20%

Also, note that on page 12 of the Draft Plan, we are required to indicate the Governing Board’s discussion and action. Your copy has a highlighted yellow sentence from the prior 4-Year Plan (2016-2020), which will be updated with any further discussion or actions taken.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to modify the area plan and/or not approve the plan. Should the plan not be approved, either as presented or with modification, ESAAA will be out of compliance with State requirements for funding.

OTHER AGENCY INVOLVEMENT:

Mono County Social Services; California Indian Legal Services

FINANCING:

There is no funding involved in this plan

ATTACHMENTS:

1. Final Draft Plan for BOS

2. Transmittal checklist
3. Transmittal Letter

APPROVALS:

Rhiannon Baker	Created/Initiated - 5/27/2020
Darcy Ellis	Approved - 5/27/2020
Marilyn Mann	Approved - 5/29/2020
Melissa Best-Baker	Approved - 5/29/2020
Marshall Rudolph	Approved - 6/1/2020
Amy Shepherd	Approved - 6/1/2020
Marilyn Mann	Final Approval - 6/2/2020

**EASTERN SIERRA AREA AGENCY ON AGING
(ESAAA)
for
PLANNING & SERVICE AREA (PSA) 16**

2020-2024 AREA PLAN FOR SERVICES

*Submitted by
The Eastern Sierra Area Agency on Aging (ESAAA) Program
of the
Inyo County Health and Human Services Department
163 May Street
Bishop, CA 93514
760 873-3305*

*Inyo County Board of Supervisors/ESAAA Governing Board Chairperson Matt Kingsley
ESAAA Advisory Council Chairperson Roger Rasche
ESAAA Director Marilyn Mann
mmann@inyocounty.us*

SECTION 1. Mission Statement

PSA 16

The Mission of the Eastern Sierra Area Agency on Aging (ESAAA) is to provide leadership in addressing issues that relate to older Californians living in the Eastern Sierra region, to develop community-based systems of care that provide services which support independence within California's interdependent society, and which protect the quality of life of older persons and persons with functional impairments, and to promote citizen involvement in the planning and delivery of services.

ESAAA is committed to the vision that older adults live informed, active, healthy and self-determined lives. This mission is consistent with the umbrella agency's mission of *Strengthening Resilience and Well-Being in our Community*.

SECTION 2. Description of the Planning and Service Area 16

PSA 16

Planning and Service Area (PSA) 16, which includes the Counties of Inyo and Mono, is located at the eastern edge of California, approximately midway between the northern and southern boundaries of the state. The two-county area is a long triangle of which Mono County forms the apex and Inyo County the base. The east side of the triangle comprises about 300 miles of the California-Nevada border. Kern, San Bernardino, Fresno, Tulare and Alpine Counties share borders on the north, south and west. Total area exceeds 13,000 square miles. The total year-round population is approximately 32,400, but visitors and second homeowners double this at certain times of the year. The total aging population, based on most recent census data, is approximately 9,096 individuals aged 60 and older.

The area can be divided into essentially two geographic regions. The Western portion includes the Sierra Nevada Mountain range, which, with its forest, lakes, streams, and ski slopes, plays a major role in the resources and economy of the area, attracting outdoors enthusiasts for hiking, backpacking, hang gliding, snow skiing, snowboarding, fishing, camping and hunting. The Eastern two-thirds of the area is made up essentially of desert basins and mountain ranges, featuring the Death Valley National Park. Emphasizing the contrasting topography of the area is the fact that the western edge of Inyo County contains Mt. Whitney, the highest peak in the United States outside of Alaska, while the eastern region includes Death Valley, in which is found the lowest point in the western hemisphere. Most of the population of the counties is located along US Highway 395 – in Inyo County’s Owens Valley along the base of the Sierra Nevada Mountains, and in the mountain communities of Mono County. Small pockets of population also are found along Highway 6 in Mono County and, in Inyo County, east of the Death Valley National Park boundary.

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

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

- those funded through Social Services such as In-Home Supportive Services and Adult Protective Services
- those funded through Mental Health, including Mental Health Services Act

Also, the Inyo County-funded Growing Older, Living with Dignity (IC-GOLD), is a county-funded nutrition program that works in tandem with IIC Nutrition Services in the Inyo County portion of the PSA. Congregate meals are served five days a week in Inyo County senior centers. At the two largest centers – Bishop and Lone Pine – ESAAA IIC meals are served four days per week and the meal on the fifth day is provided by IC-GOLD. The IC-GOLD days are different days of the week between the two sites, maintaining the provision of IIC meals for five days per week within the PSA.

Similarly, Home-Delivered meals were capped in Inyo County at the maximum allowed within the allocated funds, with the option of creating a waiting list, thus allowing for Home-Delivered meals to be provided only within the allocation. The sliding-fee-based IC-GOLD program is offered to anyone on a waiting list for IIC meals in the Inyo County part of the service area.

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

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

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

- Regular discussion and updates to the Inyo County Board of Supervisors/ESAAA Governing Board
- Weekly planning and coordination of services systems between and among ESAAA, Adults Protective Services, In-Home Supportive Services
- Monthly planning with the leadership of, and coordination of services systems between and among ESAAA, Social Services, Behavioral Health, Public Health and Prevention
- Technical assistance as needed to contracted agencies and routine monitoring visits, including desk reviews as appropriate
- Bi-annual coordination of care with executives of local hospitals, residential care facilities, Toiyabe Indian Health Care, and other health care entities
- Bi-annual coordination of care with local transit officials
- At least quarterly presentations and discussions with the ESAAA Advisory Council

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

- regular outreach at seniors centers throughout the region
- participation in and support for the senior volunteer groups known as the Bishop Senior Recreation Committee in Inyo County and the Antelope Valley Volunteers in Mono County
- coordination with the Inyo County Mental Health Nurse team and with the Mental Health Wellness Center for outreach to adults with mental health disabilities
- at least quarterly meetings of the ESAAA Advisory Council whose membership is comprised primarily of older adults aged 60 and over with 7 of the 8 current membership meeting the age eligibility category

The development of the service delivery systems continues through on-going outreach and monitoring of older adults by caregivers and service providers of in-home services and

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

DRAFT

The planning process involved a Needs Assessment survey printed in English and Spanish for older adults living in long-term care facilities, as well as older adults living independently within the PSA. (**Attachment A**) Survey languages (English and Spanish) were chosen to match the demographics of both the long term care facilities and the general population. Surveys were disseminated directly at long-term care facilities with multiple follow-up prompts. Community surveys of needs were distributed in-person at all senior center focal points, through home-delivered meals, to family caregivers, through public agency (Social Services, Mental Health, Public Health) employees who serve older adults, and in the local newspapers. Additionally, an on-line survey through Survey Monkey was advertised through social media and other media outlets to maximize penetration of the survey throughout the PSA.

The Needs Assessment surveyed individuals on a wide-range of demographics including sexual orientation and gender identity. Outreach to the specific population was limited by the lack of advocacy groups or other outlets targeted to reach members of this community. While unable to effectively target outreach to community members who identify as other than male or female and express sexual orientation other than heterosexual, the surveys did elicit responses from three individuals who identify as either non-binary or transgender, as well as 11 individuals who identify as gay, lesbian, bisexual, queer, or questioning, indicating a need to better identify ways to outreach to this community.

The community Needs Assessment responses were analyzed and ranked for prioritization purposes. (**Attachment A**) Because of historical differences of needs and services within the region, specifically between Inyo and Mono counties, the responses and rankings were also separated by county. These rankings informed the prioritization of services, particularly within the IIIB allowable categories.

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

Community needs surveys were distributed as outlined above beginning in the month of December 2019 through January 2020, with an additional extension through February 8, 2020 due to an unexpected distribution problem in the south part of the PSA. The total response rate represents approximately 3% of the total over-sixty population in the PSA. Aggregate responses from the Community Needs Assessment are included in **Attachment A** and provide an overview of respondent demographics, locations responses originated from, and priority needs. Approximately 61% of responses were generated from individuals residing in Inyo County with the remainder coming from Mono County residents. Only 5% of the responses were from caregivers and the vast majority, approximately 85.4% were completed by the aging person themselves.

An analysis of the data highlighted the importance of providing congregate settings and/or alternate outreach services to the more remote areas of the PSA. Needs identified by older adults, including those with disability and their caregivers in the PSA, clustered in the largest numbers around (1) Isolation in current living situation was identified by approximately 20% of respondents (62 responses), as they indicated Social Isolation (43%), Geographical Isolation (37%), and/or Cultural Isolation (19%) as a current need; (2) transportation concerns, including access to transportation out of the area for medical or other social needs was identified by approximately 14% (44 responses); (3) getting help with activities of daily living: dressing, eating, bathing, mobility and medication; housekeeping activities like cleaning and laundry was identified by about 10.8% (34 responses); and (4) having enough money to live on as approximately 31% of respondents were at or below poverty level.

The related resources available within the PSA to address those identified needs include: (1) Isolation: senior centers, elder outreach, and assessments to help with detecting depression; (2) Access to medical and other services: transportation and assisted transportation have historically been prioritized IIIB funding areas, providing both bus passes, and staff-assisted medical and related transportation services; (3) In-Home Assistance: telephone reassurance and connection to services like In Home Supportive Services; and (4) Poverty related resources: legal services to assist with appealing SSI or related claims as well as assistance with housing practices/evictions.

The Information and Assistance services also provide support to residents in identifying community-based resources to assist in meeting the identified needs and linking individuals to the resource. This includes the county-based services available in both Inyo and Mono

counties including, but not limited to IHSS, CalFresh, Medi-Cal, and Behavioral Health Services to address mental health and substance use issues.

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

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

Recommendations for minimum percentages of Title IIIB Supportive funding for Access, In-Home, and Legal Services were reviewed by the Advisory Council in the context of both the Needs Assessment, the demographic location of high priority populations, and the historical penetration of services to difficult to reach areas through reviewing historical utilization trends. Minimum percentages were chosen by the Advisory Council to be recommended to the Governing Board, and subsequently adopted by the Governing Board as part of their acceptance and approval of this Four-Year Plan.

The entire PSA is considered *rural or frontier* and isolated in that the combined population is approximately 32,483 residents. The least isolated from medical and other resource needs are the communities of Tecopa and Walker, each of which has some border access to medical services in Nevada, although it is much more limiting for residents dependent upon Medi-Cal. While Tecopa and Walker are approximately a six-hour drive from each other, they each are within a forty (40) minute drive to the PSA's closest smaller urban-type areas, both of which are located in the State of Nevada., but at opposite ends of the PSA. By adding yet another one-hour drive on either end of those Nevada areas, our older adults can then reach either of our closest urban areas of Reno, Nevada or Las Vegas, Nevada. Our most geographically isolated communities are located more central to the PSA, where the larger communities of Mammoth Lakes and Bishop are located. Each of those communities has more shopping and medical resources than the other tiny communities along the Highway 395 corridor.

According to the 2019 CDA Population Demographic projections by region, approximately 28% of the PSA population is age 60 and older. When looking at how the high priority populations are disbursed, the data indicates that (1) low-income individuals represent approximately 10.9% of the PSA population with 80.9% of them residing in Inyo County; (2) 42.5% of people age 60 and older are isolated by geography with approximately 63% of them residing in Inyo County, primarily in the more remote south and southeastern areas of the county; and (3) individuals age 75 and older, who are more likely to experience declines in their physical and mental health, represent approximately 26.4% of the aging population with about 79.4% residing in the Inyo County area of the PSA.

The two largest *minority* groups in the PSA are Native American and Hispanic populations. Only approximately 7% of responses (less than 4% for each) were submitted by individuals who identified as either Hispanic or Native American. This is significantly less than their respective representation within the PSA's population of people age 60 and older. Approximately 14.4% of the people age 60 or older are minorities with 72.9% of them residing in Inyo County. It is important to note, however, that the response rate from the Hispanic community was greater during this needs survey, while the response rate from the Native American community declined. The low response rate from both communities, however, indicates a need to find additional avenues for outreach and targeting.

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

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

In terms of identifying greatest economic need, it is noteworthy that in the 2019 projected Census data, the median income for Mono County was reported to be \$63,018 and the median income for Inyo County was reported to be \$52,874 and the 2019 CDA data for people age 60 and older reflect the majority who are in greatest economic need are residing in the southern part of the PSA located in Inyo County.

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

SECTION 7. Public Hearings

PSA 16

As part of a noticed Advisory Council meeting, a scheduled Public Hearing on the draft Four-Year Plan was held on May 28, 2020 virtually using Zoom with notice being provided in the paper at least 30 days prior to the meeting and posted in public locations throughout the PSA. Due to the novel coronavirus (COVID-19) pandemic, arrangements were made with long-term care facilities for remote access by interested residents as an alternative to hosting the meeting at the facility as has been done in the past.

Program Development (PD) and Program Coordination (C) activities were discussed. No PD and C comments were received, as these are activities are not performed under the contract with California Department of Aging.

The Governing Board relied on the recommendations for ranking of priorities and needs by the Advisory Council and the findings from the survey to inform their decisions.

Fiscal Year	Date	Location	Number of Attendees	Presented in languages other than English?¹ Yes or No	Was hearing held at a Long-Term Care Facility?² Yes or No
2020-21	05/28/2020	Virtual due to COVID-19	17	No	No
2021-22					
2022-23					
2023-24					

¹ A translator is not required unless the AAA determines a significant number of attendees require translation services.

² AAAs are encouraged to include individuals in LTC facilities in the planning process, but hearings are not required to be held in LTC facilities.

SECTION 8. Identification of Priorities

PSA 16

In the Community Needs Assessment conducted during the period of December 2019 through February 2020, needs were identified by older adults, including those with disabilities and their caregivers in the PSA. The largest numbers of responses about needs clustered around (1) addressing isolation; (2) assistance with poverty-related issues, including having enough money to live on; (3) access to transportation out of the area for medical or other needs; and (4) assistance with activities of daily living and incidental activities of daily living. Those identified needs influenced our Advisory Council in recommending the targeting of IIIB funds for priority services, but also included Advisory Council discussion about adequate proportion of funding towards priority services.

The Advisory Council also considered the population density of persons age 60 and older throughout the PSA, as well as the demographic spread of high priority populations across the large region. The percentage of persons age 60 and older has not changed substantially since the last area plan and continues to represent over 28% of the PSA population. However, seniors are dispersed throughout the entire area. The population in general, is represented by 4.7 persons per square mile in Mono County and 1.8 per square mile in Inyo County with many of our older community members residing in those more isolated areas. These factors, combined with the knowledge of limited resources to meet needs, were taken into consideration when reviewing the area plan and establishing priorities.

This thoughtful consideration of the priority needs, high priority population distribution, and limited funding resources led not only to the identification of minimum percentages for supportive services, but also led to the Council recommending that the AAA fund legal services at an amount greater than the minimum percentage in order to address legal issues related to poverty, as well as funding transportation and assisted transportation services, one of the identified higher priorities at a level greater than the minimum percentage identified. The Council also supported recommending funding of Information and Assistance at a level sufficient to meet this mandate in both regions of the PSA. Finally, although assistance with activities of daily living and incidental activities of daily living were identified as a higher priority in the needs assessment, the limited funding available to support these services did not allow for a significant minimum percentage recommendation. Instead, the Council supported continuing to meet the in-home needs through telephone reassurance and having program staff continue their efforts to link low-income, Medi-Cal eligible seniors to programming such as In Home Supportive Services. The final recommendations were not substantially different than those identified during the last area planning process.

Goal #1

<p>Goal: Promote positive physical and mental health outcomes for the aging population and their caregivers.</p>			
<p>Rationale: Most of our aging population concur that remaining in their own home is of major importance. Ensuring that the physical and mental well-being needs of our senior population are being addressed help to facilitate this outcome. Issues related to meeting the basic nutritional needs of seniors, as well as addressing access to health care services were identified as high priorities during the ESAAA needs assessment.</p>			
<p>Objectives:</p>	<p>Projected Start and End Dates</p>	<p>Title III B Funded PD or C</p>	<p>Update Status</p>
<p>1.1 ESAAA staff will coordinate with area service providers to conduct regular quarterly meeting of providers of aging services including the LTC Ombudsman, law enforcement and the District Attorney, to ensure that identified at-risk seniors are connected to appropriate resources, as well as trends or gaps are identified and steps taken to adequately address these issues within the community.</p>	<p>July 2020 – June 2024 and Ongoing</p>		
<p>1.2 ESAAA staff will coordinate with the LTC Ombudsman and the County-based Social Services programs to ensure that training is provided to individuals, professionals, paraprofessionals and volunteers who provide services to the aging and dependent adult populations on the identification, prevention and treatment of elder abuse, neglect and exploitation on an annual basis. The continuum of training will ensure earlier</p>	<p>July 2020 – June 2024 and Ongoing</p>		

identification and intervention of abuse and neglect.			
1.3 ESAAA staff will coordinate with the County-based Social Services programs, law enforcement, and other aging services providers to provide relevant training in regards to issues impacting the safety of seniors, including, but not limited to financial abuse, self-neglect, and effective interventions.	July 2020 – June 2024 and Ongoing		
1.4 ESAAA staff will coordinate with Behavioral Health Staff to provide training to aging services employees on issues related to recognizing mild to moderate depression, substance use or medication mismanagement in an effort to support early detection and intervention.	July 2020 – June 2024 and Ongoing		
1.5 ESAAA staff will coordinate with Behavioral Health Staff and nutrition program staff to issue a quarterly newsletter focused on the wellness. Aging issues related to nutrition education to overall emotional and physical wellbeing will be provided.	July 2020 – June 2024 and Ongoing		
1.6 ESAAA staff will coordinate with County-based aging and social service programs to ensure that home-based services designed to support the aging population to stay safely in their own home are available.	July 2020 – June 2024 and Ongoing		
1.7 ESAAA staff will maintain congregate meal sites, providing basic nutrition services, as well as a	July 2020 – June 2024 and Ongoing		

resource for socialization and information in an effort to support physical and emotional wellness.			
1.8 ESAAA staff will ensure home delivered nutrition services are available to the frail and isolated aging population.	July 2020 – June 2024 and Ongoing		
1.9 ESAAA staff, in coordination with HHS Prevention staff, will provide Wellness Initiative for Senior Education (WISE), an evidence-based, curriculum-based health promotion program that aims to help older adults increase their knowledge and awareness of issues related to health and the aging process. WISE is approved by the SAMHSA’s national Registry of Evidence-based Programs and Practices (NREPP) and the Administration for Community Living’s Aging and Disability Evidence-Based Programs and Practices (ADEPP). Staff will conduct quarterly session throughout the PSA, in an effort to help older adults celebrate healthy aging, make healthy lifestyle choices and avoid substance abuse.	July 2020 – June 2024 and Ongoing		
1.10 ESAAA, in coordination with aging and social services programs, will ensure caregivers are connected to supportive services.	July 2020 – June 2024 and Ongoing		
1.11 ESAAA’s LTC Ombudsman will actively monitor the ability of local long term care facilities, in context of affiliation with poorly funded rural hospitals, to remain viable in their ability to provide quality care to area residents.	July 2020 – June 2024 and Ongoing		
1.12 ESAAA, in coordination with	July 2020 –		

aging and social services programs, will identify isolated, home-bound aging persons who could benefit from regular and routine contact to ensure their general health and well-being needs are being met.	June 2024 and Ongoing		
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Goal #2

Goal: Maintain a minimum level of access to services, including health care services and local support services to the aging population throughout our communities.			
Rationale: Communities throughout both Inyo and Mono counties are isolated from many support services, including access to primary health care services, pharmacies and grocery vendors. Specialized care is often not locally available, requiring our older adults to travel to urban areas in southern California, as well as southern and northern Nevada. This issue continues to be identified as one of the highest priorities for our aging population across both counties.			
Objectives:	Projected Start and End Dates	Title III B Funded PD or C	Update Status
2.1 ESAAA staff will coordinate with County-Based social service programs, such as IHSS to address the caregiving and transportation needs of seniors in an effort to promote access to health care services, both locally and out of the area.	July 2020 – June 2024		
2.2 ESAAA will coordinate with county and city agencies, as well as community based agencies and local hospitals to identify additional resources to support access to medical and other support services.	July 2020 – June 2024 and Ongoing		
2.3 ESAAA staff will coordinate with other service organizations to ensure that a continuum of services are available and will provide information and assistance services to ensure access to information is	July 2020 – June 2024 and Ongoing		

readily available to the aging population.			
2.4 ESAAA staff will coordinate with and ensure appropriate referrals are made to HICAP in order to help seniors address their medical coverage issues and remove any barriers to health care services.	July 2020 – June 2024 and Ongoing		
2.5 ESAAA staff will coordinate with the Governing Board and the Advisory Council to monitor the needs of our aging population throughout the planning area and assess the available opportunities to reach those who are underserved.	July 2020 – June 2024 and Ongoing		
2.6 ESAAA staff will monitor changing state and federal policies and will coordinate with the Governing Board and Advisory Council to ensure issues related to adequate access to health care and support services remain a focus of policymakers.	July 2020 – June 2024 and Ongoing		

Goal #3

Goal: Strengthen the service delivery system to proactively address unmet needs.			
Rationale: Both Inyo and Mono Counties have aging populations living in areas that are isolated from the primary service delivery systems. In general, the aging population throughout the entire region has limited access to the wide range of medical and support services found in larger communities. Ensuring adequate information and referral services are available to all community members and actively identifying methods to fill gaps in services continues to be identified as an area of focus throughout the planning area.			
Objectives:	Projected Start and End Dates	Title III B Funded PD or C	Update Status
3.1 ESAAA staff will identify resources to meet identified needs in both the private and public sectors,	July 2020 – June 2024 and Ongoing		

ensuring that the resources are updated at least annually.			
3.2 ESAAA staff will utilize public information mechanisms to ensure that the aging population, their caregivers and service providers are aware of the resources available to meet identified needs.	July 2020 – June 2024 and Ongoing		
3.3 ESAAA staff will maintain resource information and disseminate information through multiple distribution modes, including web-based access.	July 2020 – June 2024 and Ongoing		

DRAFT

**TITLE III/VIIA SERVICE UNIT PLAN OBJECTIVES
CCR Article 3, Section 7300(d)**

1. Personal Care (In-Home)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

2. Homemaker (In-Home)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

3. Chore (In-Home)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

4. Home-Delivered Meal**Unit of Service = 1 meal**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	37,000	1	
2021-22	Same	Same	
2022-23	Same	Same	
2023-24	Same	Same	

5. Adult Day/ Health Care (In-Home)**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

6. Case Management (Access)**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

7. Assisted Transportation (Access)**Unit of Service = 1 one-way trip**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	150	1,2	
2021-22	Same	Same	
2022-23	Same	Same	
2023-24	Same	Same	

8. Congregate Meals**Unit of Service = 1 meal**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	20,000	1,2	
2021-22	Same	Same	
2022-23	Same	Same	
2023-24	Same	Same	

9. Nutrition Counseling**Unit of Service = 1 session per participant**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	10	1	
2021-22	Same	Same	
2022-23	Same	Same	
2023-24	Same	Same	

10. Transportation (Access)**Unit of Service = 1 one-way trip**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	8,500	1,2	
2021-22	Same	Same	
2022-23	Same	Same	
2023-24	Same	Same	

11. Legal Assistance**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	100	1,2	
2021-22	Same	Same	
2022-23	Same	Same	
2023-24	Same	Same	

12. Nutrition Education**Unit of Service = 1 session per participant**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	2,400	1	
2021-22	Same	Same	
2022-23	Same	Same	
2023-24	Same	Same	

13. Information and Assistance (Access)**Unit of Service = 1 contact**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	400	1,2,3	
2021-22	Same	Same	
2022-23	Same	Same	
2023-24	Same	Same	

14. Outreach (Access)**Unit of Service = 1 contact**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

15. NAPIS Service Category – “Other” Title III Services

Other Supportive Service Category

Unit of Service =1 contact

Telephone Reassurance (In-Home)

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers
2020-21	120	1	
2021-22	Same	Same	
2022-23	Same	Same	
2023-24	Same	Same	

16. Title IIID/ Disease Prevention &Health Promotion Unit of Service = 1 contact

Service Activities: Wellness Initiative for Senior Education (WISE)

Title IIID/ Disease Prevention and Health Promotion: Enter required program goal and objective numbers in the Title III D Service Plan Objective Table below:

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (Required)
2020-21	25	1	1.9
2021-22	Same	Same	Same
2022-23	Same	Same	Same
2023-24	Same	Same	Same

LONG-TERM CARE (LTC) OMBUDSMAN PROGRAM OUTCOMES

2020-2024 Four-Year Planning Cycle

As mandated by the Older Americans Act Reauthorization Act of 2016, the mission of the LTC Ombudsman Program is to seek resolution of problems and advocate for the rights of residents of LTC facilities with the goal of ensuring their dignity, quality of life, and quality of care.

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

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

Complete all Measures and Targets for Outcomes 1-3;

Outcome 1. The problems and concerns of long-term care residents are solved through complaint resolution and other services of the Ombudsman Program. Older Americans Act Reauthorization Act of 2016, Section 712(a)(3), (5)]

Measures and Targets:

A. Complaint Resolution Rate (NORS Element CD-08) (Complaint Disposition). The average California complaint resolution rate for FY 2017-2018 was 73%.

1. FY 2018-2019 Baseline Resolution Rate:

Number of complaints resolved 81 + number of partially resolved complaints 0 divided by the total number of complaints received 88 = Baseline Resolution Rate 92 %

FY 2020-2021 Target Resolution Rate 90 %

<p>2. FY 2019-2020 Baseline Resolution Rate: Number of complaints partially or fully resolved _____ divided by the total number of complaints received _____ = Baseline Resolution Rate _____ % FY 2021-2022 Target Resolution Rate 90 %</p>
<p>3. FY 2020 - 2021 Baseline Resolution Rate: Number of complaints partially or fully resolved _____ divided by the total number of complaints received _____ = Baseline Resolution Rate _____ % FY 2022-2023 Target Resolution Rate 90 %</p>
<p>4. FY 2021-2022 Baseline Resolution Rate: Number of complaints partially or fully resolved _____ divided by the total number of complaints received _____ = Baseline Resolution Rate _____ % FY 2023-2024 Target Resolution Rate 90 %</p>
<p>Program Goals and Objective Numbers: 1</p>

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

<p>1. FY 2018-2019 Baseline: Number of Resident Council meetings attended 14 FY 2020-2021 Target: 15</p>
<p>2. FY 2019-2020 Baseline: Number of Resident Council meetings attended _ FY 2021-2022 Target: 15</p>
<p>3. FY 2020-2021 Baseline: Number of Resident Council meetings attended _ FY 2022-2023 Target: 15</p>
<p>4. FY 2021-2022 Baseline: Number of Resident Council meetings attended _ FY 2023-2024 Target: 15</p>
<p>Program Goals and Objective Numbers: 1</p>

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

<p>1. FY 2018-2019 Baseline: Number of Family Council meetings attended 16 FY 2020-2021 Target: 10</p>
<p>2. FY 2019-2020 Baseline: Number of Family Council meetings attended _ FY 2021-2022 Target: 10</p>
<p>3. FY 2020-2021 Baseline: Number of Family Council meetings attended _ FY 2022-2023 Target: 10</p>
<p>4. FY 2021-2022 Baseline: Number of Family Council meetings attended _ FY 2023-2024 Target: 10</p>
<p>Program Goals and Objective Numbers: 1</p>

D. Information and Assistance to Facility Staff (NORS Elements S-53 and S-54)

1. FY 2018-2019 Baseline: Number of Instances 31 FY 2020-2021 Target: 30
2. FY 2019-2020 Baseline: Number of Instances _____ FY 2021-2022 Target: 30
3. FY 2020-2021 Baseline: Number of Instances _____ FY 2022-2023 Target: 30
4. FY 2021-2022 Baseline: Number of Instances _____ FY 2023-2024 Target: 30
Program Goals and Objective Numbers: 1

E. Information and Assistance to Individuals (NORS Element S-55)

1. FY 2018-2019 Baseline: Number of Instances 89 FY 2020-2021 Target: 50
2. FY 2019-2020 Baseline: Number of Instances _____ FY 2021-2022 Target: 50
3. FY 2020-2021 Baseline: Number of Instances _____ FY 2022-2023 Target: 50
4. FY 2021-2022 Baseline: Number of Instances _____ FY 2023-2024 Target: 50
Program Goals and Objective Numbers: 1

F. Community Education (NORS Element S-68)

1. FY 2018-2019 Baseline: Number of Sessions 13 FY 2020-2021 Target: 5
2. FY 2019-2020 Baseline: Number of Sessions ____ FY 2021-2022 Target: 5
3. FY 2020-2021 Baseline: Number of Sessions ____ FY 2022-2023 Target: 5
4. FY 2021-2022 Baseline: Number of Sessions ____ FY 2023-2024 Target: 5
Program Goals and Objective Numbers: 1

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

FY 2020-2021
FY 2020-2021 Systems Advocacy Effort(s): Recognizing that California’s older population is projected to grow, a new goal for the Ombudsman Program is to implement a public awareness campaign that focuses on the changing long-term care resident population and its needs. The Ombudsman program will adopt a strategy of working with other organizations, to further this goal and will conduct community and facility educational events.
FY 2021-2022
Outcome of FY 2020-2021 Efforts: FY 2021-2022 Systems Advocacy Effort(s): (Provide one or more new systems advocacy efforts)
FY 2022-2023
Outcome of FY 2021-2022 Efforts: FY 2022-2023 Systems Advocacy Effort(s): (Provide one or more new systems advocacy efforts)
FY 2023-2024
Outcome of 2022-2023 Efforts: FY 2023-2024 Systems Advocacy Effort(s): (Provide one or more new systems advocacy efforts)

Outcome 2. Residents have regular access to an Ombudsman. [(Older Americans Act Reauthorization Act of 2016), Section 712(a)(3)(D), (5)(B)(ii)]

Measures and Targets:

A. Routine Access: Nursing Facilities (NORS Element S-58)

1. FY 2018-2019 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint 2 divided by the total number of Nursing Facilities 2
 = Baseline **100 %**
 FY 2020-2021 Target: **100%**

2. FY 2019-2020 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint divided by the total number of Nursing Facilities
 = Baseline %
 FY 2021-2022 Target: **100 %**

3. FY 2020-2021 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint divided by the total number of Nursing Facilities
 = Baseline %
 FY 2022-2023 Target: **100 %**

4. FY 2021-2022 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint divided by the total number of Nursing Facilities = Baseline %
 FY 2023-2024 Target: **100 %**

Program Goals and Objective Numbers: **1**

B. Routine access: Residential Care Communities (NORS Element S-61)

1. FY 2018-2019 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint <u>1</u> divided by the total number of RCFEs <u>1</u> = Baseline <u>100</u> % FY 2020-2021 Target: <u>100%</u>
2. FY 2019-2020 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint _____ divided by the total number of RCFEs _____ = Baseline _____% FY 2021-2022 Target: <u>100%</u>
3. FY 2020-2021 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint _____ divided by the total number of RCFEs _____ = Baseline _____% FY 2022-2023 Target: <u>100%</u>
4. FY 2021-2022 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint _____ divided by the total number of RCFEs _____ = Baseline _____% FY 2023-2024 Target: <u>100%</u>
Program Goals and Objective Numbers: <u>1</u>

C. Number of Full-Time Equivalent (FTE) Staff (NORS Element S-23)

1. FY 2018-2019 Baseline: <u>1.39</u> FTEs FY 2020-2021 Target: <u>1.39</u> FTEs
2. FY 2019-2020 Baseline: _____ FTEs FY 2021-2022 Target: <u>1.39</u> FTEs
3. FY 2020-2021 Baseline: ___ FY 2022-2023 Target: <u>1.39</u> FTEs
4. FY 2021-2022 Baseline: _____ FTEs FY 2023-2024 Target: <u>1.39</u> FTEs
Program Goals and Objective Numbers: <u>1</u>

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

1. FY 2018-2019 Baseline: Number of certified LTC Ombudsman volunteers <u>1</u> FY 2020-2021 Projected Number of certified LTC Ombudsman volunteers <u>5</u>
2. FY 2019-2020 Baseline: Number of certified LTC Ombudsman volunteers <u>—</u> FY 2021-2022 Projected Number of certified LTC Ombudsman volunteers <u>5</u>
3. FY 2020-2021 Baseline: Number of certified LTC Ombudsman volunteers <u>—</u> FY 2022-2023 Projected Number of certified LTC Ombudsman volunteers <u>5</u>
4. FY 2021-2022 Baseline: Number of certified LTC Ombudsman volunteers <u>—</u> FY 2023-2024 Projected Number of certified LTC Ombudsman volunteers <u>5</u>
Program Goals and Objective Numbers: <u>1</u>

Outcome 3. Ombudsman representatives accurately and consistently report data about their complaints and other program activities in a timely manner. [Older Americans Act Reauthorization Act of 2016, Section 712(c)]

Measures and Targets:

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

Some examples could include:

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

The LTC Ombudsman program will:

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

TITLE VIIA ELDER ABUSE PREVENTION PSA 16

SERVICE UNIT PLAN OBJECTIVES

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

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

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

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

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

- **Public Education Sessions** –Indicate the total number of projected education sessions for the general public on the identification, prevention, and treatment of elder abuse, neglect, and exploitation.
- **Training Sessions for Professionals** –Indicate the total number of projected training sessions for professionals (service providers, nurses, social workers) on the identification, prevention, and treatment of elder abuse, neglect, and exploitation.
- **Training Sessions for Caregivers Served by Title IIIIE** –Indicate the total number of projected training sessions for unpaid family caregivers who are receiving services under Title IIIIE of the Older Americans Act (OAA) on the identification, prevention, and treatment of elder abuse, neglect, and exploitation. Older Americans Act Reauthorization Act of 2016, Section 302(3) 'Family caregiver' means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction.
- **Hours Spent Developing a Coordinated System to Respond to Elder Abuse** – Indicate the number of hours to be spent developing a coordinated system to respond to elder abuse. This category includes time spent coordinating services provided by

the AAA or its contracted service provider with services provided by Adult Protective Services, local law enforcement agencies, legal services providers, and other agencies involved in the protection of elder and dependent adults from abuse, neglect, and exploitation.

Educational Materials Distributed –Indicate the type and number of educational materials to be distributed to the general public, professionals, and caregivers (this may include materials that have been developed by others) to help in the identification, prevention, and treatment of elder abuse, neglect, and exploitation.

- **Number of Individuals Served** –Indicate the total number of individuals expected to be reached by any of the above activities of this program.

DRAFT

TITLE VIIA ELDER ABUSE PREVENTION SERVICE UNIT PLAN
OBJECTIVES

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

Fiscal Year	Total # of Public Education Sessions
2020-2021	-0-
2021-2022	-0-
2022-2023	-0-
2023-2024	-0-

Fiscal Year	Total # of Training Sessions for Professionals
2020-2021	-0-
2021-2022	-0-
2022-2023	-0-
2023-2024	-0-

Fiscal Year	Total # of Training Sessions for Caregivers served by Title III E
2020-2021	-0-
2021-2022	-0-
2022-2023	-0-
2023-2024	-0-

Fiscal Year	Total # of Hours Spent Developing a Coordinated System
2020-2021	-0-
2021-2022	-0-
2022-2023	-0-
2023-2024	-0-

Fiscal Year	Total # of Copies of Educational Materials to be Distributed	Description of Educational Materials
2020-2021	5000	Annual Newspaper Publication of “Everyone can do Something to Prevent Elder Abuse” advertisement.
2021-2022	same	
2022-2023	same	
2023-2024	same	

Fiscal Year	Total Number of Individuals Served
2020-2021	5000
2021-2022	Same
2022-2023	Same
2023-2024	Same

TITLE IIIE SERVICE UNIT PLAN OBJECTIVES**CCR Article 3, Section 7300(d)****2020-2024 Four-Year Planning Period**

This Service Unit Plan (SUP) uses the five broad federally mandated service categories. Refer to the CDA Service Categories and Data Dictionary Revisions Effective July 2018 for eligible activities and service unit measures. Specify proposed audience size or units of service for ALL budgeted funds.

Direct and/or Contracted IIIE Services

CATEGORIES	1	2	3
Family Caregiver Services Caring for Elderly	<i>Proposed</i> Units of Service	<i>Required</i> Goal #(s)	<i>Optional</i> Objective #(s)
Information Services	# of activities and Total est. audience for		
2020-2021	# of activities: -0- Total est. audience for above:		
2021-2022	# of activities: -0- Total est. audience for above:		
2022-2023	# of activities: -0- Total est. audience for above:		
2023-2024	# of activities: -0- Total est. audience for above:		
Access Assistance	Total contacts		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		

Access Assistance		Total	
Support Services	Total hours		
2020-2021	15	1	
2021-2022	same	same	
2022-2023	same	same	
2023-2024	same	same	
Respite Care	Total hours		
2020-2021	100	1	
2021-2022	same	same	
2022-2023	same	same	
2023-2024	same	same	
Supplemental Services	Total occurrences		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		

Direct and/or Contracted IIIE Services

Grandparent Services Caring for Children	<i>Proposed</i> Units of Service	<i>Required</i> Goal #(s)	<i>Optional</i> Objective #(s)
Information Services	# of activities and Total est. audience for		
2020-2021	# of activities: -0- Total est. audience for above:		
2021-2022	# of activities: -0- Total est. audience for above:		
2022-2023	# of activities: -0- Total est. audience for above:		
2023-2024	# of activities: -0- Total est. audience for above:		

Grandparent Services Caring for Children	<i>Proposed</i> Units of Service	<i>Required</i> Goal #(s)	<i>Optional</i> Objective #(s)
Access Assistance	Total contacts		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		
Support Services	Total hours		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		
Respite Care	Total hours		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		
Supplemental Services	Total occurrences		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
(HICAP)
SERVICE UNIT PLAN**

MULTIPLE PSA HICAPs: If you are a part of a multiple-PSA HICAP where two or more AAAs enter into an agreement with one “Managing AAA,” to deliver HICAP services on their behalf to eligible persons in their AAA, then each AAA is responsible for providing HICAP services in the covered PSAs in a way that is agreed upon and equitable among the participating parties.

HICAP PAID LEGAL SERVICES: Complete this section if your Master Contract contains a provision for using HICAP funds to provide HICAP Legal Services.

STATE & FEDERAL PERFORMANCE TARGETS: The Administration for Community Living (ACL) establishes targets for the State Health Insurance Assistance Program (SHIP)/HICAP performance measures (PMs). ACL introduced revisions to the SHIP PMs in late 2016 in conjunction with the original funding announcement (ref HHS-2017-ACL-CIP-SAPG-0184) for implementation with the release of the Notice of Award (Grant No. 90SAPG0052-01-01 issued July 2017).

The new five federal PMs generally reflect the former seven PMs (PM 2.1 through PM 2.7), except for PM 2.7, (Total Counseling Hours), which was removed because it is already being captured under the *SHIP Annual Resource Report*. As a part of these changes, ACL eliminated the performance-based funding scoring methodology and replaced it with a Likert scale comparison model for setting National Performance Measure Targets that define the proportional penetration rates needed for improvements.

Using ACL’s approach, CDA HICAP provides State and Federal Performance Measures with goal-oriented targets for each AAA’s Planning and Service Area (PSA). One change to all PMs is the shift to county-level data. In general, the State and Federal Performance Measures include the following:

- PM 1.1 Clients Counseled ~ Number of finalized Intakes for clients/beneficiaries that received HICAP services

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

AAA’s should demonstrate progress toward meeting or improving on the Performance requirements established by CDA and ACL as is displayed annually on the *HICAP State and Federal Performance Measures* tool located online at:

https://www.aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/#pp-planning. (Reference CDA PM 17-11 for further discussion, including current HICAP Performance Measures and Definitions).

For current and future planning, CDA requires each AAA ensure that HICAP service units and related federal *Annual Resource Report* data are documented and verified complete/ finalized in CDA’s Statewide HICAP Automated Reporting Program (SHARP) system per the existing contractual reporting requirements. HICAP Service Units do not need to be input in the Area Plan (with the exception of HICAP Paid Legal Services, where applicable).

HICAP Legal Services Units of Service (if applicable) ⁶

Fiscal Year (FY)	3.1 Estimated Number of Clients Represented Per FY (Unit of Service)	Goal Numbers
2020-2021	-0-	
2021-2022	-0-	
2022-2023	-0-	
2023-2024	-0-	

Fiscal Year (FY)	3.2 Estimated Number of Legal Representation Hours Per FY (Unit of Service)	Goal Numbers
2020-2021	-0-	
2021-2022	-0-	
2022-2023	-0-	
2023-2024	-0-	

Fiscal Year (FY)	3.3 Estimated Number of Program Consultation Hours Per FY (Unit of Service)	Goal Numbers
2020-2021	-0-	
2021-2022	-0-	
2022-2023	-0-	
2023-2024	-0-	

SECTION 11. Focal Points

COMMUNITY FOCAL POINTS LIST

DESIGNATED COMMUNITY FOCAL POINT	ADDRESS
Walker Senior Center	Mule Deer Road, Walker, CA 96107
Bishop Senior Center	682 Spruce Street, Bishop, CA 93514
Big Pine Senior Center	180 Dewey Street, Big Pine, CA 93513
Independence Senior Center	155 E. Market Street, Independence, CA 93526
Lone Pine Senior Center	138 N. Jackson Street, Lone Pine, CA 93545
Tecopa Senior Center (Hurlbutt-Rook)	Tecopa Hot Springs Road, Tecopa, CA 92389

DRAFT

1. *Description of how the AAA coordinates its disaster preparedness plans and activities with local emergency response agencies, relief organizations, state and local governments, and other organizations responsible for emergency preparedness and response as required in OAA, Title III, Section 310.*

According to the 2010 “Disaster Assistance Handbook for Area Agencies on Aging” prepared by California Department of Aging, a local AAA must prepare for disasters and participate in disaster-assistance activities on behalf of older persons and persons with disabilities within their span of control.

Eastern Sierra Area Agency on Aging (ESAAA), as part of the local Inyo County Health and Human Services Department, coordinates disaster preparedness plans and activities with local Office of Emergency Services (OES) through the HHS/ESAAA Director. The Director historically receives early notification from the local OES Commander about disaster alerts, and begins the coordination with other local, state, and federal government organizations, as well as with local hospitals and private health care entities. Regularly updated telephone call trees, and annual staff trainings ensure activation of groups of HHS employees to provide: (1) access to the updated GPS database identifying the residential location of all functional access need elderly individuals in Inyo County, as well as their identified health care issues and needs; (2) evacuation and shelter care; (3) basic food and nutrition; (4) coordination with Red Cross and Salvation Army; (5) access to client databases and direct client records; and (6) medical/health care response.

As a two-county PSA, the Director also coordinates with the contracting agency in Mono County to ensure service delivery and other needs are addressed in the event of a disaster. The point person in Mono County is the Social Services Director who, like the Director, is charged with coordination with their OES during a disaster.

2. *Identify each of the local Office of Emergency Services (OES) contact person(s) within the PSA that the AAA will coordinate with in the event of a disaster.*

Name	Title	Telephone	E-Mail
Kathy Peterson	Mono County Social Services Director	Office: 760 924- 1763 Cell: 760 937- 6518	kpeterson@mono.ca.gov
Clint Quilter	Inyo County Administrative Officer	Office: 760 878- 0292	cquilter@inyocounty.us

3. Identify the Disaster Response Coordinator within the AAA.

Name	Title	Telephone	E-Mail
Keri Oney	Inyo County HHS Deputy Director	Office: 760 872- 0902 Cell: 760 878- 8001	koney@inyocounty.us

4. List critical services the AAA will continue to provide after a disaster and describe how these services will be delivered.

Critical Services	How Delivered?
<p>a. Outreach to frail, vulnerable older adults for well-being checks, identified through GPS database and California Aging Reporting System (CARS) database, Adult Protective Services and In-Home Supportive Services caseload information</p> <p>b. Provision of emergency shelters and/or heating/cooling centers</p> <p>c. Basic food and nutrition</p>	<p>a. By telephone and door-to-door, as determined by OES in consultation with AAA Disaster Response Coordinator</p> <p>b. Community-based shelters and centers will be available within close travel distances; assisted transportation will be provided, as needed.</p> <p>c. (1) Delivery of hot and/or frozen meals as capability allows, including shelf-ready (2) Access to disaster-related</p>

<p>d. Access to critical medications, health services</p> <p>e. After-disaster follow-up assessment</p>	<p>CalFresh services</p> <p>d. Via local OES-Red Cross vendor agreements for pharmaceuticals, oxygen/other health care apparatus and care</p> <p>e. Telephone and/or in-person welfare checks</p>
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5. *List any agencies with which the AAA has formal emergency preparation or response agreements.*

ESAAA is part of local County government, and as such, is formally obligated to be

part of the local government OES system, as is the contracting agency in Mono County

As part of the HHS Department:

Red Cross-Los Angeles chapter

Inland Counties Emergency Medical Services Authority (ICEMA)

CalFresh (Food Stamps) agreement between Inyo and Mono Counties

6. *Describe how the AAA will identify vulnerable populations, and follow-up with these vulnerable populations after a disaster event.*

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

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

SECTION 13. Priority Services

PSA16

***2020-2024 Four-Year Planning Cycle
Funding for Access, In-Home Services, and Legal Assistance***

Category of Service and the Percentage of Title III B Funds expended in/or to be expended in Fiscal Year 2020-2021 through Fiscal Year 2023-2024.

Access:

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

2020-2021: 50% 2021-2022: 50% 2022-2023: 50% 2023-2024: 50%

In-Home Services:

Personal Care, Homemaker, Chore, Adult Day/Health Care, Alzheimer's, Residential Repairs/Modifications, Respite Care, Telephone Reassurance, and Visiting

2020-2021: 5% 2021-2022: 5% 2022-2023: 5% 2023-2024: 5%

Legal Assistance Required Activities:

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

2020-2021: 10% 2021-2022: 10% 2022-2023: 10% 2023-2024: 10%

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

Recognizing that the entire Title IIIB Allocation of less than \$100,000 is insufficient to meet the breadth of needs for IIIB services identified by area seniors on the Needs Assessment activities, the discussion and decisions around the setting of minimum percentages for an adequate proportion of funds was difficult. The ESAAA Advisory Council echoed what the written Needs Assessment showed, and what past Advisory Council members have concluded: in this geographically expansive PSA of over 13,000 square miles, with a small population base, specialty medical care and other specialty shopping opportunities

are nonexistent or extremely limited. Our older adults told us over and over about their need for *access* to health care and their need for *information and assistance*, along with their need for basic help with money-related issues. Ultimately our ESAAA Advisory Council decided to honor the need for *access* by setting a 50% minimum floor for the Access service areas, specifically transportation, assisted transportation, and information and assistance.

Legal Assistance ranked lower on the Needs Assessment, however, the Advisory Council did recognize that the legal assistance provided, especially to those struggling with issues such as evictions or appeals of applications for SSI/SSD was critical, as is the need for general legal consultations on issues such as wills and trusts. The Council believed that maintaining the minimum percentage at 10% and funding at an amount closer to 20% would help to address the identified needs related to lack of financial resources.

Likewise, In-Home funding minimum was set at 5%, with a continued plan for coordination with other social services programs providing in-home services (i.e., In-Home Supportive Services, local county-funded programs).

SECTION 14. Notice of Intent to Provide Direct Services

PSA 16

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

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

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

Check applicable direct services

Check each applicable Fiscal Year

Title IIIB

20-21

21-22

22-23

23-24

<input checked="" type="checkbox"/> Information and Assistance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Case Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Outreach	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Program Development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Long-Term Care Ombudsman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Title IIID

20-21

21-22

22-23

23-24

<input checked="" type="checkbox"/> Disease Prevention and Health Promo.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>			

Title IIIE³

20-21

21-22

22-23

23-24

<input type="checkbox"/> Information Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Access Assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Support Services	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

³ Refer to PM 11-11 for definitions of Title III E categories.

Title VIIA	20-21	21-22	22-23
23-24			

<input checked="" type="checkbox"/> Long-Term Care Ombudsman	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>			

Title VII	20-21	21-22	22-23
23-24			

<input checked="" type="checkbox"/> Prevention of Elder Abuse, Neglect	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> and Exploitation			

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

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

SECTION 15 - REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES

PSA16

Older Americans Act, Section 307(a)(8)
CCR Article 3, Section 7320(c), W&I Code Section 9533(f)

Complete and submit for CDA approval a separate Section 15 for each direct service not specified in Section 14. The request for approval may include multiple funding sources for a specific service.

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

Identify Service Category: Home Delivered Meal

Check if applicable funding source.

- III B
- III C-1
- III C-2
- III E
- VII A
- HICAP

Request for Approval Justification:

- Necessary to Assure an Adequate Supply of Service OR
- More cost effective if provided by the AAA than if purchased from a comparable service provider.

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

2020-2021 2021-2022 2022-2023 2023-2024

Justification: Comparable service provider able to provide hot meal delivery is not located within the Inyo County geographic part of the service area.

DRAFT

SECTION 15 - REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES

PSA16

Complete and submit for CDA approval a separate Section 15 for each direct service not specified in Section 14. The request for approval may include multiple funding sources for a specific service.

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

Identify Service Category: Assisted Transportation

Check if applicable funding source.

- III B
- III C-1
- III C-2
- III E
- VII A
- HICAP

Request for Approval Justification:

- Necessary to Assure an Adequate Supply of Service OR
- More cost effective if provided by the AAA than if purchased from a comparable service provider.

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

- 2020-2021 2021-2022 2022-2023 2023-2024

Justification: Comparable service provider is not located within the Inyo County geographic part of the service area.

SECTION 15 - REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES

PSA16

Complete and submit for CDA approval a separate Section 15 for each direct service not specified in Section 14. The request for approval may include multiple funding sources for a specific service.

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

Identify Service Category: Congregate Meals

Check if applicable funding source.

- III B
- III C-1
- III C-2
- III E
- VII A
- HICAP

Request for Approval Justification:

- Necessary to Assure an Adequate Supply of Service OR
- More cost effective if provided by the AAA than if purchased from a comparable service provider.

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

- 2020-2021 2021-2022 2022-2023 2023-2024

Justification: Comparable service provider not available within the Inyo County part of the service area.

SECTION 15 - REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES

PSA16

Complete and submit for CDA approval a separate Section 15 for each direct service not specified in Section 14. The request for approval may include multiple funding sources for a specific service.

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

Identify Service Category: Nutrition Counseling

Check if applicable funding source.

III B

III C-1

III C-2

III E

VII A

HICAP

Request for Approval Justification:

Necessary to Assure an Adequate Supply of Service OR

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

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

2020-2021

2021-2022

2022-2023

2023-2024

Justification: Comparable service provider not available within the service area.

SECTION 15 - REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES **PSA16**

Complete and submit for CDA approval a separate Section 15 for each direct service not specified in Section 14. The request for approval may include multiple funding sources for a specific service.

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

Identify Service Category: Nutrition Education

Check if applicable funding source.

III B

III C-1

III C-2

III E

VII A

HICAP

Request for Approval Justification:

Necessary to Assure an Adequate Supply of Service OR

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

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

2020-2021

2021-2022

2022-2023

2023-2024

Justification: Comparable service provider not available within the service area.

SECTION 15 - REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES

PSA16

Complete and submit for CDA approval a separate Section 15 for each direct service not specified in Section 14. The request for approval may include multiple funding sources for a specific service.

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

Identify Service Category: Nutrition Education

Check if applicable funding source.

- III B
- III C-1
- III C-2
- III E
- VII A
- HICAP

Request for Approval Justification:

- Necessary to Assure an Adequate Supply of Service OR
- More cost effective if provided by the AAA than if purchased from a comparable service provider.

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

- 2020-2021 2021-2022 2022-2023 2023-2024

Justification: Comparable service provider not available within the service area.

SECTION 15 - REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES **PSA16**

Complete and submit for CDA approval a separate Section 15 for each direct service not specified in Section 14. The request for approval may include multiple funding sources for a specific service.

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

Identify Service Category: Telephone Reassurance

Check if applicable funding source.

- III B
- III C-1
- III C-2
- III E
- VII A
- HICAP

Request for Approval Justification:

- Necessary to Assure an Adequate Supply of Service OR
- More cost effective if provided by the AAA than if purchased from a comparable service provider.

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

- 2020-2021 2021-2022 2022-2023 2023-2024

Justification: Comparable service provider not available within the service area.

SECTION 15 - REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES

PSA16

Complete and submit for CDA approval a separate Section 15 for each direct service not specified in Section 14. The request for approval may include multiple funding sources for a specific service.

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

Identify Service Category: Transportation

Check applicable funding source:⁴

- III B
- III C-1
- III C-2
- III E
- VII A
- HICAP

Request for Approval Justification:

- Necessary to Assure an Adequate Supply of Service OR
- More cost effective if provided by the AAA than if purchased from a comparable service provider.

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

- 2020-2021
- 2021-2022
- 2022-2023
- 2023-2024

Justification: Provide a cost-benefit analysis below that substantiates this request for direct delivery of the above stated service⁵ : Comparable service provider is not located within the Inyo County geographic part of the service area.

⁴3 Section 15 does not apply to Title V (SCSEP).

SECTION 15 - REQUEST FOR APPROVAL TO PROVIDE DIRECT SERVICES

PSA16

Complete and submit for CDA approval a separate Section 15 for each direct service not specified in Section 14. The request for approval may include multiple funding sources for a specific service.

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

Identify Service Category: Respite Homemaker

Check applicable funding source:⁶

- III B
- III C-1
- III C-2
- III E
- VII A
- HICAP

Request for Approval Justification:

- Necessary to Assure an Adequate Supply of Service OR
- More cost effective if provided by the AAA than if purchased from a comparable service provider.

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

- 2020-2021
- 2021-2022
- 2022-2023
- 2023-2024

Justification: Provide a cost-benefit analysis below that substantiates this request for direct delivery of the above stated service⁷ : Comparable service provider is not located within the Inyo County geographic part of the service area.

⁴ For a HICAP direct services waiver, the managing AAA of HICAP services must document that all affected AAAs are in agreement.

³ Section 15 does not apply to Title V (SCSEP).

SECTION 15. Request for Approval to Provide Direct Services PSA 16

Complete and submit for CDA approval a separate Section 15 for each direct service not specified in Section 14. The request for approval may include multiple funding sources for a specific service.

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

Identify Service Category: Respite Personal Care

Check applicable funding source:⁸

- III B
- III C-1
- III C-2
- III E
- VII A
- HICAP

Request for Approval Justification:

- Necessary to Assure an Adequate Supply of Service OR
- More cost effective if provided by the AAA than if purchased from a comparable service provider.

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

- 2020-2021 2021-2022 2022-2023 2023-2024

Justification: Provide a cost-benefit analysis below that substantiates this request for direct delivery of the above stated service⁹ : Comparable service provider is not located within the Inyo County geographic part of the service area.

⁴ For a HICAP direct services waiver, the managing AAA of HICAP services must document that all affected AAAs are in agreement.

³ Section 15 does not apply to Title V (SCSEP).

SECTION 17 – ADVISORY COUNCIL

PSA 16

**ADVISORY COUNCIL MEMBERSHIP
2020-2024 Four-Year Planning Cycle**

45 CFR, Section 1321.57
CCR Article 3, Section 7302(a)(12)

Total Council Membership (include vacancies) 9

Number of Council Members over age 60 7 (1 vacancy)

% of PSA's % on
60+Population Advisory Council

Race/Ethnic Composition

White	63.3%	66.7%
Hispanic	24.8%	11.1%
Black	1%	0
Asian/Pacific Islander	1.6%	0
Native American/Alaskan Native	8.8%	11.1%
Other	.5%	0

**Name and Title of Officers:
Expires:**

Office Term

Roger Rasche, Chair	December 31, 2020

**Name and Title of other members:
Expires:**

Office Term

Phyllis Mikalowsky	December 31, 2020
Rachel Lober	December 31, 2020

Sandra Lund	December 31, 2020
Kelli Davis	December 31, 2021
Patti Hamie-Christensen	December 31, 2021
JoAnn Poncho	December 31, 2021
Dan Totheroh	December 31, 2020
Vacant	December 31, 2021

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

	Yes	No	
Low Income Representative Mikalowsky,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roger Rasche, Phyllis
Disabled Representative Mikalowsky	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roger Rasche, Phyllis
Supportive Services Provider Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Patti Hamie-Christensen
Health Care Provider Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Kelli Davis
Family Caregiver Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Phyllis Mikalowsky
Local Elected Officials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dan Totheroh
Individuals with Leadership Experience in Private and Voluntary Sectors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sandra Lund, Rachel Lober, JoAnn Poncho, Kelli Davis, Patti Hamie-Christensen

Explain any “No” answer(s): _____

Briefly describe the local governing board’s process to appoint Advisory Council members:

Vacant positions are advertised in local media as well as through the respective focal points, and include targeted outreach to fill unfilled categories of representation, while also working to ensure appropriate geographical

representation. Upon the closing of the recruitment, the appointment of Advisory Council members will be placed on the agenda for a public meeting of the Governing Board, at which time the Governing Board will appoint Advisory Council members for designated terms of office.

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2020-2024 Four-Year Area Planning Cycle

This section must be completed and submitted with the Four-Year Area Plan. Any changes to this Section must be documented on this form and remitted with Area Plan Updates.¹⁰

1. The mission of ESAAA’s Legal Assistance services is to ensure justice, dignity, health, security, maximum autonomy and independence to older residents by protecting and enforcing the legal rights of individuals and by promoting social change through broad elder rights advocacy. The purpose of Legal Assistance is to deliver high quality, cost-effective services designed to address the unmet legal needs of vulnerable older people throughout the PSA, with the following considerations:
 - Recognition of targeted populations: those in greatest social and economic need, disadvantaged or vulnerable older adults.
 - Recognition that Legal Assistance is part of a continuum of care that must be coordinated with other ESAAA services to economize costs and develop systems for greatest impact.
 - Address all Older Americans Act legal services (caregiver, hotline, IIB).
 - Empowerment of older persons to secure their own rights.
 - Protection against threat/loss of basic and essential civil rights (e.g., shelter, health care, income, personal and economic security).
 - Consideration of outcomes and target resources to achieve outcomes that make a difference in the lives and well-being of disadvantaged or vulnerable older adults.
 - Balance coordination with local needs and situations.

2. The local Community Needs Assessment respondents identified legal assistance as a need not being met, behind issues related to transportation for medical needs; help with daily activities and adequate food and nutrition. The minimum percentage of Title III B funding thus was set at 10%

¹⁰ For Information related to Legal Services, contact Chisorom Okwuosa at 916 419-7500 or chisorom.okwuosa@aging.ca.gov

although the actual funding was set closer to 20% to approach an adequate proportion of the very limited funding available to serve an area exceeding 13,000 square miles.

3. Specific to legal services, there have been minimal significant changes noted in local needs, although there has been a new focus on housing/eviction related issues and advanced health care directive as reported by our contractor, with the need assessment priority still identifying legal assistance for matters such as contracts, will, estate planning and other legal issues.
4. ESAAA contracts legal services in compliance with CDA requirements and ensures that the contractual agreement includes the expectation that the contractor will use California Statewide Guidelines in the provision of legal services.
5. The PSA 16 service area has limited legal assistance programs outside of the legal services provided privately by local California State Bar members. Information provided by the one legal assistance program, which also has historically been the primary contractor for legal services, has indicated that priority legal issues identified in the ESAAA needs assessment are consistent with the types of requests received by their program with the addition of the housing/eviction related issues and the advanced health care directive assistance.
6. ESAAA identifies the target population in coordination with service providers and consistent with the requirements of CDA and the provisions of the OAA.
7. Specific to legal services, our targeted senior population is low-income and disabled seniors. We will reach seniors through in-person outreach at Senior Centers. Occasionally some Centers will be linked in via videoconferencing to other Centers. Written educational and outreach literature will also be used at congregate meal settings and through home-delivered meals.

8. Legal assistance service providers within PSA 16. The current contracted provider of service is California Indian Legal Services – Senior Legal Service Program.

Fiscal Year	# of Legal Assistance Services Providers
2020-2021	1
2021-2022	Same
2022-2023	Same
2023-2024	Same

9. PSA 16 does not have a hotline for legal services.

10. Outreach methods will include a combination of written materials provided at congregate meal sites and through home-delivered meals, mailings to family caregivers, and in-person and/or videoconference presentations at Senior Centers throughout the PSA.

11. Geographic regions covered by each provider:

Fiscal Year	Name of Provider	Geographic Region covered
2020-2021	California Indian Legal Services	Inyo and Mono counties
2021-2022	Same	Same
2022-2023	Same	Same
2023-2024	Same	Same

12. Older adults will access Legal Assistance Services through local telephone contact to the local Legal Assistance office, and through ESAAA sites and staff.

13. During the last four year planning process, stakeholder Needs Assessment discussions and surveys identified money management, credit card debt and

taxes as priority area, with money management a continued need. During this four year planning process, a focus on money management will be continued and contracted services will be adjusted to meet the changing needs that have been identified, such as housing/eviction related issues and advanced health care planning.

14.As indicated above, money management continues to be an area or prioritization, being the 4th identified priority in the Needs Assessment. The contracted legal service provider has identified additional areas of priority from their work with clients, which includes general debt assistance, as well as housing//eviction issues and advanced health care planning.

15.Barriers to access for legal assistance within the PSA result from the expansive 13,000+ square miles in the PSA, coupled with the sparse population. These two factors combine to make it difficult for private sector for-profit businesses or health care providers to sustain in the PSA. Therefore much of the specialty care and shopping requires extensive assistance with transportation out of the PSA, and even within the PSA. The prioritization of assistance with access to services left smaller amounts of III B funding available for legal assistance. Therefore, ESAAA will continue to coordinate with legal assistance services to provide videoconferencing capability where possible, in an effort to extend access to legal assistance.

16.The one legal service provider will be coordinating services with other ESAAA programs, the Ombudsman Coordinator, and with the local bar to ensure a continuum of legal information/services throughout the PSA.

**SECTION 19. Multipurpose Senior Center Acquisition
or Construction Compliance Review**

No. Title IIIB funds not used for Acquisition or Construction

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SECTION 20. Family Caregiver Support Program

PSA16

Notice of Intent for Non-Provision of FCSP Multifaceted Systems of Support Services

Older Americans Act Section 373(a) and (b)

2020-2024 Four-Year Planning Cycle

Based on the AAA’s review of current support needs and services for **family caregivers** and **grandparents** (or other older relative of a child in the PSA), indicate what services the AAA **intends** to provide using Title III E and/or matching FCSP funds for both family caregivers and grandparents/older relative caregivers.

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

Family Caregiver Services

Category	2020-2021	2021-2022	2022-2023	2023-2024
Family Caregiver Information Services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract
Family Caregiver Access Assistance	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract
Family Caregiver Support Services	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Direct <input type="checkbox"/> Contract	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Direct <input type="checkbox"/> Contract	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Direct <input type="checkbox"/> Contract	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Direct <input type="checkbox"/> Contract
Family Caregiver Respite Care	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Direct <input type="checkbox"/> Contract	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Direct <input type="checkbox"/> Contract	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Direct <input type="checkbox"/> Contract	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Direct <input type="checkbox"/> Contract
Family Caregiver Supplemental Services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract

*Refer to PM 11-11 for definitions for the above Title III E categories.

Grandparent Services

Category	2020-2021	2021-2022	2022-2023	2023-2024
Grandparent Information Services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract
Grandparent Access Assistance	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract
Grandparent Support Services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract
Grandparent Respite Care	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract
Grandparent Supplemental Services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Direct <input type="checkbox"/> Contract

*Refer to PM 11-11 for definitions for the above Title III E categories.

Justification: For each service category checked “no”, explain how it is being addressed within the PSA. The justification must include the following:

Family Caregiver Information, Access and Supplemental services can be addressed in both Inyo and Mono Counties through alternative resources including general information publications for the Adult Protective Service Programs (Mono County Social Services and Inyo County Health and Human Services), as well as through the general Information and Assistance program. In addition, the IHSS Caregiver Registries in both counties provide information, training and support to caregivers in both counties (Mono: Community Services Solutions, 26 HFU Circle, Suite 1, Coleville, California and Inyo: Life, Remedies and Celebrations, 314 W. Line Street, Suite E, Bishop, California). In addition, grandparent caregivers have additional caregiving resources including non-needy caregiver financial aid through the county social service programs in both Inyo and Mono counties. Child Care Connection, a program offered through the Inyo County Office of Education

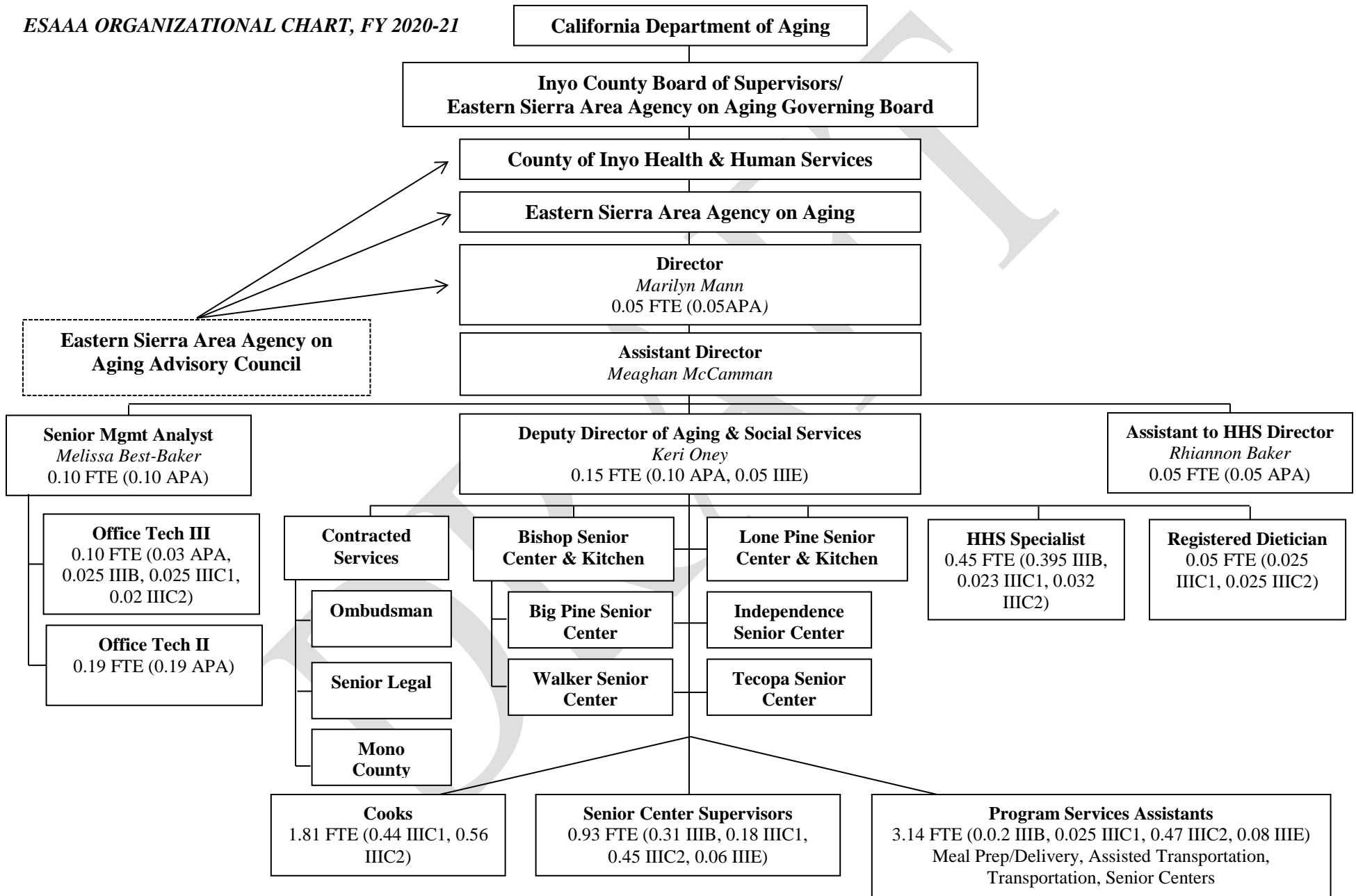
(164 Grandview, Bishop, California) has respite child care funding available to both counties as funding allows.

In determining how to utilize the Title III E funding, consideration was given to the limited financial resource available to serve a geographic area spanning over 360 miles in length, the limited identification of all mandated areas as priority needs in either community, and the available alternative resources. Based upon this analysis, the focus of resources was directed towards support services and respite care.

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SECTION 21. Organizational Chart

ESAAA ORGANIZATIONAL CHART, FY 2020-21



Administrative (APA) FTE's is 0.43 = \$45,454 in Salaries and Benefits + \$39,928 in other costs (A-87, rent, etc.) for a total of \$100,488, which is covered by the CDA Administrative Allocation of \$60,785 and the required match amount of \$25,087 cash and \$14,616 cash and in-kind

SECTION 22 - ASSURANCES

Pursuant to the Older Americans Act Reauthorization Act of 2016, (OAA), the Area Agency on Aging assures that it will:

A. Assurances

1. OAA 306(a)(2)

Provide an adequate proportion, as required under Older Americans Act Reauthorization Act of 2016 Section 307(a)(2), of the amount allotted for part B to the planning and service area will be expended for the delivery of each of the following categories of services—

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

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

- (I) provide assurances that the area agency on aging will -
 - (aa) set specific objectives, consistent with State policy, for providing services to older individuals with greatest economic need, older individuals with greatest social need, and older individuals at risk for institutional placement;
 - (bb) include specific objectives for providing services to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas; and;
- (II) include proposed methods to achieve the objectives described in (aa) and (bb) of subclause (I);

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

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

- (I) specify how the provider intends to satisfy the service needs of low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in the area served by the provider;
- (II) to the maximum extent feasible, provide services to low-income minority individuals,

older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services; and

(III) meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas within the planning and service area;

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

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

(I) identify the number of low-income minority older individuals in the planning and service area;

(II) describe the methods used to satisfy the service needs of such minority older individuals; and

(III) provide information on the extent to which the area agency on aging met the objectives described in assurance number 2.

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

Use outreach efforts that —

(i) identify individuals eligible for assistance under this Act, with special emphasis on—

(I) older individuals residing in rural areas;

(II) older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);

(III) older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);

(IV) older individuals with severe disabilities;

(V) older individuals with limited English proficiency;

(VI) older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals); and

(VII) older individuals at risk for institutional placement; and

(ii) inform the older individuals referred to in sub-clauses (I) through (VII) of clause (i), and the caretakers of such individuals, of the availability of such assistance;

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

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

7. OAA 306(a)(5)

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

8. OAA 306(a)(9)

Provide assurances that the Area Agency on Aging will carry out the State Long-Term Care Ombudsman program under 307(a)(9), will expend not less than the total amount of funds appropriated under this Act and expended by the agency in fiscal year 2000 in carrying out such a program under this title;

9. OAA 306(a)(11)

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

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

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

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

individuals;

11. 306(a)(14)

Provide assurances that preference in receiving services under this Title shall not be given to particular older individuals as a result of a contract or commercial relationship that is not carried out to implement this title;

12. 306(a)(15)

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

(A) to provide benefits and services to older individuals, giving priority to older individuals identified in Older Americans Act Reauthorization Act of 2016, Section 306(a)(4)(A)(i); and

(B) in compliance with the assurances specified in Older Americans Act Reauthorization act of 2016, Section 306(a)(13) and the limitations specified in Older Americans Act Reauthorization Act of 2016, Section 212;

13: OAA 305(c)(5)

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

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

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

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

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

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

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

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

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

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

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

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

In carrying out such services conduct a program consistent with relevant State law and coordinated with existing State adult protective service activities for -

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

20. OAA 307(a)(15)

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

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

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

- (i) taking such action as may be appropriate to assure that counseling assistance is made available to such older individuals who are of limited English-speaking ability in order to

assist such older individuals in participating in programs and receiving assistance under this Act; and

(ii) providing guidance to individuals engaged in the delivery of supportive services under the area plan involved to enable such individuals to be aware of cultural sensitivities and to take into account effective linguistic and cultural differences.

21. OAA 307(a)(18)

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

(A) reside at home and are at risk of institutionalization because of limitations on their ability to function independently;

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

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

22. OAA 307(a)(26)

That funds received under this title will not be used to pay any part of a cost (including an administrative cost) incurred by the State agency, or an area agency on aging, to carry out a contract or commercial relationship that is not carried out to implement this title.

23. OAA 307(a)(27)

Provide, to the extent feasible, for the furnishing of services under this Act, consistent with self-directed care.

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

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

(a) The Older Americans Act intends that the area agency on aging shall be the leader relative to all aging issues on behalf of all older persons in the planning and service area. This means that the area agency shall proactively carry out, under the leadership and direction of the State agency, a wide range of functions related to advocacy, planning, coordination, interagency linkages, information sharing, brokering, monitoring and evaluation, designed to lead to the development or enhancement of comprehensive and coordinated community based systems in, or serving, each community in the Planning and Service Area. These systems shall be designed to assist older persons in leading independent, meaningful and dignified lives in their own homes and communities as long as possible.

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

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

(2) Provide a range of options:

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

- (4) Include a commitment of public, private, voluntary and personal resources committed to supporting the system;
- (5) Involve collaborative decision-making among public, private, voluntary, religious and fraternal organizations and older people in the community;
- (6) Offer special help or targeted resources for the most vulnerable older persons, those in danger of losing their independence;
- (7) Provide effective referral from agency to agency to assure that information or assistance is received, no matter how or where contact is made in the community;
- (8) Evidence sufficient flexibility to respond with appropriate individualized assistance, especially for the vulnerable older person;
- (9) Have a unique character which is tailored to the specific nature of the community;
- (10) Be directed by leaders in the community who have the respect, capacity and authority necessary to convene all interested individuals, assess needs, design solutions, track overall success, stimulate change and plan community responses for the present and for the future.

25. CFR [1321.53(c)]

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

26. CFR [1321.53(c)]

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

27. CFR [1321.53(c)]

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

CFR [1321.53(c)]

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

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

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

29. CFR [1321.61(d)]

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

30. CFR [1321.69(a)]

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

DRAFT

2020-2024 4-YEAR AREA PLAN REQUIRED COMPONENTS CHECKLIST
To ensure all required components are included, “X” mark the far-right column boxes.
Enclose a copy of the checklist with your Area Plan; submit this form with the Area Plan due 5-1-20 only

Section	Four-Year Area Plan Components	4-Year Plan
	Transmittal Letter – <i>must have original, ink signatures or official signature stamps- no photocopies</i>	<input checked="" type="checkbox"/>
1	Mission Statement	<input checked="" type="checkbox"/>
2	Description of the Planning and Service Area (PSA)	<input checked="" type="checkbox"/>
3	Description of the Area Agency on Aging (AAA)	<input checked="" type="checkbox"/>
4	Planning Process / Establishing Priorities	<input checked="" type="checkbox"/>
5	Needs Assessment	<input checked="" type="checkbox"/>
6	Targeting	<input checked="" type="checkbox"/>
7	Public Hearings	<input checked="" type="checkbox"/>
8	Identification of Priorities	<input checked="" type="checkbox"/>
9	Area Plan Narrative Goals and Objectives:	<input checked="" type="checkbox"/>
9	Title IIIB Funded Program Development (PD) Objectives - NA	<input checked="" type="checkbox"/>
9	Title IIIB Funded Coordination (C) Objectives - NA	<input checked="" type="checkbox"/>
9	System-Building and Administrative Goals & Objectives	<input checked="" type="checkbox"/>
10	Service Unit Plan (SUP) Objectives and Long-Term Care Ombudsman Outcomes	<input checked="" type="checkbox"/>
11	Focal Points	<input checked="" type="checkbox"/>
12	Disaster Preparedness	<input checked="" type="checkbox"/>
13	Priority Services	<input checked="" type="checkbox"/>
14	Notice of Intent to Provide Direct Services	<input checked="" type="checkbox"/>
15	Request for Approval to Provide Direct Services	<input checked="" type="checkbox"/>
16	Governing Board	<input checked="" type="checkbox"/>
17	Advisory Council	<input checked="" type="checkbox"/>
18	Legal Assistance	<input checked="" type="checkbox"/>
19	Multipurpose Senior Center Acquisition or Construction Compliance	<input type="checkbox"/>
20	Title III E Family Caregiver Support Program	<input checked="" type="checkbox"/>
21	Organization Chart	<input checked="" type="checkbox"/>
22	Assurances	<input checked="" type="checkbox"/>



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 9, 2020

FROM:

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meetings of May 19, 2020, May 26, 2020 and June 2, 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 - 6/3/2020
Final Approval - 6/3/2020



NORTHERN INYO HEALTHCARE DISTRICT

150 Pioneer Lane
Bishop, California
93514
(760) 873-5811 voice
(760) 872-2768 fax

Board of Directors:

- ◆ **Jean Turner,
President**
- ◆ **Robert Sharp,
Vice President**
- ◆ **Jody Veenker,
Secretary**
- ◆ **Mary Mae
Kilpatrick,
Treasurer**
- ◆ **Topah
Spoonhunter,
Member at Large**
- ◆ **Kelli Davis, MBA,
Interim CEO**

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May 28, 2020

Inyo County Board of Supervisors
P.O. Drawer N
Independence, CA 93526

Dear County Board of Supervisors:

Pursuant to the enclosed copy of Resolution 20-03, adopted by the Northern Inyo Healthcare District Board of Directors on May 20, 2020, we respectfully request permission to hold the Healthcare District election of Directors at the time of the general election on November 3, 2020.

Also enclosed please find a copy of our Notice of Election Filed with the Inyo County Clerk.

Thank you for your consideration of this request.

Respectfully,

Sandy Blumberg
Executive Assistant, Administration
Northern Inyo Healthcare District

Notice to County Clerk of Elective Offices to be Filled and Transmittal of Map and Boundaries

(Residential and Landowner Voting Districts)
(Elections Code §10509, 10522, 10524)

NORTHERN INYO HEALTHCARE DISTRICT
(Name of District)

To the County Clerk of Inyo County.

- (1) Notice is hereby given that the elective offices of the district to be filled at the General District Election on November 3, 2020 are as follows:

1 (number of offices for a 2 year term) (zone 5)

2 (number of offices for a 4 year term) (zones 1 & 4)

- (2) The divisions of the district, if any, in which a director is to be elected is as follows:¹

SEE ATTACHED ZONE DESCRIPTIONS & MAP FOR DISTRICT ZONES 1, 4, and 5.

- (3) The elective officers of the district to be elected are as follows:²

Name of officers: ZONE 1, JODY VEENKER
ZONE 4, MARY MAE RILPATRICK
ZONE 5, TOPAH SPOONHUNTER

- (4) A map showing the boundaries of the district and the boundaries of the divisions of the district, if any, within this county is attached hereto.

- (5) The qualifications of a nominee and of an elective officer of the district are as follows:³
RESIDENT ELECTOR WITHIN THE DISTRICT OF DIVISION ~~THAT~~,
IF ANY

- (6) The ⁴ CANDIDATE is to pay for the publication of a Candidate's Statement, pursuant to E.C. §13307.

- (7) Measures, if any:⁵

Dated: 5/26/20

Seal of the District

Sandra J. Blumberg
(District Secretary)

RESOLUTION NO. 20-03

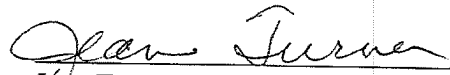
**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NORTHERN INYO HEALTHCARE DISTRICT
REQUESTING CONSOLIDATION OF ELECTION**

WHEREAS, it is necessary that three (3) directors be elected to the Board of Directors of Northern Inyo Healthcare District, one each from Zones I, IV, and 5 of said District; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Northern Inyo Healthcare District that it request that the Board of Supervisors of the County of Inyo, State of California, consolidate said election of directors with the statewide election to be held on November 3, 2020; and,

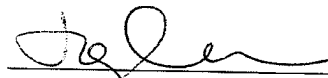
BE IT FURTHER RESOLVED THAT THE Hospital Chief Executive Officer be, and is hereby directed to file copies of this Resolution with said Board of Supervisors of the County of Inyo, State of California, and the County Clerk-Recorder, Registrar of Voters of said County.

Adopted, signed and approved this 20th day of May, 2020.



Jean Turner, President

Attest:



Jody Vechnker, Secretary