



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA). The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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

REGULAR MEETING March 7, 2023

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

Start Time

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

CLOSED SESSION

- 2) **Public Employment – Pursuant to Government Code §54957 – Title: Water Director Appointment.**
- 3) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6 –** Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

- 4) **Public Employment – Pursuant to Government Code §54957** – Title: Health & Human Services Director Appointment.
- 5) **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): 1 case.
- 6) **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: Bishop, Independence, and Lone Pine Landfills. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Greg James. Negotiating parties: Inyo County and Los Angeles Department of Water and Power. Under negotiation: price and terms of payment.
- 7) **Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Name of case: *Inyo County v. Los Angeles Department of Water and Power, Kern County Superior Court* Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC.

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

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

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

- 12) **Auction of Surplus Ag ATVs & Foggers**
Agricultural Commissioner - OVMAP | Nathan Reade

Recommended Action: A) declare the vehicles listed in Attachment 1 as surplus; B) authorize Motor Pool and Agriculture to offer the vehicles for sale utilizing the Public Surplus auction site; C) authorize Motor Pool/Agriculture to utilize either the previously approved consignment auction agreement with Enterprise Fleet Management or another auctioneer for the removal and sale of vehicle Public Surplus process; and D) authorize Agriculture to dispose of assets unable to sell as scrap.
- 13) **Minutes from the February 28, 2023 Board of Supervisors Meeting**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Approve the minutes of the regular Board of Supervisors meeting of February 28, 2023.

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

County Administrator - Emergency Services | Mikaela Torres

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

15) **Medi-Cal Inmate Program Administrative Agreement**

Health & Human Services - Health/Prevention | Anna Scott

Recommended Action: Approve agreement No. 23-30024 between the County of Inyo and California Department of Health Care Services for the provision of Medi-Cal County Inmate Program Administrative Services in an amount not to exceed \$100,340.44 for the period of July 1, 2023 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign.

16) **Amendment No. 3 to the Consultant Contract with Water Quality Specialists**

Public Works | Michael Errante

Recommended Action: Approve Amendment No. 3 to the Tecopa Hot Springs Sewer Lagoon Operator contract between the County of Inyo and Water Quality Specialists of Escondido, CA, extending the contract expiration date to June 30, 2024 and increasing the contract by \$5,000 to an amount not to exceed \$14,000, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

REGULAR AGENDA

17) **Updated Travel and Expense Reimbursement Policy**

Auditor-Controller | Amy Shepherd
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: Approve Resolution No. 2023-07 titled, "A Resolution of the Supervisors of the County of Inyo, State of California, Rescinding Resolution 98-24, and Establishing a Travel and Expense Reimbursement Policy for Inyo County Officers and Employees," and authorize the Chairperson to sign.

18) **Owens Valley Groundwater Authority Meeting – March 9, 2023**

Water Department | Aaron Steinwand, Holly Alpert
15 minutes (5min. Presentation / 10min. Discussion)

Recommended Action: Provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for March 9, 2023.

19) **PA/PG Salary Discussion**

County Administrator | Sue Dishion, Patricia Barton
35 minutes (15min. Presentation / 20min. Discussion)

Recommended Action: A) Receive presentation from staff regarding the County's compensation policy; B) at the request of the elected Public Administrator / Public Guardian, consider her request for an increase in compensation for her position; and C) provide any direction to staff.

ADDITIONAL PUBLIC COMMENT & REPORTS

20) **Public Comment**

Comments may be time-limited

21) **Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects



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AGENDA ITEM REQUEST FORM

March 7, 2023

Reference ID:
2023-3511

Auction of Surplus Ag ATVs & Foggers Agricultural Commissioner - OVMAP ACTION REQUIRED

ITEM SUBMITTED BY

Nathan Reade, Ag Commissioner

ITEM PRESENTED BY

Nathan Reade, Ag Commissioner

RECOMMENDED ACTION:

A) declare the vehicles listed in Attachment 1 as surplus; B) authorize Motor Pool and Agriculture to offer the vehicles for sale utilizing the Public Surplus auction site; C) authorize Motor Pool/Agriculture to utilize either the previously approved consignment auction agreement with Enterprise Fleet Management or another auctioneer for the removal and sale of vehicle Public Surplus process; and D) authorize Agriculture to dispose of assets unable to sell as scrap.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Owens Valley Mosquito Abatement program has many aging ATVs and foggers they rely on for Mosquito Abatement that need to be replaced. Due to the increasing maintenance cost of aging Foggers/ATVs, the funds from these assets being auctioned will help fund the purchase of new equipment.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	154101
Budgeted?	Yes	Object Code	4911
Recurrence	N/A		
Current Fiscal Year Impact			
Proceeds from the auction go into the Owens Valley Mosquito Abatement Program (OVMAP) Budget 154101 object code 4911 Sales of Fixed Assets.			
Future Fiscal Year Impacts			
Proceeds from the auction will be used to purchase new Mosquito Abatement equipment.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could use the sealed bid process to sell these assets. The alternative is not recommended because it is time-consuming and does not maximize cost recovery.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. AG Commissioner Surplus Vehicles

APPROVALS:

Janice Jackson	Created/Initiated - 2/14/2023
Janice Jackson	Approved - 2/14/2023
Darcy Ellis	Approved - 2/15/2023
Keri Oney	Approved - 2/15/2023
John Vallejo	Approved - 2/15/2023
Amy Shepherd	Approved - 2/15/2023
Nate Greenberg	Final Approval - 3/1/2023

AG Commissioner Surplus Vehicles

- 2018 Polaris 570 ATV, VIN NO. 4XASEE579JA241054/Asset No. 10341
- 2006 LF 18-20 Command Fogger /Asset No. 8419
- 2006 LF 18-20 Command Fogger /Asset No. 8420
- 2013 Clark Smart Flow Electric Fogger / Asset No. 10310



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AGENDA ITEM REQUEST FORM

March 7, 2023

Reference ID:
2023-3581

Minutes from the February 28, 2023 Board of Supervisors Meeting

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes of the regular Board of Supervisors meeting of February 28, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Draft February 28, 2023 Agenda

APPROVALS:

Darcy Ellis	Created/Initiated - 3/2/2023
Darcy Ellis	Final Approval - 3/2/2023

MINUTES



County of Inyo Board of Supervisors

February 28, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:32 a.m., on February 7, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present per California Assembly Bill 361: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, Assistant Clerk of the Board Darcy Ellis, and Office Technician Hayley Carter.

Public Comment The Chairperson asked for public comment related to Closed Session items, and no one requested to speak.

Closed Session Chairperson Roeser recessed open session at 8:33 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson; No. 3 **Public Employment – Pursuant to Government Code §54957** – Title: Water Director Appointment; No. 4 **Public Employment – Pursuant to Government Code §54957** – Title: Health & Human Services Director Appointment; and No. 5 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator.

Open Session Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:16 a.m. with all Board members present.

Pledge of Allegiance Bob Olin, resident of Olancha, led the Pledge of Allegiance.

Report on Closed Session County Counsel Vallejo reported that no action was taken during closed session that is required to be reported.

Introductions The following new Water Department employees were introduced to the Board: Deputy Water Director Holly Alpert, Senior Scientist Tim Moore, and Research Assistant Duncan Reid.

Public Comment Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda.

Public comment was heard from Lauralynn Hundley, Bob Olin, Linda Chaplin, and Jon Klusmire.

Board members offered their thanks and praise for County Road crews for their efforts throughout Inyo County during the most recent storm, noting they were the brunt of some abuse from impatient residents.

County Department Reports HHS Director Marilyn Mann updated the Board on the status of air ambulance service in the region following a fatal crash in Nevada on Friday involving an out-of-the-area service.

Public Works Director Mike Errante echoed the Board's sentiments made during Public Comment and, along with Road Superintendent Shannon Platt, updated the Board on road operations during the storm.

Eastern California Museum Director Shawn Lum announced that the County facility has been awarded \$364,500 from the California Cultural and Historical Endowment Museum Grant Program.

Assistant CAO Meaghan McCamman announced Tuesday that Inyo County has been approved for \$490,685 in state funding for programs to maintain and enhance access to existing housing stock and encourage new development.

CAO – Surplus Land Act Process/Reso # 2023-06

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to approve Resolution No. 2023-06, titled, "A Resolution of the Board of Supervisors of the County of Inyo Declaring Certain County Owned Property Surplus Land Pursuant to the California Surplus Land Act," and authorize the Chairperson to sign. Motion carried unanimously.

BOS – Rescission of COVID Emergency

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to rescind Resolution No. 2020-12, approved March 17, 2020 to declare a local emergency due to COVID-19. Motion carried unanimously.

CAO – Regional Broadband Coordinator Contract

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to approve the contract between the County of Inyo and Scott Armstrong for the provision of professional services as the Regional Broadband Coordinator at Range 170, Step E, \$15,500 per month, effective March 2, 2023, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

HHS – Foley & Lardner Contract Amendment 1

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to approve Amendment No. 1 to the contract between the County of Inyo and Foley & Lardner of Los Angeles, CA, extending the term end date from January 30, 2022 to June 30, 2022, including payment for prior-year invoices in the amount of \$10,000 for legal services, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

Public Works – Letter of Support for LTC Grant

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to approve and authorize the Chairperson to sign a Letter of Support for the Inyo County Local Transportation Commission Application for the Caltrans Sustainable Transportation Planning Grant (STBG) to develop a plan for expanding coordinated EV charging infrastructure throughout Inyo County. Motion carried unanimously.

Public Works – Letter of Support for Big Pine Tribe Grant

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to approve and authorize the Chairperson to sign a Letter of Support for the Big Pine Paiute Tribe's application to the CARB, Clean Mobility Options Voucher Pilot Program to purchase two electric shuttle buses and install transit shelters and electric vehicle charging stations. Motion carried unanimously.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to approve the minutes of the regular Board of Supervisors meeting of February 21, 2023. Motion carried unanimously.

CAO – Executive Director of Regional Coordination ESCOG Agreement, Job Description, Contract

Chairperson Roeser asked that the agenda item be moved from the Consent Agenda to Departmental for further discussion. Assistant CAO Meaghan McCamman provided a brief overview of ESCOG and the impetus for the new agreement and hire, with County Counsel Vallejo, Elaine Kabala, and CAO Greenberg offering additional information and clarification. Supervisors Kingsley, Orrill, and Roeser expressed their support of the contract but also the importance of all four ESCOG members guiding ESCOG actions – and the expenditure of grant funding – instead of the other way around.

Public comment was made by Linda Chaplin and Jeff Brown.

Moved by Supervisor Orrill and seconded by Chairperson Roeser to: A) approve the

agreement between the Eastern Sierra Council of Governments (ESCOG) and Inyo County for the provision of executive director services as outlined in the Scope of Work, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; B) approve the job description for the Executive Director of Regional Coordination Position at Range 80 (\$78,108-\$95,016); and C) approve the contract between the County of Inyo and Elaine Kabala for provision of personal services as Executive Director of Regional Coordination at a monthly salary of \$6,509, effective March 2, 2023, and authorize the County Administrator to sign. Motion carried unanimously.

***Water Department –
Standing Committee
Rep Direction***

Assistant Water Director Dr. Holly Alpert asked for direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for March 2, 2023. She reviewed the agenda, which had no action items and only two major discussion items: a runoff/operations report from LADWP and a report from Inyo County on the Owens River Water Trail. Supervisor Kingsley, one of the Board's Standing Committee representatives, said the goal of the Water Trail presentation is to familiarize new L.A. committee members with the project and hopefully rekindle interest and kickstart action. No specific direction was provided by the Board.

***Clerk-Recorder –
Department Overview***

The Board received a presentation from County Clerk-Recorder-Registrar of Voters Danielle Sexton and Assistant to the Clerk-Recorder Caroline Nott on services and current projects for the recording and elections facets of the department. Public comment was received from Bob Olin.

Recess/Reconvene

Chairperson Roeser recessed the meeting for a break at 12:05 p.m. and reconvened the meeting at 12:16 p.m. with all Board members present.

***Environmental Health
– Department
Overview***

The Board received a presentation on the duties of the Environmental Health Department from Director Jerry Oser and Registered Environmental Health Specialist II Sarah Peterson.

***HHS-Aging & Social
Services – Division
Overview***

The Board received a presentation from Health and Human Services' Aging and Social Services Division on its mission, services, goals, and upcoming projects and challenges, from HHS Director Marilyn Mann, HHS Deputy Director-Aging and Social Services Darcia Blackdeer-Lent, Child-Adult Program Manager Holly DeVincent, and Program Manager Morningstar Willis-Wagoner.

Public Comment

Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda and there was no one wishing to speak.

***Board Member & Staff
Reports***

Supervisor Kingsley reported attending a Central California BLM Resource Advisory Council meeting and being elected chairperson and attending meetings of the Rural County Representatives of California Executive Board and Keeler Community Services District.

Supervisor Marcellin reported attending the second session of California State Association of Counties' New Supervisor Institute in Sacramento where he got snowed-in for a couple of extra days, and meeting with constituents.

Supervisor Orrill reported attending the same session as Supervisor Marcellin and also getting stranded by the storm. She said she would be attending this week's CSAC Board Meeting virtually.

Supervisor Griffiths reported he will be traveling to Sacramento today for a Sierra Nevada Conservancy meeting, CSAC Board meeting, and a meeting with a state senator.

CAO Greenberg provided updates on the emergency response to last week's severe weather, reported prepping for the Standing Committee in L.A. on Thursday; said he is having talks with LADWP about leases, land acquisition, and runoff preparation; and gave an update on the current Northern Inyo emergency medical services situation, including a meeting with the Inland Counties Emergency Medical Agency.

Adjournment

The meeting was adjourned at 2 p.m. to 8:30 a.m. Tuesday, March 7, 2023, in the County

Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

DRAFT



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DARCY ELLIS
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AGENDA ITEM REQUEST FORM

March 7, 2023

Reference ID:
2023-3518

Contract for Consulting Services to Update the Inyo County Community Wildfire Protection Plan County Administrator - Emergency Services ACTION REQUIRED

ITEM SUBMITTED BY

Mikaela Torres, Emergency Services Manager

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

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

BACKGROUND / SUMMARY / JUSTIFICATION:

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

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

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

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

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

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

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

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

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

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

APPROVALS:

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



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

SUBMITTED TO

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

February 1, 2023

SUBMITTED BY

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



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

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

1. COVER PAGE / COVER LETTER

February 1, 2023

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

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

To Whom It May Concern:

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



Laura Moran*
 Vice President, Northern and Central California
 *Authorized to negotiate and execute contracts on behalf of SWCA



Montiel Ayala
 Project Manager
 Primary Point of Contact

PROJECT SUCCESS

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



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2. COMPANY INFORMATION

Table 1. SWCA Company Information

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

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3. COMPANY HISTORY, EXPERIENCE, AND QUALIFICATIONS

A. FIRM PROFILE AND HISTORY

SWCA ENVIRONMENTAL CONSULTANTS

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

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

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



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



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

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

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

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

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

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

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

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

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

INYO COUNTY EXPERIENCE

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

SUBCONSULTANTS

Wildland Fire Associates



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

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

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

Past WFA CWPPs include the following:

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

WFA's Proposed Services:

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

Whitebark Institute of Interdisciplinary Environmental Sciences

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

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

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

Whitebark's Proposed Services:

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

B. RELEVANT PROJECT EXPERIENCE

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

17 YEARS 86 PROJECTS 26 STATES

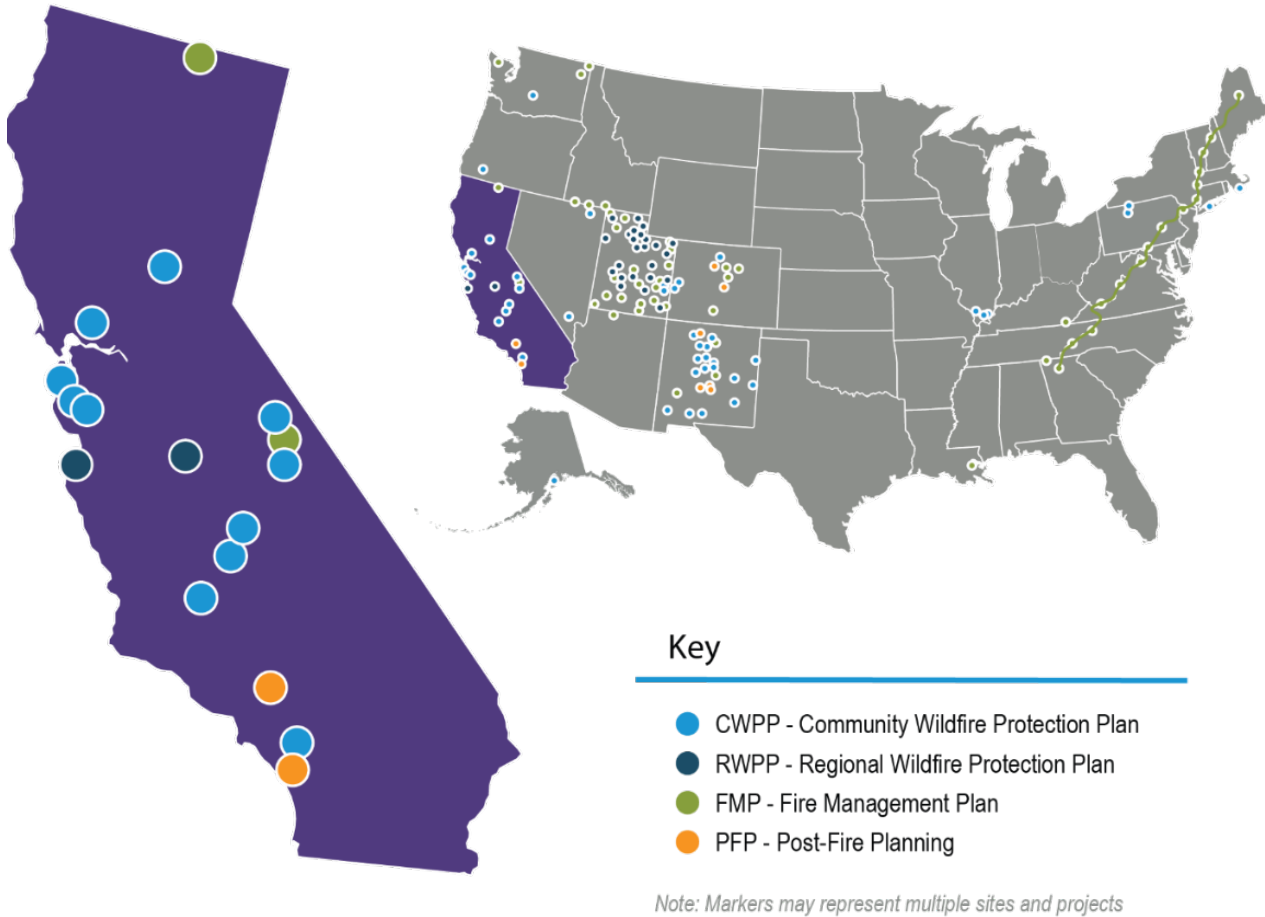


Figure 3. SWCA's nationwide fire experience

CWPP PROJECT EXPERIENCE

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

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



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

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

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

TULARE COUNTY CWPP

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

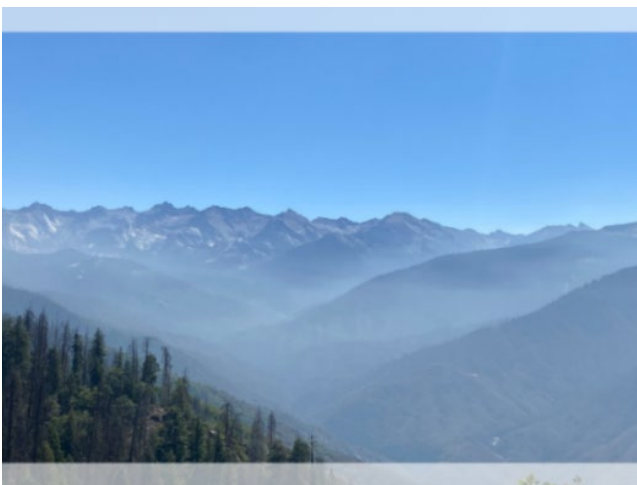


Figure 5. Sierra Nevada range in Tulare County.

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

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

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

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



Figure 6. Trail in Santa Clara County, California

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

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

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

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

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



Figure 7. Kern County, California

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

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

THREE RIVERS CWPP

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

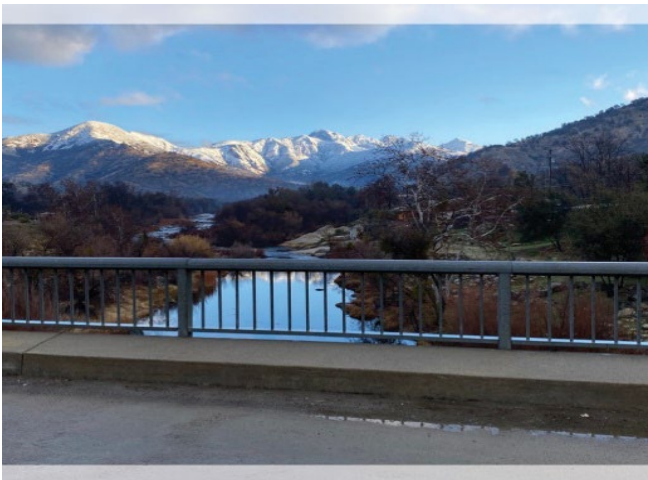


Figure 8. Three Rivers, Tulare County, California

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

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

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

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

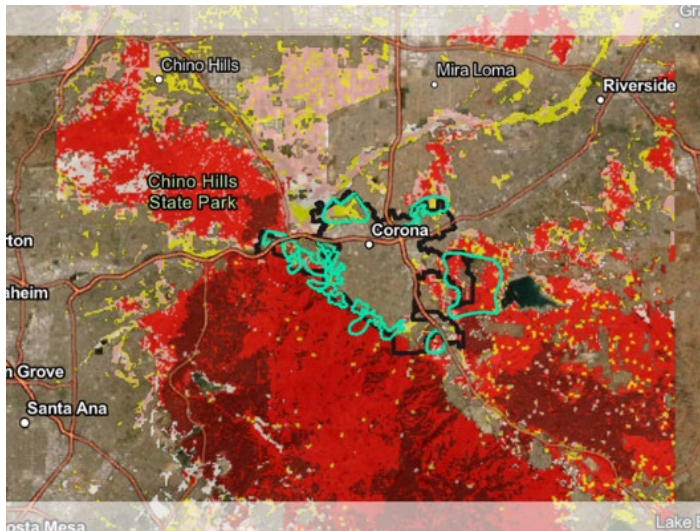


Figure 9. City of Corona risk assessment

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

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

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

GOVERNMENT AGENCY PROJECT EXPERIENCE

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

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

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

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

C. QUALIFICATIONS AND EXPERIENCE OF KEY TEAM MEMBERS

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

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



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

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



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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

LIZ HITZFELDER, M.A. GEO | GIS LEAD



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

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

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

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

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

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



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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

RICK KATTELMANN, PH.D. | WHITEBARK | LOCAL SUBJECT MATTER EXPERT



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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

D. SCHEDULE COMMITMENT

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

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

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

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

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4. PRICING INFORMATION

A. WORK PLAN

PROJECT UNDERSTANDING

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



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

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

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

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

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

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

Anticipated hours and rates for key team members are included as [Table 4](#).

TASK 1: KICKOFF MEETING / CONVENE DECISION-MAKERS

Kickoff Meeting

Our team will convene an initial kick-off conference call (virtual) with County representatives to discuss key topics of the project, such as identifying the CWPP goals and objectives, establishing communication protocols, determining initial project scheduling and deliverables, and identifying preliminary data needs that will facilitate the planning process. SWCA has a head start since we have a stakeholder list and datasets that were compiled during our work with the 40 Acres and Independence CWPPs. During the call, we will also work with the County to identify additional Core Team members. The Core Team will represent important agencies and stakeholder groups with an interest in wildfire prevention. These stakeholders are likely to span representatives from the Inyo County Office of Emergency Services, Inyo National Forest, local tribes, BLM Bishop Field Office, High Sierra Energy Foundation, Mono County Wildfire Mitigation representatives, NPS, CAL FIRE, Los Angeles Department of Power and Water, local fire authority, and other prominent wildfire planning entities in the region, such as representatives of neighboring Operational Areas. The Core Team will be responsible for reviewing fire behavior modeling results, developing recommendations for fire mitigation and risk reduction, and providing expert knowledge regarding fire risk and hazard within Inyo County and the WUI.

TASK 1 DESIGNATED PERSONNEL

Montiel Ayala, Victoria Amato, Paris Krause, Lia Webb

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

Assumptions

- There will be a virtual kick-off call.

Task 1 Deliverables

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

Cost-Saving Measures

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

TASK 2: INVOLVE STATE, LOCAL, AND FEDERAL AGENCIES

Core Team Meetings

SWCA will conduct Core Team meetings, which will begin within the first month after receiving the notice to proceed, using virtual platforms to accomplish the highest attendance, provide the most flexibility in schedules, and reduce costs. SWCA has budgeted for travel to Inyo County to carry out on-the-ground hazard assessments and public outreach during the summer of 2023. If preferred by the County, SWCA will convene the second Core Team meeting in person to align with that mobilization of our team. In our experience, the first and last Core Team meetings can be held virtually and still be highly effective using tools we have developed in the Zoom platform. The second Core Team meeting is best held in person to provide for interaction with map products and facilitate more collaborative planning by stakeholders. Our team is completely open to discussion with the County regarding meeting formats and schedule; we propose this

TASK 2 DESIGNATED PERSONNEL

Montiel Ayala, Victoria Amato, Paris Krause, Lia Webb

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

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

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

Assumptions

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

Task 2 Deliverables

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

TASK 3: PUBLIC ENGAGEMENT

Outreach

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

TASK 3 DESIGNATED PERSONNEL

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

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

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

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

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

Assumptions

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

Task 2 Deliverables

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

TASK 4: ESTABLISH COMMUNITY BASE MAPS

Gather and Analyze Data

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

TASK 4 DESIGNATED PERSONNEL

Montiel Ayala, Liz Hitzfelder, Ryan Saggese

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

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

Create Community Base Maps

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

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

Assumptions

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

Task 4 Deliverables

- ✓ Community base maps

Cost-Saving Measures

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

TASK 5: DEVELOP A COMMUNITY RISK ASSESSMENT

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

TASK 5 DESIGNATED PERSONNEL

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

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

Fire Risk and Fire Potential

Fuel and Topographic Conditions

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

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

Historic Weather Data

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

Model Outputs

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

Wildfire Ignition History Illustrated by Spatial Data

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

Community Risk Assessment

Risks to People, Property, and Infrastructure

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

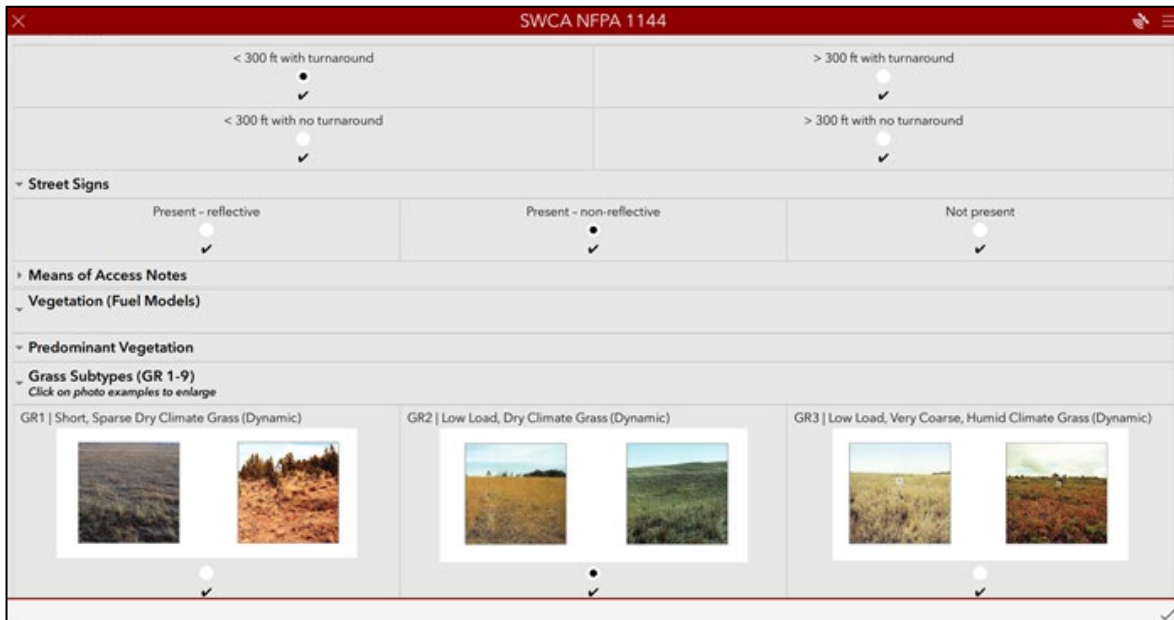


Figure 12. Survey123 digital form used in the field to survey, capture, and document wildfire hazards

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

Risk to Natural Resources

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

Risk to Economic Resources

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

Firefighting Capability and Wildfire Readiness

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

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

Integration with Existing Planning

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

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

Assumptions

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

Task 5 Deliverables

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

Cost-Saving Measures

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

TASK 6: ESTABLISH COMMUNITY PRIORITIES AND RECOMMENDATIONS

Development of Priorities and Recommendations

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

TASK 6 DESIGNATED PERSONNEL

Montiel Ayala, Lia Webb, Victoria Amato, Rich McCrea

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

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

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

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

Fuels Treatments Prioritization

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

Task 6 Deliverables

- ✓ Recommendations matrices

Cost-Saving Measures

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

TASK 7: DEVELOP AN ACTION PLAN AND ASSESSMENT STRATEGY

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

TASK 7 DESIGNATED PERSONNEL

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

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

Draft CWPP and Review

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

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

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

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

Task 7 Deliverables

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

TASK 8. FINALIZE THE COMMUNITY WILDFIRE PROTECTION PLAN

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

TASK 8 DESIGNATED PERSONNEL

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

Assumptions

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

Task 8 Deliverables

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

TASK 9: PROJECT MANAGEMENT

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

TASK 9 DESIGNATED PERSONNEL

Montiel Ayala, Paris Krause

Task 9 Deliverables

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

OPTIONAL TASK: DEVELOP THE ARCGIS HUB AND STORY MAP

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

**ARCGIS STORY MAP
DESIGNATED PERSONNEL**

*Victoria Amato, Montiel Ayala,
Liz Hitzfelder*

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

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

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

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

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

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

B. ANTICIPATED HOURS AND RATES OF KEY TEAM MEMBERS

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

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

C. WORK SCHEDULE

Table 5. SWCA proposed work schedule

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

D. COST CONTROL

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

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

– Dan Doyle, Martha’s Vineyard Commission

PROJECT CONTROLS

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

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

E. COST PROPOSAL

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

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

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

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

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

A detailed breakdown of proposed costs is provided in [Table 8, Detailed Cost Breakdown](#).

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

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

Table 7. Total and Per Task Estimated Project Costs

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

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Table 8. Detailed Cost Breakdown

Staff	Project Role	Labor Class	2023 Rate	Task 1. Convene Decision-Makers		Task 2. Involve State, Local, and Federal Agencies		Task 3. Public Engagement		Task 4. Establish Community Base Maps		Task 5. Develop a Community Risk Assessment		Task 6. Establish Community Priorities and Recommendations		Task 7. Develop an Action Plan and Assessment Strategy		Task 8. Finalize the Community Wildfire Protection Plan		Task 9. Project Management and Controls		Optional Task: ArcGIS Hub and Story Map		Total WITHOUT Optional Task		Total WITH Optional Task			
				Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Montiel Ayala	Project Manager	Specialist VI	\$130.00	10	\$1,300	44	\$5,720	28	\$3,640	5	\$650	72	\$9,360	16	\$2,080	20	\$2,600	12	\$1,560	26	\$3,380	16	\$2,080	233	\$30,290	249	\$32,370		
Victoria Amato	Fire Subject Matter Expert	Specialist IX	\$161.00	3	\$483	10	\$1,610	4	\$644	4	\$644	4	\$644	2	\$322	4	\$644	0	\$0	8	\$1,288	2	\$322	39	\$6,279	41	\$6,601		
Paris Krause	Assistant Project Manager	Specialist VI	\$130.00	8	\$1,040	20	\$2,600	14	\$1,820	4	\$520	2	\$260	2	\$260	4	\$520	2	\$260	16	\$2,080	2	\$260	72	\$9,360	74	\$9,620		
Lia Webb	Facilitator	Specialist VIII	\$150.00	1	\$150	15	\$2,250	28	\$4,200	0	\$0	40	\$6,000	2	\$300	0	\$0	0	\$0	0	\$0	0	\$0	86	\$12,900	86	\$12,900		
Liz Hitzfelder	GIS Lead	Specialist V	\$117.00	2	\$234	8	\$936	8	\$936	16	\$1,872	40	\$4,680	0	\$0	0	\$0	0	\$0	4	\$468	80	\$9,360	78	\$9,126	158	\$18,486		
Christian Testerman	Fire Planner	Specialist II	\$85.00	2	\$170	4	\$340	4	\$340	4	\$340	4	\$340	0	\$0	36	\$3,060	8	\$680	4	\$340	8	\$680	66	\$5,610	74	\$6,290		
Tim Clute	Fire Planning Specialist	Specialist III	\$97.00	2	\$194	0	\$0	0	\$0	4	\$388	4	\$388	0	\$0	40	\$3,880	16	\$1,552	4	\$388	16	\$1,552	70	\$6,790	86	\$8,342		
Ryan Saggese	Fire Planning Specialist	Specialist IV	\$107.00	2	\$214	4	\$428	23	\$2,461	24	\$2,568	40	\$4,280	8	\$856	48	\$5,136	8	\$856	4	\$428	32	\$3,424	161	\$17,227	193	\$20,651		
Peggy Ford	Technical Editor	Specialist V	\$117.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	32	\$3,744	8	\$936	0	\$0	8	\$936	40	\$4,680	48	\$5,616		
Kimberly Proa	Technical Editor	Specialist V	\$117.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$1,872	8	\$936	0	\$0	8	\$936	24	\$2,808	32	\$3,744		
Michelle Bender	Administration	Specialist III	\$97.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$194	2	\$194	0	\$0	4	\$388	4	\$388		
Kristine Robson	Project Controls	Specialist VIII	\$150.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$3,000	0	\$0	20	\$3,000	20	\$3,000		
General Biller	General Biller	Specialist III	\$97.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$388	0	\$0	4	\$388	4	\$388		
SWCA Labor Totals				30	\$3,785	105	\$13,884	109	\$14,041	61	\$6,982	206	\$25,952	30	\$3,818	200	\$21,456	64	\$6,974	92	\$11,954	172	\$19,550	897	\$108,846	1,069	\$128,396		
SUBCONTRACTOR	Project Role	Company	2023 Rate																										
Richard McCrea	Wildland Fire Subject Matter Expert	WFA	\$135.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$1,620	16	\$2,160	12	\$1,620	0	\$0	0	\$0	40	\$5,400	40	\$5,400		
Rick Kattelmann, Ph.D.	Local Subject Matter Expert	Whitebark	\$80.00	2	\$160	8	\$640	8	\$640	0	\$0	0	\$0	0	\$0	30	\$2,400	0	\$0	0	\$0	0	\$0	48	\$3,840	48	\$3,840		
Erin Elliott	Public Education and Outreach Specialist	Whitebark	\$80.00	2	\$160	7	\$560	7	\$560	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$1,280	16	\$1,280		
Heidi Porras	Public Education and Outreach Specialist	Whitebark	\$80.00	2	\$160	7	\$560	7	\$560	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$1,280	16	\$1,280		
Subcontractor Markup	20%			\$96		\$352		\$352		\$0		\$0		\$324		\$912		\$324		\$0		\$0		\$2,360		\$2,360			
Subcontractor Totals				6	\$576	22	\$2,112	22	\$2,112	0	\$0	0	\$0	12	\$1,944	46	\$5,472	12	\$1,944	0	\$0	0	\$0	120	\$14,160	120	\$14,160		
LABOR TOTALS				36	\$4,361	127	\$15,996	131	\$16,153	61	\$6,982	206	\$25,952	42	\$5,762	246	\$26,928	76	\$8,918	92	\$11,954	172	\$19,550	1017	\$123,006	1189	\$142,556		
EXPENSES				Cost		Cost		Cost		Cost		Cost		Cost		Cost		Cost		Cost		Cost		Cost		Cost			
Postage	At cost			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50	\$50	\$50	\$50		
B&W Copies (in-house)	Per copy	\$0.10		\$0	\$0	\$0	\$0	\$10	\$10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10	\$10	\$10	\$10		
Color Copies (in-house)	Per copy	\$1.00		\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$2,500	\$0	\$0	\$0	\$0	\$2,600	\$2,600	\$2,600	\$2,600		
Graphic Plots	Per Plot	\$100.00		\$0	\$0	\$0	\$0	\$300	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300	\$300	\$300	\$300		
Rental Vehicle	At cost			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$840	\$840	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$840	\$840	\$840	\$840		
Rental Vehicle Fuel	At cost			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400	\$400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400	\$400	\$400	\$400		
Lodging	At cost			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,500	\$1,500	\$1,500		
Per Diem	GSA rate	\$59.00		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$708	\$708	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$708	\$708	\$708	\$708		
Field Tablet	Per day	\$20.00		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100	\$100	\$100	\$100		
Expense Markup	15%			\$0	\$15	\$15	\$15	\$47	\$47	\$0	\$0	\$426	\$426	\$0	\$0	\$0	\$0	\$383	\$383	\$0	\$0	\$0	\$0	\$871	\$871	\$871	\$871		
EXPENSE TOTALS				\$0	\$115	\$115	\$115	\$357	\$357	\$0	\$0	\$3,974	\$3,974	\$0	\$0	\$0	\$0	\$2,933	\$2,933	\$0	\$0	\$0	\$0	\$7,379	\$7,379	\$7,379	\$7,379		
TASK TOTALS				36	\$4,361	127	\$16,111	131	\$16,510	61	\$6,982	206	\$29,926	42	\$5,762	246	\$26,928	76	\$11,851	92	\$11,954	172	\$19,550	1,017	\$130,385	1,189	\$149,935		
PROJECT TOTAL WITHOUT OPTIONAL TASK																							\$130,385						
PROJECT TOTAL WITH OPTIONAL TASK																							\$149,935						

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5. SAMPLES

A. SAMPLES OF APPROVED CWPPS

Table 9. SWCA CWPP Samples

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

B. SAMPLES OF PROJECT SCHEDULING AND DURATION CONTROL

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

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

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

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

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

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



6. DISCLOSURES

Table 12. SWCA Claims History within the Last 10 Years

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

SWCA CLAIMS HISTORY

DYNAMIC ENERGY V. SWCA, INCORPORATED

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

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

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

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

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



7. INSURANCE REQUIREMENT

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

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

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8. RFP ADDENDA

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

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SWCA

APPENDIX A:

Resumes

MONTIEL AYALA, PROJECT MANAGER

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

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

YEARS OF EXPERIENCE

3

EXPERTISE

Fire ecology

Fire planning

Geospatial analysis (GIS)

California wildfire regulations

Fire effects monitoring

Hydrology

EDUCATION

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

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

CERTIFICATIONS

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

SELECTED PROJECT EXPERIENCE

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

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

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

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

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

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

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

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

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

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

YEARS OF EXPERIENCE

17

EXPERTISE

Fire management planning

Wildfire risk assessment

Natural resources management

Forest ecology and management

Fire effects monitoring

Habitat monitoring

Community outreach and youth training

EDUCATION

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

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

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

TRAINING

National Incident Management System –IS-00700a, FEMA

USDA Forest Inventory Analysis Training; 2010

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

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

1-100 Introduction to the Incident Command System, FEMA

SELECTED PROJECT EXPERIENCE

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

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

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

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

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

TRAINING (CONT'D)

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

NEPA Navigator Training, Archer Institute of Environmental Training; 2012

Forest Vegetation Simulator, Rocky Mountain Research Station; 2006

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

FIREWISE Communities; 2007

Comprehensive NEPA, SWCA Environmental Consultants; 2007

FIREMON Training, U.S. Forest Service; 2003

MEMBERSHIPS

SWCA Science Leadership Program

Member, Association for Fire Ecology

Member, International Association of Wildland Fire

AWARDS

Lawrence S. Semo Scientific Achievement Award winner; 2020

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

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

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

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

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

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

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

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

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

PARIS KRAUSE, M.S., ASSISTANT PROJECT MANAGER

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

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

YEARS OF EXPERIENCE

4

EXPERTISE

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

EDUCATION

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

PERMITS

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

TRAINING

- First Aid/CPR Certified

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

YEARS OF EXPERIENCE

20

EXPERTISE

Ecological restoration: planning, design, construction assistance, monitoring

Trails & Recreation planning

Forestry & Fire resiliency

California Environmental Quality Act (CEQA) compliance

National Environmental Policy Act (NEPA) compliance

Federal, State, and local permitting

Grant writing

Stakeholder coordination

Public engagement, outreach & education

EDUCATION

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

REGISTRATIONS / CERTIFICATIONS

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

Certified Professional Soil Scientist

Hazardous Waste Operations Emergency and Emergency Response (HAZWOPER)

SELECTED PROFESSIONAL EXPERIENCE

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

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

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

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

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

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

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

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

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

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

TRAINING

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

Grant Writing Workshop, Sierra Nevada Conservancy, 2019

Principles of Landscape Design, 2008

MEMBERSHIPS

California Native Plant Society (CNPS)

The Wildlife Society, Western Section

Professional Soil Scientists Association of California

Mono Basin Fire Safe Council

Sierra Meadows Partnership

California Forest Soils Council – Chair

California Green Business Network – Diversity and Equity Committee

Inyo-Mono Integrated Regional Water Management Program – Administrative Committee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

YEARS OF EXPERIENCE

4

EXPERTISE

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

GIS

EDUCATION

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

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

SELECTED PROJECT EXPERIENCE

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

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

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

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

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

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

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

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

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

YEARS OF EXPERIENCE

2

EXPERTISE

Restoration Ecology

Geospatial Analysis (GIS)

Fire planning

EDUCATION

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

CERTIFICATIONS

Ecological Restoration Practitioner in Training

TRAINING

R Studio

ArcGIS

SELECTED PROJECT EXPERIENCE

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

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

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

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

New Mexico Wildfire Support 2022; New Mexico Energy, Minerals, and Natural Resources Department; Mora County, New Mexico.

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

San Francisquito Canyon Aquatic Barriers Restoration Program Environmental Services; Resource Institute, Inc.; Los Angeles County, California.

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

Carmel River Floodplain Restoration; McBain Associates; Monterey County, California.

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

NFWF Northern California Forests and Watersheds Restoration; American Conservation Experience (ACE); Eldorado, El Dorado County, California.

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

Potrero Nuevo Farm Agricultural Pond Conceptual Design and Restoration Project; San Mateo Resource Conservation District (RCD); San Mateo County, California.

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

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

TIM CLUTE, M.S., FIRE PLANNING SPECIALIST

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

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

YEARS OF EXPERIENCE

6

EXPERTISE

Fire management planning

Wildfire and forestry

Biology (ecological sciences)

EDUCATION

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

REGISTRATIONS / CERTIFICATIONS

CPR Certified

TRAINING

Forest Inventory and Analysis Training, USFS; 2014

Operational Leadership, National Park Service (NPS); 2019

Chainsaw Training, USFS; 2014

HAZWOPER, NPS; 2019

ATV/UTV Training, NPS; 2019

Teaching Assistant, Montana State University; 2018

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

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

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

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

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

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

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

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

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

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

RYAN SAGGESE, B.S., FIRE PLANNING SPECIALIST

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

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

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

YEARS OF EXPERIENCE

1

EXPERTISE

Forest Vegetation Simulator

Climate Action Plans, General Plans, Community Plans

IFTDSS

Forest Carbon Analysis

ArcGIS Pro

EDUCATION

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

AWARDS / HONORS

Cum Laude – California Polytechnic State University, San Luis Obispo

SELECTED WORK EXPERIENCE

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

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



RICHARD C. MCCREA

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

Work History:

2009-Present

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

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

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

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

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

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

Specialized Experience:

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

Richard Kattelmann

Hydrologist
143 Jeffrey Pine Road, Crowley Lake, CA 93546
760 935 4088 rick@whitebarkinstitute.org



Areas of Specialization:

Snow and mountain hydrology, watershed management, wildfire risk mitigation

EDUCATION

Ph.D., Geography, 1995, University of California, Santa Barbara
M.S., Forest Hydrology, 1981, University of California, Berkeley
B.S., Forestry, 1979, University of California, Berkeley

EMPLOYMENT

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

Hydrologist, California Trout via TSS Consultants, 2021-2022

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

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

Consulting Hydrologist, private practice, 2000-2010

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

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

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

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

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

PROFESSIONAL ACTIVITIES

Certified Professional Hydrologist American Institute of Hydrology 1988 to 2007

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

HEIDI JENNIFER PORRAS PETERS

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



Environmental Education and Outreach with Strategic Sectors

NGO | Education | Community | Government | Academia

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

AREAS OF EXPERTISE

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

PROFESSIONAL EXPERIENCE

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

June 2022 - Present

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

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

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

2012 – 2022

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

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

Urban Oasis Project

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

Community Health and Biodiversity Program (One Health)

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

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

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

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

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

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

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

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

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

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

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

FELLOWSHIPS

[Beetles Leadership Institute](#)

[Urban Ecology Center of Minnesota](#)

[Monterey Bay Aquarium Project Based Education](#)

COURSES AND CERTIFICATIONS

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

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

Quantum Learning course for teachers. PROBEA - January 2014

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

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

EDUCATION

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

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

PUBLICATIONS

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

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



Erin L. Elliott

Botanist and Environmental Scientist

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

Education

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

Discipline Areas

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

Trainings & Certifications

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

Summary of Experience

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

Significant Projects

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

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

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

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

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

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

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

SWCA

APPENDIX B:

Original Signed Request for Proposal



Request for Proposal

Inyo County Community Wildfire Protection Plan Update

RFP Number: OES-2022-12-01

Release Date: December 28, 2022

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

A. Purpose

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

B. Term of Contract and Scope of Work

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

C. Schedule of Events

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

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

D. Submission Process

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

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

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

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

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

E. General Conditions

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

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

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

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

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

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

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

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

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

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

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

The County reserves the right to terminate the RFP.

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

F. Security and Privacy.

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

G. Modification or Withdrawal

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

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

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

H. Information Resource

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

Mikaela Torres
mtorres@inyocounty.us

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

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

I. Organization of Proposal

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

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

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

2. Company Information. This section shall state:

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

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

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

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

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

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

7. Insurance Requirement. This section shall contain a written statement indicating proposer's willingness and ability to meet all of the County's insurance requirements as indicated in *Attachment C-Inyo Standard Contract Agreement, Section 9*. Respondents who are unable to meet all of the County's insurance requirements may submit with their proposal an alternative plan for obtaining insurance that will adequately mitigate the risks associated with providing the services detailed above. Any alternative insurance coverage request is subject to review and approval by County Counsel and the County's Risk Manager. Failure to meet the County's insurance requirements, as determined by County Counsel and County Risk Management, may be sufficient reason for disqualification from the selection

process.

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

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

J. Evaluation Process.

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

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

Work Plan and Schedule – **15 points**

Pricing / Rate Proposal – **15 points**

K. Award

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

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

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

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

The County reserves the right to:

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

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

L. RFP Addenda.

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

M. Local Vendor Preference.

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

N. Attachments.

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

ATTACHMENT A

PROJECT DESCRIPTION AND SCOPE OF SERVICES

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

The deliverable due dates are:

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

Deliverables:

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

ATTACHMENT B
COMPANY HISTORY, EXPERIENCE, AND QUALIFICATIONS

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

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

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

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

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

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

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

3. CONSIDERATION.

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

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

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

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

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

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

12. NONDISCRIMINATION.

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

13. ASSIGNMENT.

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

14. DEFAULT.

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

15. WAIVER OF DEFAULT.

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

16. CONFIDENTIALITY.

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

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

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

17. CONFLICTS.

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

18. POST AGREEMENT COVENANT.

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

19. SEVERABILITY.

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

20. FUNDING LIMITATION.

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

21. AMENDMENT.

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

22. NOTICE.

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

County of Inyo

_____ Department
Address
City and State

Contractor:

_____ Name
Address
City and State

23. ENTIRE AGREEMENT.

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

#

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

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Type or Print Name

Type or Print Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-

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

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

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

3. CONSIDERATION.

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

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

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

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

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

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

12. NONDISCRIMINATION.

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

13. ASSIGNMENT.

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

14. DEFAULT.

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

15. WAIVER OF DEFAULT.

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

16. CONFIDENTIALITY.

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

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

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

17. CONFLICTS.

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

18. POST AGREEMENT COVENANT.

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

19. SEVERABILITY.

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

20. FUNDING LIMITATION.

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

21. AMENDMENT.

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

22. NOTICE.

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

County of Inyo

_____ Department
_____ Address
_____ City and State

Contractor:

_____ Name
_____ Address
_____ City and State

23. ENTIRE AGREEMENT.

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

#

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

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Type or Print Name

Type or Print Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 7, 2023

Reference ID:
2023-3516

Medi-Cal Inmate Program Administrative Agreement Health & Human Services - Health/Prevention

ACTION REQUIRED

ITEM SUBMITTED BY

Anna Scott, HHS Deputy Director - Public Health

ITEM PRESENTED BY

Anna Scott, HHS Deputy Director - Public Health

RECOMMENDED ACTION:

Approve agreement No. 23-30024 between the County of Inyo and California Department of Health Care Services for the provision of Medi-Cal County Inmate Program Administrative Services in an amount not to exceed \$100,340.44 for the period of July 1, 2023 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Medi-Cal Inmate Program (MCIP) provides Medi-Cal coverage for eligible inmates who receive inpatient services at a medical facility located off the grounds of the correctional facility for an expected stay of more than 24 hours. This program will relieve the county of the federal share of these services provided to inmates. The medical provider will bill Medi-Cal as they usually do and receive payment. The Department of Health Care Services will then submit quarterly invoices to the counties where the inmate is being held to recover the non-federal share of the services.

Several divisions within Health and Human Services (Health, Behavioral Health & Employment and Eligibility) have developed a comprehensive case management system to identify when an inmate's hospitalization meets these criteria so that the Medi-Cal application is completed timely; the dates of services and eligibility correspond; and services and costs are tracked. We have participated in this program for several years. This Reimbursement for Administrative Costs for the Medi-Cal Inmate Program (MCIP) Agreement (Agreement) is intended to reimburse the California Department of Health Care Services (DHCS) for its administrative costs associated with the MCIP over the next three fiscal years.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	045100
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this administrative agreement, which would mean that HHS would be responsible for paying the full cost of inmate inpatient hospital stays.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

HHS divisions, Sheriff, and Probation

ATTACHMENTS:

1. Inyo Medi-Cal Inmate Program Administrative Services Agreement

APPROVALS:

Anna Scott	Created/Initiated - 2/15/2023
Darcy Ellis	Approved - 2/15/2023
Stephanie Tanksley	Approved - 2/15/2023
Melissa Best-Baker	Approved - 2/16/2023
John Vallejo	Approved - 2/16/2023
Amy Shepherd	Approved - 2/16/2023
Marilyn Mann	Final Approval - 2/16/2023

MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT FOR ADMINISTRATIVE SERVICES

1. Intent of Agreement

This Reimbursement for Administrative Costs for the Medi-Cal Inmate Program (MCIP) Agreement (Agreement) is intended to reimburse the California Department of Health Care Services (DHCS) for its administrative costs associated with the MCIP as further detailed below and in Schedule A attached hereto.

2. Parties

The parties to this Agreement are DHCS and the County of Inyo.

3. Authority

- A. DHCS is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal), including MCIP, pursuant to Welfare and Institutions Code section 14100.1.
- B. This Agreement is authorized by Welfare and Institutions Code sections 14053.7 and 14053.8 and Penal Code section 5072.

4. Term of the Agreement

The term of this Agreement shall be from July 1, 2023 through and including June 30, 2026.

5. Definitions

- A. The term "Certified Public Expenditure Process" or "CPE Process" means the process established for Medi-Cal under state law (including but not limited to Welfare and Institutions Code section 14166.1, et seq.), the California Medi-Cal State Plan, and approved Medicaid demonstration projects and waivers through which public Medi-Cal providers claim Federal Financial Participation (FFP) for allowable expenditures.
- B. The term "days" as used in this Agreement shall mean calendar days unless specified otherwise.
- C. The term "Demonstration Project" means the California Medi-Cal 2020 Demonstration, Number 11-W-00193/9, as approved by CMS effective beginning December 30, 2015 and any successor demonstration projects.

- D. The term “Designated Public Hospital” is defined as set forth in the Demonstration Project, and codified in state law at Welfare and Institutions Code section 14184.10, subdivision (f) pursuant to SB 815 (2016), and may be modified from time to time.
- E. The term “Inmate” as used in this Agreement includes persons identified in Welfare and Institutions Code sections 14053.7(e)(2)(A) and 14053.8(k) “Juvenile Inmate,” and Government Code sections 26605.6(a) “Prisoner,” 26605.7(a) “Prisoner” and (d)(1) “Probationer,” and 26605.8 “Prisoner” and “Probationer.”
- F. The term “MCIP” or “Medi-Cal County Inmate Program” contains the following three components: the Adult County Inmate Program (ACIP), as authorized in state law pursuant to Welfare and Institutions Code section 14053.7 and Penal Code section 5072, the Juvenile County Ward Program (JCWP), as authorized in Welfare and Institutions Code section 14053.8, and the County Compassionate Release Program (CCRP) and County Medical Probation Program (CMPP), as authorized by Government Code sections 26605.6, 26605.7, and 26605.8.
- G. “MCIP Administrative Services” means the administrative services provided by DHCS personnel for the administration of MCIP.
- H. “Medi-Cal provider” means, any individual, partnership, group association, corporation, institution, or entity and the officer, directors, owners, managing employees or agents of any partnership, group association, corporation, institution, or entity that provides services, goods, supplies, or merchandise, directly or indirectly, to a Medi-Cal beneficiary, and that has been enrolled in the Medi-Cal program.
- I. The State Fiscal Year (SFY) begins on July 1st of each calendar year and ends on June 30th in the subsequent calendar year.

6. Maximum Payable Amount

The amount that the County shall be obligated to pay for MCIP administrative services rendered under this Agreement shall not exceed its share of the nonfederal share of DHCS administrative costs. The maximum payable amount the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$340.44 which shall be based on a methodology specified in Addendum A.

- A. The maximum payable amount shall be further subject to the allocated State Fiscal Year’s (SFY’s) annual limits not to exceed:

\$104.87 for July 1, 2023, through and including June 30, 2024

\$113.25 for July 1, 2024, through and including June 30, 2025

\$122.32 for July 1, 2025, through and including June 30, 2026

For future contract periods not covered under this Agreement, the maximum payable amount shall be determined through a new Agreement or an amendment to this Agreement.

7. Contact Persons

Any notice, request, demand, or other communication required or permitted hereunder, shall be deemed to be properly given when furnished in writing to the following:

A. In the case of the County to:

Anna Scott, Deputy Director
County of Inyo
1360 North Main Street, Suite 203C
Bishop, CA 93514

Or to such person or address as the County may furnish in writing to DHCS.

B. In the case of DHCS to:

California Department of Health Care Services
Local Governmental Financing Division
County Based Claiming & Inmate Services Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 2628
P.O. Box 997436
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing or to the County.

8. Payment Terms and Invoicing

A. General Terms

1. DHCS shall submit an annual invoice to the County for the County's apportioned share of the nonfederal share of the MCIP administrative services for the period billed.
2. The County shall pay DHCS for the County's apportioned share of the non-federal share of MCIP administrative services which shall be based on a methodology specified in Addendum A within 60 days of receipt of an invoice.
3. Failure by the County to timely pay DHCS shall constitute a material breach of this Agreement which, at DHCS' discretion, may result in termination of

both this Agreement and the MCIP Evergreen Provider Agreement (PA) by DHCS. The County may cure such breach by rendering payment of the amount owed to DHCS three days prior to the termination of this Agreement or the PA.

4. The County shall not make payments for any invoice or portion thereof exceeding the respective maximum payable amount. Payment for any MCIP administrative services rendered by DHCS exceeding the respective maximum payable amount shall require an amendment. If the County fails to execute a retroactive amendment to the maximum payable amount under this Agreement, DHCS shall terminate both the Agreement and the PA.
5. Payments shall be sent to DHCS at the following address, or such other address as DHCS may specify in writing:

California Department of Health Care Services
Local Governmental Financing Division
County Based Claiming & Inmate Services Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 2628
P.O. Box 997436
Sacramento, CA 95899-7436

9. DHCS Responsibilities

A. MCIP Administrative Services

1. DHCS shall administer MCIP and this Agreement for the purpose of claiming federal reimbursement for MCIP services. It is understood by both parties that other administrative activities remain the responsibility of the County.
2. DHCS shall maintain accounting records for personnel services at a level of detail as described in Schedule A. Additionally, these records must identify any equipment and all related operating expenses.
3. DHCS shall submit to the County an annual invoice for the County's apportioned share of the nonfederal share of MCIP administrative services based on Addendum A. The annual invoice for reimbursement shall identify the following summarized categories of DHCS' costs for the allocated SFY period billed: salary, benefits, operating expenses, and total costs. Costs shall be multiplied by one minus the Federal Medical Assistance Percentage (FMAP) applicable to such administrative costs subject to the limit on the amount reimbursable by the County. The maximum payable amount shall

not exceed the County's apportioned share, which shall be based on a methodology specified in Addendum A.

B. General Responsibilities

1. Should the scope of work for this Agreement conflict with DHCS' responsibilities under federal Medicaid law, those responsibilities shall take precedence.
2. DHCS' cessation of any activities due to federal Medicaid responsibilities does not relinquish the obligation of the County to reimburse DHCS for administrative costs incurred by DHCS in connection with this Agreement for periods in which the County participated in MCIP.
3. DHCS agrees to provide to the County, or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, regulations, and this Agreement.

10. County Responsibilities

A. MCIP Administrative Services

1. As a condition of participation, the County accepts responsibility for reimbursing DHCS for the County's apportioned share of the nonfederal share of costs of MCIP administrative services based on Addendum A.
2. The County shall reimburse DHCS its allotted portion of the nonfederal share of funding allocated for compensation, associated operating expenses, equipment, and travel costs for no more than 3.50 full-time equivalent (FTE) positions composed of: one-half (0.50) FTE Staff Service Manager I, one (1) FTE Health Program Specialist I, one (1) FTE Staff Services Analyst/Associate Governmental Program Analyst, one-half (0.50) FTE Attorney, and one-half (0.50) FTE Accounting Officer, to be established and housed at DHCS, to support the reported expenditures submission process for obtaining federal reimbursement under this Agreement.
3. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its MCIP eligible beneficiaries.

B. General Responsibilities

1. Upon compliance with all applicable provisions of this Agreement and applicable laws, the County may send its MCIP eligible beneficiaries to Medical providers to receive MCIP services.

2. The County shall reimburse DHCS pursuant to Paragraph A with funds from the County's General Fund, or from any other funds allowed under federal law and regulation.
3. In the event of a federal deferral or disallowance applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within fourteen days.

11. Amendments

Amendments to this Agreement shall be in writing signed by the parties to this Agreement, and, if required by state law, by approval of the California Department of General Services. Notwithstanding the previous sentence, any changes made to the contact persons identified in Article 7 may be made by written communication, e-mail to the other contact person or persons and without formal amendment.

12. Termination and Agreement Disputes

- A. This Agreement may be terminated by either party upon written notice given at least 30 days prior to the termination date. Notice shall be addressed to the respective parties as identified in Article 7. The County shall remain obligated after the termination date to pay for all MCIP administrative costs incurred by DHCS for periods in which the County participated in the MCIP.
- B. This Agreement shall terminate upon cessation of the MCIP. The County shall remain obligated after the termination date to pay for all of the County's apportioned share of MCIP administrative costs incurred by DHCS for periods in which the County participated in MCIP.
- C. Termination of this Agreement will automatically terminate the County's MCIP Evergreen PA.

13. General Provisions

- A. Indemnification. It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all reported expenditures, liability, loss, or expense (including reasonable attorney fees) for injuries or damage to any person, any property, or both which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the County, its officers, employees, or agents.
- B. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous

- sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Article 11, or it shall be terminated pursuant to Article 12.
- C. Records. DHCS and the County shall maintain and preserve all records relating to this Agreement for a period of three years from DHCS' receipt of the last payment of FFP, or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities of DHCS or the County provided for elsewhere in this Agreement, or in state or federal law.
- D. Compliance with Applicable Laws. All parties performance under this Agreement shall be in accordance with all applicable federal and state laws, including, but not limited to:
1. The Americans with Disabilities Act of 1990, as amended;
 2. Section 504 of the Rehabilitation Act of 1973, as amended;
 3. Title XIX of the Social Security Act;
 4. Welfare and Institutions Code section 14000 et seq.;
 5. Government Code section 53060;
 6. The California Medicaid State Plan;
 7. Applicable laws and regulations related to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination;
 8. The Policy and Procedure Letters, and similar instructions, published with regulatory authority;
 9. Government Code sections 26605.6, 26605.7, and 26605.8;
 10. Penal Code section 5072;
 11. 42 Code of Federal Regulations; and,
 12. Applicable sections of the California Code of Regulations.
- E. Controlling Law and Venue. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of

the State of California. Venue for any action brought concerning this Agreement shall be in any county in which the Attorney General maintains an office.

F. Integration Clause.

1. This Agreement and any exhibits and addendums attached hereto shall constitute the entire Agreement among the parties to it pertaining to the implementation of MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter of this Agreement.
2. Notwithstanding Subparagraph G.1., DHCS Form 9098 or DHCS Form 6208 (whichever is applicable) is incorporated by reference into this Agreement if the County has a DHCS Form 9098 or DHCS Form 6208 on record. Notwithstanding Subparagraph G.1., the terms of the DHCS Form 9098 or DHCS Form 6208 control to the extent there is a conflict with this Agreement, except for Article 10 of this Agreement. If the DHCS Form 9098 or DHCS Form 6208 does not address a matter addressed by this Agreement, then this Agreement controls.

G. Conformance Clause. Any provision of this Agreement in conflict with present or future governing authorities is hereby amended to conform to those authorities and such amended provisions supersede any conflicting provisions in this Agreement. The governing authorities include, but are not limited to the authorities listed in Article 13.D.

H. Waiver. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.

I. Third Party Benefit. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.

J. Conflict of Interest. The County is subject to the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022 and Article 1.1 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to 22 California Code of Regulations, section 51466.

- K. Budget Contingency Clause. If funding associated with MCIP for any SFY is reduced by the State Budget Act, DHCS shall have the option to cancel this Agreement with no liability occurring to the State.

- L. Confidentiality. The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; 42 Code of Federal Regulations, part 431.300; Welfare and Institutions Code section 14100.2; and 22 California Code of Regulations, section 51009; and, the Business Associates Agreement attached and hereby incorporated by reference.

The signatories to this Agreement represent and warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entity.

County of Inyo

Signature: _____

Name: Marilyn Mann

Title: Director, Health and Human Services

Date: _____

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Contracts Section

Signature: _____

Name: _____

Title: _____

Date: _____

**SCHEDULE A
SCOPE OF WORK**

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS)

DHCS agrees to:

1. Calculate the actual costs for administrative accounting, policy development, and data processing maintenance activities, including the indirect costs related to the MCIP program provided by its staff, which is in accordance with the provisions of Section 1903(w) of the Social Security Act and 42 Code of Federal Regulations, part 433, subpart B.
2. Lead the development, implementation, and administration for the MCIP.
3. Submit claims for Federal Financial Participation (FFP) based on Certified Public Expenditures (CPE) from participating MCIP counties.
4. On an annual basis, submit any necessary materials to the federal government to provide assurances that claims for FFP will include only those expenditures that are allowable under federal law.
5. Maintain accounting records to a level of detail that identifies the actual expenditures incurred for personnel services including salary or wages, benefits, and overhead costs for DHCS' staff. Additionally, these records will identify any equipment and all related operating expenses applicable to these positions. Records should include, but not be limited to general expense, rent and supplies for identified staff and managerial staff working specifically on activities or assignments directly related to the MCIP.
6. Ensure that an appropriate audit trail exists within DHCS' records and accounting system and maintain expenditure data as indicated in this Agreement.
7. Designate a person to act as liaison with the County for issues arising from this Agreement. This person shall be identified to the County's contact person for this Agreement.
8. Provide a written response to the County's contact person within 30 days of receiving a written request for information related to the MCIP.
9. Provide the County with accounting, program technical assistance, and training related to the MCIP.
10. Maintain an invoice tracking system for MCIP and provide a report on an annual basis.

11. Establish an annual MCIP administrative cost based on Addendum A.

12. Invoice the County on an annual basis for administrative costs.

ADDENDUM A: MCIP Administrative Costs

The MCIP Administrative Contract is a three-year contract. At the beginning of each calendar year, counties have the opportunity to inform DHCS of their intent to continue participation in MCIP for the upcoming State Fiscal Year (SFY) by completing the MCIP Letter of Intent (LOI).

The methodology for calculating each county's nonfederal share of administrative costs was developed by DHCS in consultation with the California State Association of Counties, County Health Executives Association of California, California Association of Public Hospitals and Health Systems, and the California State Sheriffs' Association. The nonfederal share of administrative costs allocated to each county is based on the following:

- 1) 30% of the total administrative costs will be distributed evenly to participating counties over 50,000 in population. *
- 2) 70% of the total administrative costs will be allocated to participating counties pro-rata based on population. *

**Population data will be obtained from the California Department of Finance, Demographic Estimates*

To account for a cost of living adjustment on a yearly basis after the initial SFY of the current Agreement, DHCS will include a year over year growth factor of 8% to the maximum payable amount of the annual administrative cost for each subsequent SFY. DHCS will invoice participating counties for the nonfederal share of administrative costs annually after the close of the previous fiscal year based on actual administrative costs per the methodology above.



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 7, 2023

Reference ID:
2023-3503

Amendment No. 3 to the Consultant Contract with Water Quality Specialists Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve Amendment No. 3 to the Tecopa Hot Springs Sewer Lagoon Operator contract between the County of Inyo and Water Quality Specialists of Escondido, CA, extending the contract expiration date to June 30, 2024 and increasing the contract by \$5,000 to an amount not to exceed \$14,000, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County has leased the property that the Tecopa Hot Springs Park occupies from the US Bureau of Land Management since June 1, 1961. The facilities are currently operated by a concessionaire, but Inyo County is responsible for the maintenance of the sewer lagoon. In order to continue to operate the lagoon, a licensed water water plant operator must test the water for several constituents periodically. Water Quality Specialists are the licensed operators for the Furnace Creek facilities, so Inyo County enjoys a significant cost savings by utilizing a firm that is already traveling to the area.

FISCAL IMPACT:

Funding Source	General Fund (Parks and Recreation)	Budget Unit	076912
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
N/A			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could refuse to authorize Amendment No. 3, the consultant would cease testing the waste water in the Tecopa Hot Springs Sewer Lagoon, and the restrooms at the Tecopa Hot Springs Campground would need to be closed.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

N/A

ATTACHMENTS:

1. Inyo County Park Pond OM Proposal
2. Water Quality Specialists Contract Amendment 3
3. Water Quality Specialists Contract
4. Water Quality Specialists Contract Amendment 1
5. Water Quality Specialists Contract Amendment 2

APPROVALS:

Greg Waters	Created/Initiated - 2/13/2023
Darcy Ellis	Approved - 2/14/2023
Greg Waters	Approved - 2/16/2023
Michael Errante	Approved - 2/16/2023
Keri Oney	Approved - 2/23/2023
Breanne Nelums	Approved - 2/23/2023
Amy Shepherd	Approved - 2/23/2023
Nate Greenberg	Final Approval - 3/1/2023



Water Quality Specialists

June 13th, 2020

**Inyo County Park Pond
Bloss Road
Tecopa Hot Springs, CA 92389**

Re: Proposal for the operation of the Inyo County Park Pond Wastewater Treatment System

Water Quality Specialists proposes to provide operations personnel necessary for the operation of the Inyo County Park Pond Wastewater Treatment System. A California State Certified Operator, Grade III or higher, will oversee the operations of the WWTS, as the Chief Plant Operator. A California State Certified Operator, Grade II or higher will be assigned as the operator of the WWTS. This project will be covered under our two million dollar general liability policy.

This contract shall be valid based on the following terms and conditions:

1. Water Quality Specialists will operate the Wastewater Treatment System per the Operation and Maintenance Manual.
2. Water Quality Specialists will perform the annual sampling and reporting for the WWTS.
3. Water Quality Specialists will visit the WWTS one (1) time per month.
4. Water Quality Specialists will complete all required reports and submit, on time, to the appropriate governing agencies if applicable. A copy of all reports will be kept at our office.
5. Inyo County will be responsible for all lab costs associated with the annual effluent sampling based on the current Monitoring and Reporting section of the Waste Discharge Permit.
6. Inyo County will be responsible for all costs associated with maintenance, materials, and supplies.
7. Inyo County will be responsible for all costs associated with the pumping of sludge and/or screenings.
8. Water Quality Specialists will provide twenty-four (24) hour emergency response. Emergencies requiring a physical response will be billed at the rate of \$125.00 per hour including travel.
9. Water Quality Specialists will report any changes in the plant status: repairs to equipment, additional chemicals, etc., to Inyo County staff immediately.



Water Quality Specialists

10. Inyo County will be responsible for all costs associated with repairs or replacement of motors, blowers, communication equipment, chemicals, electricity, electrical controls, painting, grading, crane services, etc.
11. Inyo County will be responsible for all sewer line maintenance.
12. Water Quality Specialists shall not be held liable for any fines levied against the above-mentioned Wastewater Treatment System involving operations, beyond the control of the Water Quality Specialists Operator.

For the above-mentioned scope of work, the monthly fee will be \$250.00, which will be invoiced on the 1st of each month for services provided the month prior. This contract will be valid for a one (1) year period.

A signature and date below, of a legal representative of Inyo County, constitutes the acceptance of this proposal.

Cameron Coombs

Cameron Coombs
Water Quality Specialists

For: Inyo County

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
WATER QUALITY SPECIALISTS
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
WATER QUALITY SPECIALISTS, of ESCONDIDO, CALIFORNIA
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated AUGUST 10, 2020, on County of Inyo Standard
Contract No. 116, for the term from AUGUST 1, 2020 to JULY 31, 2021.

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:

Note: Amendment #1 extended the agreement from July 31, 2021 to July 31, 2022
Amendment #2 extended the agreement from July 31, 2022 to January 31, 2023

1. Paragraph 2. Term is amended to read as follows:

"The term of this Agreement shall be extended from January 31, 2023 to June 30, 2024

2. Paragraph 3.D. Limit upon amount payable under Agreement as follows:

"The total sum of all payments made by the County to Contractor for services and work performed under this agreement shall
not exceed Fourteen Thousand Dollars (\$14,000) (hereinafter referred to as the "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.

The effective date of this Amendment to the Agreement is January 31, 2023.

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

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
WATER QUALITY SPECIALISTS
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



Water Quality Specialists

February 1st, 2023

**Inyo County Park Pond
Bloss Road
Tecopa Hot Springs, CA 92389**

Re: Proposal for the operation of the Inyo County Park Pond Wastewater Treatment System

Water Quality Specialists proposes to provide operations personnel necessary for the operation of the Inyo County Park Pond Wastewater Treatment System. A California State Certified Operator, Grade III or higher, will oversee the operations of the WWTS, as the Chief Plant Operator. A California State Certified Operator, Grade II or higher will be assigned as the operator of the WWTS. This project will be covered under our two-million-dollar general liability policy.

This contract shall be valid based on the following terms and conditions:

1. Water Quality Specialists will operate the Wastewater Treatment System per the Operation and Maintenance Manual.
2. Water Quality Specialists will perform the annual sampling and reporting for the WWTS.
3. Water Quality Specialists will visit the WWTS one (1) time per month.
4. Water Quality Specialists will complete all required reports and submit, on time, to the appropriate governing agencies if applicable. A copy of all reports will be kept at our office.
5. Inyo County will be responsible for all lab costs associated with the annual effluent sampling based on the current Monitoring and Reporting section of the Waste Discharge Permit.
6. Inyo County will be responsible for all costs associated with maintenance, materials, and supplies.
7. Inyo County will be responsible for all costs associated with the pumping of sludge and/or screenings.
8. Water Quality Specialists will provide twenty-four (24) hour emergency response. Emergencies requiring a physical response will be billed at the rate of \$125.00 per hour including travel.
9. Water Quality Specialists will report any changes in the plant status: repairs to equipment, additional chemicals, etc., to Inyo County staff immediately.



Water Quality Specialists

10. Inyo County will be responsible for all costs associated with repairs or replacement of motors, blowers, communication equipment, chemicals, electricity, electrical controls, painting, grading, crane services, etc.
11. Inyo County will be responsible for all sewer line maintenance.
12. Water Quality Specialists shall not be held liable for any fines levied against the above-mentioned Wastewater Treatment System involving operations, beyond the control of the Water Quality Specialists Operator.

For the above-mentioned scope of work, the monthly fee will be \$256.00, which will be invoiced on the 1st of each month for services provided the month prior. This contract will be valid for a seventeen (17) month period.

A signature and date below, of a legal representative of Inyo County, constitutes the acceptance of this proposal.

Cameron Coombs

Cameron Coombs
Water Quality Specialists

For: Inyo County

AGREEMENT BETWEEN COUNTY OF INYO

AND Water Quality Specialists
FOR THE PROVISION OF Tecopa Wastewater Treatment System Operations **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the wastewater treatment operation: services of Water Quality Specialists of Escondido, 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 Michael Errante, whose title is: Public Works Director. 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 August 1, 2020 to July 31, 2021 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 three thousand Dollars

(\$3,000) (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	
Parks and Recreation	Department
<u>163 May St.</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
Water Quality Specialists	Name
<u>511 Venture St.</u>	Address
<u>Escondido, CA 92029</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 Water Quality Specialists
FOR THE PROVISION OF Tecopa Wastewater Treatment System Operations **SERVICES**

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

COUNTY OF INYO

By: 
Signature

CLINT G. QUINTER
Print or Type Name

Dated: 8/10/20

CONTRACTOR

By: See next page
Signature

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

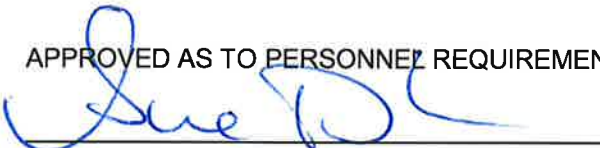


APPROVED AS TO ACCOUNTING FORM:



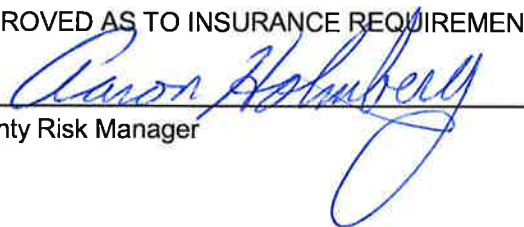
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND Water Quality Specialists
FOR THE PROVISION OF Tecopa Wastewater Treatment System Operations SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: Cameron Coombs
Signature

Print or Type Name

Cameron Coombs

Print or Type Name

Dated: _____

Dated: 8-10-20

APPROVED AS TO FORM AND LEGALITY:

County Counsel

[Signature]

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 Water Quality Specialists
FOR THE PROVISION OF Tecopa Wastewater Treatment System Operations **SERVICES****

TERM:

FROM: 8/1/20 **TO:** 7/31/21

SCOPE OF WORK:

See attached proposal

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Water Quality Specialists
FOR THE PROVISION OF Tecopa Wastewater Treatment System Operations **SERVICES****

TERM:

FROM: 8/1/20 **TO:** 7/31/21

SCHEDULE OF FEES:

See attached proposal

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Water Quality Specialists
FOR THE PROVISION OF Tecopa Wastewater Treatment System Operations SERVICES**

TERM:

FROM: 8/1/20

TO: 7/31/21

SEE ATTACHED INSURANCE PROVISIONS



Water Quality Specialists

June 13th, 2020

**Inyo County Park Pond
Bloss Road
Tecopa Hot Springs, CA 92389**

Re: Proposal for the operation of the Inyo County Park Pond Wastewater Treatment System

Water Quality Specialists proposes to provide operations personnel necessary for the operation of the Inyo County Park Pond Wastewater Treatment System. A California State Certified Operator, Grade III or higher, will oversee the operations of the WWTS, as the Chief Plant Operator. A California State Certified Operator, Grade II or higher will be assigned as the operator of the WWTS. This project will be covered under our two million dollar general liability policy.

This contract shall be valid based on the following terms and conditions:

1. Water Quality Specialists will operate the Wastewater Treatment System per the Operation and Maintenance Manual.
2. Water Quality Specialists will perform the annual sampling and reporting for the WWTS.
3. Water Quality Specialists will visit the WWTS one (1) time per month.
4. Water Quality Specialists will complete all required reports and submit, on time, to the appropriate governing agencies if applicable. A copy of all reports will be kept at our office.
5. Inyo County will be responsible for all lab costs associated with the annual effluent sampling based on the current Monitoring and Reporting section of the Waste Discharge Permit.
6. Inyo County will be responsible for all costs associated with maintenance, materials, and supplies.
7. Inyo County will be responsible for all costs associated with the pumping of sludge and/or screenings.
8. Water Quality Specialists will provide twenty-four (24) hour emergency response. Emergencies requiring a physical response will be billed at the rate of \$125.00 per hour including travel.
9. Water Quality Specialists will report any changes in the plant status: repairs to equipment, additional chemicals, etc., to Inyo County staff immediately.



Water Quality Specialists

10. Inyo County will be responsible for all costs associated with repairs or replacement of motors, blowers, communication equipment, chemicals, electricity, electrical controls, painting, grading, crane services, etc.
11. Inyo County will be responsible for all sewer line maintenance.
12. Water Quality Specialists shall not be held liable for any fines levied against the above-mentioned Wastewater Treatment System involving operations, beyond the control of the Water Quality Specialists Operator.

For the above-mentioned scope of work, the monthly fee will be \$250.00, which will be invoiced on the 1st of each month for services provided the month prior. This contract will be valid for a one (1) year period.

A signature and date below, of a legal representative of Inyo County, constitutes the acceptance of this proposal.

Cameron Coombs

**Cameron Coombs
Water Quality Specialists**

For: Inyo County



WATEQUA-01

ANGELAMERIDETH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	CONTACT NAME:	
	PHONE (A/C, No, Ext): (714) 505-5550	FAX (A/C, No): (714) 975-8966
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Admiral Insurance Company	24856
INSURED Water Quality Specialists 511 Venture St. Escondido, CA 92029	INSURER B : National Fire & Marine Insurance Company	20079
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	FEIECC1628507	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			72APS094738	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			FEIEXS1628607	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	DED \$ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability			FEIECC1628507	7/1/2020	7/1/2021	Claims Made/Aggr 2,000,000
A	Prof'l Liability			FEIECC1628507	7/1/2020	7/1/2021	Claims Made/Aggr 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Operations as usual to Named Insured

If required by written contract, Inyo County, its officers, officials, employees and volunteers are named as Additional Insured as respects the General Liability per the attached endorsement. Primary and Non-Contributory wording and Waiver of Subrogation included.

30-day Notice of Cancellation except 10-day for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

County of Inyo, Parks and Recreation 163 May Street Bishop, CA 93514	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;
 - in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

 - 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**Additional Insured – Owners, Lessees or Contractors –
Completed Operations**

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



Water Quality Specialists
Endorsement Number: 16

**Automatic Primary and Non-Contributory
Insurance Endorsement
Designated Work Or Project(s)**

This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTORS POLLUTION LIABILITY COVERAGE
PROFESSIONAL LIABILITY COVERAGE

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.



Water Quality Specialists
Endorsement Number: 6

Automatic Waiver of Subrogation Endorsement

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AU Insurance Services 10825 Old Mill Rd Omaha, NE 68154 (877) 234-4420	CONTACT NAME: PHONE (A/C, No, Ext): (877) 234-4420 FAX (A/C, No): (877) 234-4421 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #																					
INSURED Water Quality Specialists 511 Venture St Escondido, CA 92029-1213 CTL 1273 1612804	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>California Insurance Co.</td> <td>38865</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	California Insurance Co.	38865	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
<input type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
<input type="checkbox"/>	CLAIMS MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
<input type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT				PRODUCTS - COMP/OP AGG \$
<input type="checkbox"/>	LOC						\$
	AUTOMOBILE LIABILITY						
<input type="checkbox"/>	ANY AUTO	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/>	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
<input type="checkbox"/>	SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
<input type="checkbox"/>	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>	NON-OWNED AUTOS						\$
	UMBRELLA LIAB						
<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	DEDUCTIBLE						AGGREGATE \$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					<input checked="" type="checkbox"/> WC STATU-TORY LIMITS
	If yes, describe under SPECIAL PROVISIONS below	Y	N/A	46-876424-01-07	09/01/2019	09/01/2020	OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
 *10 day notice of cancellation for non-payment of premium. All Operations.

CERTIFICATE HOLDER**CANCELLATION**

County of Inyo, Parks and Recreation
 163 May Street
 Bishop, CA 93514

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  0D78336

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
WATER QUALITY SPECIALISTS FOR THE PROVISION OF
TECOPA WASTEWATER TREATMENT SYSTEM OPERATIONS

WHEREAS, the County of Inyo (hereinafter referred to as "County") and **Water Quality Specialists** (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of **Tecopa Wastewater Treatment System Operations** dated **August 10, 2020**, on County of Inyo Standard Contract No. 116, for the term **August 1, 2020 to July 31, 2021**.

WHEREAS, County and Officer 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 Officer hereby amend such Agreement as follows:

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

"The term of this Agreement shall be from August 1, 2021 to July 31, 2022, unless sooner terminated as provided below."

\\\ INTENTIONALLY BLANK ///

The effective date of this Amendment to the Agreement is July 31, 2021.
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
WATER QUALITY SPECIALISTS FOR THE PROVISION OF
TECOPA WASTEWATER TREATMENT SYSTEM OPERATIONS

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

COUNTY OF INYO

By: Leslie L. Chapman
Dated: 7/30/21

CONTRACTOR

By: Cameron Coombs
Signature
Cameron Coombs
Type or Print Name
7-30-21
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Grace Chukha
County Counsel

Taxpayer's Identification or Social Security Number:
45-5507434

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Joe DC
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Arnon Holmberg
County Risk Manager

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

FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

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

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

County and Contractor hereby amend such Agreement as follows:

The effective date of this Amendment to the Agreement is _____.

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

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
30th DAY OF March, 2022.

COUNTY OF INYO

By: Justie L. Chapman CAO

Dated: March 30, 2022

CONTRACTOR

By: Cameron Coombs
Signature

Cameron Coombs
Type or Print

Dated: 3/9/2022

APPROVED AS TO FORM AND LEGALITY:

Trace Churchla
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Caron Holmberg
County Risk Manager



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 7, 2023

Reference ID:
2023-3494

Updated Travel and Expense Reimbursement Policy Auditor-Controller ACTION REQUIRED

ITEM SUBMITTED BY

Amy Shepherd, Auditor/Controller

ITEM PRESENTED BY

Amy Shepherd, Auditor/Controller

RECOMMENDED ACTION:

Approve Resolution No. 2023-07 titled, "A Resolution of the Supervisors of the County of Inyo, State of California, Rescinding Resolution 98-24, and Establishing a Travel and Expense Reimbursement Policy for Inyo County Officers and Employees," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Travel is a necessary and important part of performing County business. There may be a variety of reasons that require County officials and employees to travel, including but not limited to routine work inspections, educational conferences, required training, and transportation of clients. To ensure the County's limited resources are expended in a manner that maximizes the public benefit and fairly reimburses our employees, the County uses a Travel and Expense Reimbursement Policy. The purpose of the policy is to establish uniform travel and business expense reimbursement policies, rules and claim procedures for conducting County business. The "Inyo County Travel and Expense Reimburse Policy" mandates and provides guidelines by establishing the basic foundation of rules and requirements that departments must follow.

The existing "Inyo County Travel Reimbursement Policy" was last updated in 1998 and is over 25 years old. The existing policy was in need of an update to streamline business practices and restrictive administrative controls, change outdated language, re-affirm compliance with current laws and regulations. The process to update this policy was a group effort between the Auditor-Controller's Office and the County Administrative Office. After the policy was drafted, a review team was assembled including County Counsel, Personnel, CAO, and Auditor-Controller. Following the preparation of the final draft, Personnel met and conferred with the bargaining groups regarding the changes in the policy and received the ok to move forward with no additional changes. Your Board's approval of this policy will be the final step in updating this policy.

FISCAL IMPACT:

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

The changes associated with this policy should not have a significant fiscal impact.
Future Fiscal Year Impacts
The changes associated with this policy should not have a significant fiscal impact.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to adopt the updated Inyo County Travel and Expense Reimbursement Policy, which would result in the County continuing to follow the existing policy that has been in place since 1998. However, since our current "Travel and Expense Reimbursement Policy" is over 25 years old, it is not recommended. The current policy is outdated and needs to be updated to ensure the County is applying efficient and fair policy across the organization.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Administration, County Counsel, & Personnel

ATTACHMENTS:

1. 2023 Resolution & Updated Travel Policy
2. Resolution 98-24

APPROVALS:

Amy Shepherd	Created/Initiated - 2/24/2023
Nate Greenberg	Approved - 2/26/2023
Darcy Ellis	Approved - 2/26/2023
Keri Oney	Approved - 2/27/2023
John Vallejo	Approved - 2/28/2023
Amy Shepherd	Approved - 2/28/2023
Nate Greenberg	Final Approval - 2/28/2023

RESOLUTION NO. 2023 - _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF INYO, STATE OF CALIFORNIA,
RESCINDING RESOLUTION 98-24, AND ESTABLISHING A TRAVEL AND
EXPENSE REIMBURSEMENT POLICY
FOR INYO COUNTY OFFICERS AND EMPLOYEES**

WHEREAS, the Board of Supervisors of the County of Inyo established rules and regulations concerning travel, lodging and meal reimbursement by Resolution 98-24; and

WHEREAS, it has become necessary to revise these rules and regulations by rescinding Resolution 98-24.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Inyo as follows:

1. Resolution 98-24 is hereby rescinded.
2. Unless otherwise prohibited by law, policy of said Board concerning travel on County business by County officers, department heads, and employees shall be governed by the rules and regulations attached hereto as Exhibit A.

PASSED AND ADOPTED this _____ day of _____, 2023, by the following vote:

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

JENNIFER ROESER, Chairperson
Inyo County Board of Supervisors

ATTEST: Nathan Greenberg
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board

Exhibit A

Inyo County Travel and Expense Reimbursement Policy
Adopted Per Inyo County Resolution 23-XXX

1. PURPOSE

The purpose of this policy is to establish uniform travel and business expense reimbursement policies, rules and claim procedures for persons authorized to conduct County business. The policy ensures that the County's limited resources are expended in a manner that maximizes the public benefit.

2. SCOPE

The County travel and expense reimbursement policy applies to all County Employees, Department Heads and Elected Officials and volunteers traveling on County business.

3. DEFINITIONS

Unless the context otherwise requires, the definitions contained in this part govern the construction of this policy. They do not necessarily apply in other County contexts.

3.1 ACCOUNTABLE EXPENSE REIMBURSEMENT PLAN

Reimbursements of travel and other business expenses to a County Traveler, will be made under an "Accountable Expense Reimbursement Plan" per the IRS if the following three requirements are met:

The person substantiates his or her expenses by submitting an expense report with

- 1) The amount of the expenditure;
- 2) The time and place of the travel; and
- 3) The business purpose of the expenditure.

3.2 COUNTY

"County" means the County of Inyo.

3.3 COUNTY BUSINESS

"County business" means the activity directly related to the ordinary, necessary and/or required business functions of the County of Inyo ("County").

3.4 COUNTY TRAVELER

"County Traveler" means any County officer or County employee, including temporary workers and volunteers. . Elections Clerks and Poll Workers are excluded as they are paid independently through Elections Guidelines and Policy. Independent contractors and their employees are not considered County employees.

3.5 DAY

“Day” means the County Traveler’s workday. Example: If a County Traveler’s workday is scheduled as a 10-hour shift, then one day for that County Traveler is 10 hours.

3.6 DESIGNEE

“Designee” is the department director, deputy director or division manager as designated by the Department Head.

3.7 END OF DAY

“End of Day” means the actual place that the County Traveler spends the night.

3.8 HOME

"Home" means the actual dwelling place of the County Traveler without regard to any other legal or mailing address.

3.9 OWENS VALLEY AREAS

“Owens Valley” means the area located from Inyo County border at Pearsonville to Inyo County Border at Bishop along Hwy 395. Tecopa/Shoshone, Trona and Death Valley areas are excluded from this area.

3.10 LONG-TERM TRAVEL

"Long-Term Travel" means the employee shall be away from County on travel for a period of 7 days or greater, including weekends.

3.11 MAIN OR REGULAR PLACE OF WORK

"Main or regular place of work" means the principal place of business for the County Traveler or the principal location to which the County volunteer is assigned to work for the County. This may be the place at which he/she spends the largest portion of his/her regular County workday or working time or, in the case of field workers, the assigned location/headquarters to which they return upon completion of regular or special assignments.

3.13 PER DIEM

Per diem means **“for each day.”** This is an allowance given as a fixed amount of money to cover daily living expenses. The County of Inyo pays per diem to cover meals and incidental expenses for each day of travel.

3.14 TEMPORARY WORK LOCATION

"Temporary work location" means the place where the County Traveler is assigned on an irregular or short-term basis. If a County Traveler is assigned to a work location for no more than 35 workdays during a calendar year, then the location is considered temporary. Attending conferences, meetings, or training sessions away from the main or regular place of work by

County Travelers or volunteers, or field workers conducting fieldwork at off-site locations, does not normally constitute assignment to another site. If the County Traveler is assigned for more than 35 workdays during the calendar year, the new location has become the main or regular place of work. During the detail, an employee continues to encumber and receive the salary and entitlements of the position from which detailed (i.e., the official position of record). At the end of the detail, the employee shall return to the official location of record.

3.15 VEHICLE

"Vehicle" means a motor vehicle which can be legally operated on public highways.

4. **AUTHORIZATION TO TRAVEL - GENERAL CONDITIONS**

- 4.1 Travel will be authorized only when the travel is necessary and in the best interest of the County.
- 4.2 In all travel, County officials and County Travelers are expected to secure overnight accommodations and expenses based on the most efficient, direct, and economic means.
- 4.3 County Travelers are authorized to travel within the County when said travel is required by the department and is considered a part of the routine, day-to-day official duties of the County Traveler as defined and authorized by the Department Head or his/her designee. All other in-County travel requires advance authorization by the Department Head or his/her designee.
- 4.4 Meetings, conferences, and training sessions should be scheduled to minimize overnight travel and related cost. Department's travel budget and benefit to the County shall be considered.
- 4.5 No travel shall occur if the Department has exceeded its annual budgeted travel line item.
- 4.6 Pursuant to GC 21224, Retired Annuitants shall not receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.
- 4.7 All travel outside of the County requires advance authorization by the Department Head, or his/her designee.
- 4.8 County Travelers whose travel is required by the department in the performance of its primary function and is during the County Traveler's regularly assigned duties shall obtain prior authorization from the County Administrative Officer or his/her designee in the following situations:
 - 1) All Travel in Personal Vehicle (including private air flight).
 - 2) All Travel where a family member intends to accompany the County Traveler in a County owned/operated vehicle.
 - 3) All Travel by a County Traveler that exceeds the departmental travel budget. The department must submit the plan of action for reconciling the overage prior to the travel expense being incurred.

5. **TRAVEL REQUESTS**

Travel requests that require authorization from the Department Head, or his/her designee, shall be submitted to the Department Head, or his/her designee, pursuant to department policy.

6. **IN-COUNTY TRAVEL FOR ONE WORKDAY OR LESS (SINGLE-DAY TRAVEL)**

6.1 Travel within the County for one workday or less shall be authorized by the Department Head or his/her designee.

6.2 When the County Traveler's primary work location is in the Owens Valley Area, there shall be no reimbursement for per diem or travel expense when traveling within the Owens Valley Area. This includes temporary assignment to other area or office.

6.3 Reimbursement is authorized for per diem or travel expense when County Traveler's primary work location is in Owens Valley Area and they travel to Tecopa/Shoshone or Death Valley Area, or in Tecopa/Shoshone or Death Valley Area and they travel to the Owens Valley Area. This includes temporary assignment to other area or office.

6.4 The maximum daily per diem rate for meals and incidental expenses is the federal rate for each jurisdiction, which is adjusted annually in October and is posted on the federal General Services Administration website (www.gsa.gov).

6.5 For each single day of travel, the County Traveler shall be paid for one full day at the Inyo County rate regardless of where the employee resides.

6.6 Payment for Single-Day Travel per diem is considered taxable earnings and shall be paid through regular County Payroll.

7. **OUT OF COUNTY TRAVEL FOR ONE WORKDAY OR LESS (SINGLE-DAY TRAVEL)**

Travel outside the County shall be approved by the Department Head or his/her designee when:

- 1) Such travel is required by the department in the performance of its primary function and is during the County Traveler's regularly assigned duties.
- 2) Maximum duration of the trip is one day.

7.1 There shall be no reimbursement for expenses incurred when the travel out of the County is not greater than 75 miles from the regular workplace. This includes temporary assignment to other area or office.

7.2 For out-of-County travel, greater than 75 miles from the regular workplace and the County traveler's actual time for the day is estimated to have them traveling on the road for time that exceeds 12 hours (including work time, the lunch period and round-trip travel time), then the County Traveler will have the option of securing one night's lodging at either the front-end or

back-end of the trip. In consideration of the employee's safety, if circumstances change which would require the employee to consider overnight travel rather than the originally approved day travel, this would be allowed without prior approval.

Example: A County Traveler who resides in Inyo County is required to attend a one-day business meeting in Bakersfield. The County Traveler estimates that his/her total time for the day without obtaining lodging would be 14 hours (8 hours of meetings, 1 hour for lunch and 5 hours for round-trip travel). The County Traveler will have the option of securing one night's lodging in Bakersfield, either the night before the meeting or after conclusion of the meeting.

- 7.3 The maximum daily per diem rate for meals and incidental expenses is the federal rate for each jurisdiction, which is adjusted annually in October and is posted on the federal General Services Administration website (www.gsa.gov).
- 7.4 For each single day of travel, the County Traveler shall be paid for one full day at the Inyo County rate regardless of where the employee resides.
- 7.5 Payment for Single-Day Travel per diem is considered taxable earnings and shall be paid through regular County Payroll.

8. **IN- AND OUT-OF-COUNTY TRAVEL EXCEEDING ONE DAY (OVERNIGHT TRAVEL)**

- 8.1 In- and Out- of -County Travel which exceeds one day and involves reimbursable expenses shall be approved by the Department Head, or his/her designee. *The following are examples:*
 - 1) Conferences or conventions.
 - 2) Professional or County Association meetings.
 - 3) Training or in-service sessions.
 - 4) Educational meetings.
 - 5) Normal work duties require out of County travel.
- 8.2 Travel within the County exceeding one day shall be approved in the same manner as for travel outside the County, with the same applicable reimbursement rates for lodging, meals, incidental expenses, and transportation as stated in sections 10, 11, 12 and 13, following.

9. **LONG-TERM TRAVEL AND TEMPORARY WORK ASSIGNMENTS**

- 9.1 Long-Term Travel and Temporary Work Assignments shall follow the other requirements for travel reimbursement with the following exceptions/additions:
 - 1) Lodging is authorized in range from dormitory, hotel, private room depending on the needs of the department.

- 2) An employee is not required to share a room with another employee except in the circumstances of an Academy Environment, where the employee may be assigned a shared room in a dormitory.
- 3) An employee shall not be required to utilize sharing of vehicles. Both County Motor Pool and Personal Vehicle may be authorized. Authorized County travelers using a personal vehicle shall require the advance written approval of the County Administrative Officer, pursuant to Driver's License and Insurance Guidelines, section 16.
- 4) The County Traveler shall only be eligible for mileage reimbursement of a personal vehicle one time "down and back" from his/her work/residence to the training. This shall be regardless of how many times the county traveler chooses to return home on personal business.
- 5) Per diem shall be provided for every day including weekends, regardless of where the employee chooses to lodge while on personal business. The per diem shall be calculated at the GSA per diem rate of the location of lodging provided by the County.

9.2 Reimbursement shall be paid with applicable reimbursement rates for lodging, meals, incidental expenses, and transportation as stated in sections 10, 11, 12 and 13, following.

10. REIMBURSEMENT FOR TRANSPORTATION

- 10.1 Travel will be by the most efficient, direct, and economical means. County automobiles shall be used whenever available, but when necessary, the use of private automobiles may be authorized. Authorized private vehicle usage shall be reimbursed at the rate allowed under prevailing Internal Revenue Service rules and regulations for business use of a personal vehicle in effect in the County at the time of travel. Reimbursement for expenses shall be determined in accordance with the Claim Procedure, section 16.
- 10.2 Authorized County Travelers using a personal vehicle shall require the advance written approval of the County Administrative Officer, pursuant to Driver's License and Insurance Guidelines, section 16.
- 10.3 Authorized County Travelers who travel in a County vehicle may not claim mileage but may claim reimbursement of actual fuel expenses necessary for the trip that were expended by the traveler. Receipts are required and should be claimed by the County Traveler paying the expense. County Traveler shall follow County Motor Pool policies.
- 10.4 Authorized County Travelers may not claim mileage for business use of a private vehicle in the following instances:
 - 1) When the County Traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the County or another source;
 - 2) When the County Traveler is traveling in a County or other government agency vehicle;
 - 3) When the County Traveler is traveling in a rented vehicle (paid by County);

- 4) When the County Traveler has been assigned a County Vehicle for home retention and/or is receiving an allowance or lump sum for mileage, unless specifically provided for in the terms of his/her agreement or contract with the County or by Board resolution.
- 10.5 A County Traveler receiving an automobile allowance who utilized a County vehicle shall be paid according to their employment contract.
- 10.6 County Traveler mileage to the temporary work location from home, and back, is considered commuting and may not be claimed except in the following cases:
- 1) If the County Traveler is required to report to the regular or main place of work before reporting to the temporary work location.
 - 2) If the County Traveler is required to report to the regular or main place of work after working at the temporary work location and before going home.
- 10.7 Members of personnel interview panels may claim mileage to the panel location from his/her regular or main place of work, and back.
- 10.9 If a County Traveler chooses to use a private vehicle instead of an alternative mode of transportation chosen by the Department Head or his/her designee because of personal preferences or obligations, his/her mileage reimbursement shall not be granted.
- 10.10 County Travelers traveling by private aircraft which is flown by a County Traveler may be authorized if it will be the most efficient means of travel and the flight is incidental to the purpose of the County travel. Said use shall require the advance written approval of the County Administrative Officer. The Department Head shall also consider financial consequences versus the value of employee's time when using air travel. County Travelers flying his/her own aircraft shall be reimbursed at the same per-mile rate as that allowed by the Internal Revenue Service for a private automobile. If approved, the following must be provided to the Auditor-Controller's Office in advance of the travel:
- 1) A copy of the pilot's Federal Aviation Administration (FAA) pilot's certificate and instrument rating for the category and class of aircraft to be flown and the type of flying to be performed.
 - 2) A copy of the pilot's current medical certificate.
 - 3) A copy of the FAA Pilot Proficiency Award Program certificate issued to the pilot within the twelve months prior to the flight.
 - 4) A copy of the pilot's flight log showing a minimum of 250 hours of flight time within the twelve months prior to the flight.
 - 5) Comprehensive liability insurance coverage in the amount of \$1,000,000 prior to using the aircraft to conduct County business. Evidence of insurance shall be provided to the County Risk Manager.
- 10.11 County Travelers traveling by commercial aircraft may be authorized if it will be the most efficient means of travel and the flight is incidental to the purpose of the County travel. The

Department Head shall consider both the financial consequences and the value of employee's time when using air travel.

- 10.12 Reimbursable mileage shall be calculated from where the County Traveler begins his/her business travel. This may be his/her place of employment or home.
- 10.13 Travel exceeding one day may include reimbursement for mileage "in and around" the destination. Mileage should be reasonable in consideration of the accommodations. Additional backup may be requested.
- 10.14 Reimbursable mileage will require a map documenting the established distances. If mileage being requested is over the stated miles on the map and is not including "in and around" mileage, the Auditor-Controller may ask for additional explanation. Additional miles traveled could be a result of poor weather, road closures, and detours. The "per mile" reimbursement shall be at the standard rate for business use specified by the IRS (www.irs.gov). This rate is usually adjusted annually in January of each year.

11. REIMBURSEMENT FOR MEAL AND INCIDENTAL EXPENSES

- 11.1 Meals and incidental expenses shall be reimbursed at the rate allowed under the prevailing Internal Revenue Service rules and regulations. The maximum daily per diem rate for meals and incidental expenses is the federal rate for each jurisdiction, which is adjusted annually in October and is posted on the federal General Services Administration website (www.gsa.gov). Information about any area not listed shall use the standard rate.
- 11.2 Travel Day(s): On the first and last day of travel extending multiples days, the County Traveler will be reimbursed one-half of the meal and incidental (M&IE total) per diem for each of the days they are solely traveling on County business. This travel day is the day before and day after the business event. The County Traveler may be reimbursed for the full day of travel when the County Traveler has business or training event on the same day that he/she are going to or returning from the travel event.
- 11.3 County travelers may be authorized by the Department Head, or designee, to lodge overnight as a guest of friends or relatives. A memorandum from the County Traveler stating the zip code of the location of lodging shall be provided as backup.
- 11.4 There shall be no reimbursement for any expenses incurred when the overnight travel does not exceed 75 miles from the County traveler's regular workplace. This includes any temporary assignment.

12. REIMBURSEMENT FOR LODGING

- 12.1 The Department Head or his/her designee is responsible for ensuring that the most cost-effective lodging is selected. Lodging accommodations should be moderate considering location,

safety, and availability. It is authorized for lodging accommodations to be at the hotel where the training or conference is located. It is recognized that rates for conference negotiated hotels may be more or less than the standard hotel rate. Conference/seminar rates will be accepted with proper documentation. If excessive or extraordinary lodging costs are incurred, justification may be required. Reimbursement for expenses shall be determined in accordance with the Claim Procedure, section 16.

- 12.2 In the event that the County Traveler chooses to lodge at a different location or upgrade to a higher-cost room where the cost is in excess of the reasonable and justified travel/business costs: Upon the completion of the travel, the County will reimburse up to the cost of the reasonable and justified cost and the County Traveler would be responsible for payment of all charges in excess of the County's authorized amount. Example: The Conference is offering a room for \$200 per night. The County Traveler chooses for non-business reasons to upgrade to a suite. The suite is \$350 per night. The County would reimburse the County Traveler for the \$200 per night cost.
- 12.3 An original room folio or lodging receipt, showing the number of days and the number of occupants, is required for lodging claims. The receipt needs to detail all expense being requested for reimbursement.
- 12.4 Special lodging, such as accommodations in apartments, RV parks, campgrounds, or other semi-permanent lodgings, shall require advance written authorization of the County Administrative Officer, or their designees.
- 12.5 Except when registering for lodging at a pre-arranged group rate in conjunction with a conference or meeting, County Travelers shall request the government rate or lowest available eligible rate whenever possible when making lodging arrangements.
- 12.6 County travelers should inquire when making lodging arrangements whether the County is exempt from Transient Occupancy Taxes (TOT) in the locale where they are staying and should provide the necessary form to the lodging facility if required to do so to obtain the waiver.
- 12.7 Travelers are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Travelers will not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room.
- 12.8 When multiple County Travelers are traveling together and the rooms are put on one invoice, one traveler may take care of the invoice but should provide the details on who stayed in each room on the invoice.
- 12.9 County Travelers are not eligible to claim reimbursement of lodging costs when staying overnight as a guest of friends or relatives.

13. **REIMBURSEMENT FOR MISCELLANEOUS TRAVEL EXPENSES**

- 13.1 In addition to reimbursement for meals and incidental expenses, the County will reimburse certain other expenses. These include registration fees, parking fees, ferry, bridge and road tolls, bus and taxi fares, and business communications. Reimbursement for expenses shall be determined in accordance with the Claim Procedure, section 16.
- 13.2 There shall be no reimbursement for any personal expenses such as laundering, cleaning, and pressing of clothes; fees and tips for services; safekeeping; in-room snack bar, water or movies; alcoholic beverages; personal telephone calls; traffic tickets or fines and access charges.
- 13.3 Conference, convention, and seminar registration and tuition fees may be claimed at the actual cost, provided that the agenda/brochure or other documentation describing the event, including the price, accompanies the approved claim to the Auditor-Controller's office.
- 13.4 Internet charges for laptop or mobile device use when traveling on County business must be for business purposes and approved by the Department Head, or his/her designee.

14. **REIMBURSEMENT FOR ELECTED BOARD OF SUPERVISORS**

- 14.1 Elected Board of Supervisors members shall be reimbursed for travel expenses in the same manner as any other County Traveler in accordance with sections 10, 11, 12 and 13 of this County policy.
- 14.2 Elected Board of Supervisors members shall be reimbursed for actual and necessary expenses incurred in the performance of official duties and current committee assignments. *Some examples of qualified travel expenses would be:*
 - 1) LADWP Standing Committee Meeting
 - 2) Rural County Representatives of California (RCRC) Conferences and Meetings
 - 3) California State Association of Counties (CSAC) and National Association of Counties (NACo) Conferences and Meetings
- 14.3 The Elected Board of Supervisor members have two options for in-County mileage reimbursement. A form will be provided, and the Supervisors will make their selection annually, at the beginning of each fiscal year.

Option 1: The County shall reimburse in-County mileage for each business mile traveled.

 - 1) This is an accountable plan and reimbursement for expenses shall be determined in accordance with the Claim Procedure, section 16 of this policy.
 - 2) This shall be calculated where the Supervisor begins his/her business travel. This may be his/her place of employment or home.

-or-

Option 2: A Flat Rate Mileage Reimbursement payment, under the following criteria:

- 1) Payment is taxable income and will be processed through regularly scheduled payroll. It will be reported on Earning Statements and Annual Tax Statement.
 - 2) This is a non-accountable plan. Claims for reimbursement for expenses are not required. No forms or backup shall be submitted.
 - 3) Payment rates are determined upon the Elected Board of Supervisor members' district.
District 1, 2, 3: \$250/ per month (payment of \$115.38 per pay period)
District 4: \$350/ per month (payment of \$161.53 per pay period)
District 5: \$500/ per month (payment of \$230.77 per pay period)
- 14.4 Out of County mileage shall be reimbursed in the same manner as any other County Traveler in accordance with sections 10, 11, 12 and 13 of this County policy.
- 14.5 There shall be no reimbursement for campaigning costs or expenses.

15. **COUNTY HOSTED AFFAIRS**

Whenever the County of Inyo or any of its officers or Department Heads, or their designees, act as host for a convention, conference, or meeting that will be of benefit to the County of Inyo, the expenses of a luncheon or dinner held in conjunction therewith, including in-kind meals of duly authorized County delegates or representatives thereto, reimbursement for expenses shall be determined in accordance with the Claim Procedure, section 16.

16. **CLAIM PROCEDURE**

- 16.1 Claims for reimbursement for expenses incurred while traveling on official County business shall be submitted to the County Auditor-Controller after completion of authorized travel, on forms approved by the Auditor-Controller's Office.
- 16.2 To establish the per diem rate, the County Traveler is required to provide a hotel receipt or certify the zip code where they stayed the night.
- 16.3 Advance per diem payments shall be paid only when a County Traveler's travel exceeds 4 days. If the travel is less than 4 days, the County Traveler may submit for a Hardship exception. County Traveler will have to submit in written the reason for the Hardship to the Department Head or his/her designee. If a hardship has been authorized by the Department Head, or his/her designee, final approval must be granted by either the Auditor-Controller or County Administrative Officer.
- 16.4 In order to have sufficient time to process advanced per diem, the request must be received in the Auditor-Controller's Office a minimum of ten (10) business days prior to the travel, unless hardship has been determined. If a request is not received in the required time, the travel

reimbursement submission will be returned to the Department pending the return of the County Traveler.

- 16.5 Advance payment of expenses to the County Traveler shall only be paid for per diem. No advance payment shall be made for any other costs to the County Traveler such as lodging, mileage, or parking.
- 16.6 When an advance has been issued, the County traveler shall submit a Travel Expense Reimbursement Form along with all receipts for allowable travel expenses to his/her Department for reconciliation within five (5) working days of completion of travel. Failure to submit may cause loss of his/her eligibility for future travel advances.
- 16.7 If County Traveler receives an advance per diem payment and the travel is cancelled or changed, any overage shall be repaid to the County within 30 days after the expense is paid or incurred. By accepting an advance per diem, the County Traveler opts out of any other repayment policy and must pay any overage paid in full back to the Department. If County Traveler fails to deposit the excess payment in the 30-day limit, he/she may face disciplinary action and will no longer be eligible for any advance payments in future travel.
- 16.8 Department Heads or their designees are responsible for ensuring that their County Travelers settle their travel claims within the time frames set forth above. Non-compliance may jeopardize advances for the entire department.
- 16.9 Reimbursement after Travel: After completion of travel, the County Traveler shall submit a completed County Travel Expense Reimbursement Request Form to the Department Head or his/her designee for authorization. After review and authorization, the Department Head, or his/her designee shall submit the authorized claim, together with any required receipts, to the Auditor-Controller's Office. All travel claims shall be submitted for reimbursement to the Auditor-Controller no later than July 30th of the following fiscal year the travel occurred in.

For example, I traveled any time between July 1, 2021 to June 30, 2022. My request for reimbursement must be submitted to the Auditor-Controller by July 30, 2022.

- 16.10 Any travel claims not submitted by the employee by July 30th of the following fiscal year in which the travel occurred in is considered forfeited and shall not be reimbursed.
- 16.11 Statement on the claim shall include the purpose of the trip, name of the traveler, location of the traveler's end of day, and inclusive dates and times of travel. The Auditor-Controller may, at his/her discretion, request additional clarification or documents prior to payment of the claim.
- 16.12 All Claims for reimbursement will be processed under an Accountable Expense Reimbursement Plan. There shall be no reimbursement if a valid receipt and proof of payment is not presented. Per diem reimbursement does not require expense receipts.
- 16.13 Claims for commercial carrier tickets shall be substantiated by an original ticket document (such as an e-ticket or passenger receipt ticket copy) showing the price, date, date/time of travel, and class of travel. A copy of the credit card receipt or statement from a travel agency alone is insufficient.

- 16.14 County Travelers shall seek and attempt to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight arrangements that minimize County cost (for example, purchasing a round-trip ticket may be less expensive than two one-way tickets). Reservations should be made as far in advance as possible to take advantage of available discounts and special offers. Travel agents or other services that have added ticket handling charges should be avoided.
- 16.15 Claims for travel via commercial carrier shall be limited to the cost of travel at economy rates for the same day and time of travel or actual cost, whichever is less. County travelers may upgrade tickets, provided that the traveler and not the County pay for the difference in cost for such upgrade. The County will not reimburse any type of travel insurance unless the Department Head, or his/her designee requests the traveler to purchase cancellation coverage. Reasonable baggage charges, if imposed by the airline, are reimbursable for the first checked bag.
- 16.16 Should an additional night's stay reduce the cost to the County of a ticket more than the total of any additional hotel/meal/parking cost, the costs to do so are reimbursable to the traveler but should be well-documented with a clear savings to the County.
- 16.17 County Travelers receiving reimbursement from an outside source for travel on County time shall forward said reimbursement to the County Auditor-Controller for handling and deposit if the traveler intends to submit an expense claim to the County or use County resources to travel. Said travelers shall then be entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals, subject to the conditions set forth in this travel policy.
- 16.19 It is the County Traveler's responsibility to ensure that all required authorization is received prior to travel. If travel is denied, and prior approval was not received, financial responsibility is with the County Traveler.
- 16.20 Unauthorized travel charges paid by a County source must be repaid to the County within 30 days after the expense is paid or incurred. If an employee charges an unauthorized travel expense to a County credit card or other County payment source, the County Traveler assumes all responsibility for the charge. The County Traveler must repay the unauthorized charges regardless of any other repayment policy. If County Traveler fails to deposit the repayment in the 30-day limit, he/she may face disciplinary action.
- 16.21 If a County Traveler chooses to incur additional costs that are above the amounts established pursuant to this policy and those costs have not been approved, then he/she may do so at his/her own expense.
- 16.22 Business expenses paid by any method must comply with this policy. While no policy can address every situation, this document is intended to cover the most common business expense scenarios; where unusual circumstances arise, the spirit of this policy – along with good judgment – must prevail.

17. **DRIVER'S LICENSE REQUIREMENT**

- 17.1 All County Travelers operating any County vehicle must possess a valid California driver's license. Evidence of such license must be provided annually to the County Risk Manager.
- 17.2 All County Travelers requesting reimbursement for use of private vehicles used on County related business must possess a valid California driver's license and shall maintain automobile liability insurance with minimum coverage levels of \$300,000 combined single limit or \$100,000/person, \$300,000/occurrence for bodily injury liability and \$50,000/occurrence for property damage liability. Evidence of such license and insurance must be provided annually to the County Risk Manager.
- 17.3 Operation of all County vehicles or private vehicles used for County business shall be in full compliance with restrictions of such driver's license.
- 17.4 Any County Traveler who does not maintain a valid California driver's license shall not be permitted to drive any County vehicle or be reimbursed for private vehicle use.
- 17.5 Use of any County vehicle or reimbursement for private vehicle use for County related business by any County Traveler shall entitle the County Risk Manager to receive notification from the State of California, Department of Motor Vehicles, that such County Traveler has a valid driver's license.

18. **FUGITIVE PURSUIT**

Any authorized person pursuing and returning fugitives from justice from outside the State of California need not comply with the various approval provisions of this policy. Approval from the Department Head, or his/her designee, with notification to the County Administrative Officer, or his/her designee, is authorized. However, all other provisions of these rules regarding reimbursement of any expense shall apply.

19. **RIGHT OF APPEAL**

Department Heads or their designees may appeal decisions of the County Administrative Officer to the Board of Supervisors.

KEVIN CARUNCHIO
County Administrative Officer



TEL: (760) 878-0292
FAX: (760) 878-2241
E-mail: inyoadmin@qnet.com

COUNTY OF INYO

ADMINISTRATOR'S OFFICE
P. O. Drawer N
INDEPENDENCE, CALIFORNIA 93526

MEMORANDUM

To: Department Heads and Staff

From: Kevin Carunchio, CAO *KE*

Date: July 9, 2010

Re: Travel Requests/Authorization

Please find attached for your information and review the Travel and Expense Reimbursement Policy for Inyo County Officers and Employees (Resolution #98-24).

All County officials and employees are expected to secure overnight accommodations and modes of transportation as economically as possible. County automobiles should be used whenever available, but when necessary, the use of private automobiles may be authorized. If the use of a private vehicle is being requested, a copy of the employee's automobile insurance showing the expiration date and coverages must accompany the request. At a minimum, the employee's automobile liability insurance coverage shall be at levels of \$300,000 combined single limit or \$100,000/person; \$300,000/occurrence for bodily injury liability; and, \$50,000/occurrence for property damage liability.

Should two or more employees plan on traveling outside of the County exceeding one (1) day for the same meeting/conference/training, etc., the Travel Request/Authorization form will need to be signed, in addition to the Department Head, by the County Administrative Officer (CAO) or his/her designee. The Travel Request/Authorization form should be submitted to the CAO's office at least 3 weeks in advance of the travel date and before costs are incurred. If the person is traveling via airplane or any other mode of transportation other than by automobile, the Travel Request/Authorization form should be submitted far enough in advance to obtain the most economical price possible.

As a reminder, the Travel Request /Authorization form should be printed on blue paper; the estimated expenses section of the form completed; the form signed by the Department Head and/or CAO; and, a copy of an agenda or other information or statement indicating the benefit to the County shall accompany the travel request.

Please review Section 10 "Claim Procedure" for specifics about seeking reimbursement from the Auditor/Controller's office for expenses incurred while traveling on official County business.

Should you have any questions, please contact my office.

Thank you.

Attachment

Auditor

RESOLUTION NO. 98-24

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, RESCINDING RESOLUTION 93-25,
AND ESTABLISHING A TRAVEL AND EXPENSE REIMBURSEMENT
POLICY FOR INYO COUNTY OFFICERS AND EMPLOYEES**

WHEREAS, the Board of Supervisors of the County of Inyo has established rules and regulations concerning travel, lodging and meal reimbursement by Resolution 93-25; and

WHEREAS, it has become necessary to revise these rules and regulations by rescinding Resolution 93-25;

NOW, THEREFORE, BE IT RESOLVED that Resolution 93-25 is hereby rescinded.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Inyo that unless otherwise prohibited by law, policy of said Board concerning travel on County business by County officers, department heads, and employees shall be governed by the following rules and regulations:

**TRAVEL AND EXPENSE REIMBURSEMENT POLICY
FOR INYO COUNTY OFFICERS AND EMPLOYEES**

1. INTRA-COUNTY TRAVEL

- 1.1 Travel within the County for one work day or less shall be authorized by the department head.
- 1.2 Travel within the County exceeding one day shall be approved in the same manner as for travel outside the County, with the same applicable reimbursement rates for lodging, meals, incidental expenses and transportation as stated in section 5 and 6, following.
- 1.3 Means of travel and reimbursement for expenses shall be determined in accordance with section 5 and 6, following.

2. OUT OF COUNTY TRAVEL FOR ONE WORK DAY OR LESS

Travel outside the County shall be approved by the department head when:

- 2.1 Such travel is required by the department in the performance of its primary function and is in the course of the employee's regularly assigned duties.

2. 2 Maximum duration of the trip is one day.
2. 3 No reimbursable expenses are incurred other than mileage and meals.
2. 4 Means of travel and reimbursement for expenses shall be determined in accordance with section 5 and 6, following.

3. OUT OF COUNTY TRAVEL EXCEEDING ONE DAY

Out of County travel within the State of California and incidentally through the State of Nevada which exceeds one day and involves reimbursable expenses shall be approved by the department head on the basis of the following criteria.

- 3.1 Conferences or conventions at which attendance by elective or appointive employees is required by law or approved as necessary by the Board of Supervisors or the County Administrator.
- 3.2 Professional or County Association meetings.
- 3.3 Meetings or conferences required in the implementation or administration of new or on-going programs may be approved as necessary by the Board of Supervisors or the County Administrator.
- 3.4 Training or in-service sessions may be approved as necessary by the Board of Supervisors or the County Administrator.
- 3.5 Educational meetings will be approved only in those instances in which direct benefit to the County can be shown.
- 3.6 Attendance at out of County meetings will be restricted to one person per meeting or conference. That person will normally be the department head or alternate designated by the department head, except that in unusual circumstances, travel and expenses may be approved for more than one person by the Board of Supervisors or the County Administrator.
- 3.7 The travel request is accompanied by an agenda or other information or statement indicating the benefit to the County.
- 3.8 Normal work duties require out of County travel.
- 3.9 Means of travel and reimbursement for expenses shall be determined in accordance with section 5 and 6, following.

4. OUT OF STATE TRAVEL

Travel outside the State of California, other than incidentally through the State of Nevada, on behalf of the County must have prior approval of the County Administrator or his/her designee. The County Administrator shall advise the Board of Supervisors of such travel prior to the actual date of travel.

5. MEANS OF, AND REIMBURSEMENT FOR, TRANSPORTATION

- 5.1 Travel will be by the most economical means. County automobiles shall be used whenever available, but when necessary, the use of private automobiles may be authorized. Authorized private vehicle usage shall be reimbursed at the rate allowed under prevailing Internal Revenue Service rules and regulations.
- 5.2 Transportation by chartered aircraft must have prior approval by the County Administrator.
- 5.3 County employees flying their own aircraft shall provide comprehensive liability insurance coverage in the amount of \$1,000,000 prior to using the aircraft to conduct County business. Evidence of insurance shall be provided to the County Risk Manager.
- 5.4 County employees flying their own aircraft shall be reimbursed at the same per mile rate as that allowed by the Internal Revenue Service for a private automobile.
- 5.5 An employee receiving an automobile allowance who utilizes a County vehicle for intra-county travel (except travel in excess of 75 miles one way from Independence) shall have deducted from that allowance an amount equal to the County Motor Pool rate for the vehicle driven times the number of miles driven.
- 5.6 Reimbursable mileage shall be calculated from the employee's principal place of employment for the County, or home, if he/she departs from home, to the destination, whichever is shorter.
- 5.7 Travel exceeding one day may include reimbursement for mileage "in and about" the destination.
- 5.8 Reimbursable mileage will be based upon established distances maintained by the Auditor-Controller's Office.

6. REIMBURSEMENT OF MEALS AND INCIDENTAL EXPENSES

- 6.1 In all travel, County officials and employees are expected to secure overnight accommodations and meals as economically as possible.

6.2 Reimbursement for lodging is for actual cost (Officer or employee only).

6.3 Meals and incidental expenses shall be reimbursed at the rate allowed under the prevailing Internal Revenue Service rules and regulations. The Auditor-Controller shall maintain the Internal Revenue Service publication to determine the current reimbursement rates. The applicable rate shall be the rate shown for the location where the employee ends his/her work day. The work day will be divided into six (6) four hour periods (as shown below). Travel during any portion of a period shall be reimbursed at the rate of 1/6 of the current IRS daily rate.

12:01AM - 4:00AM	- 16.67%	12:01PM - 4:00PM	- 16.67%
4:01AM - 8:00AM	- 16.67%	4:01PM - 8:00PM	- 16.67%
8:01AM - 12 Noon	- 16.67%	8:01PM - 12 Midnight	- 16.67%

6.4 With the exception of the Board of Supervisors, who are reimbursed for all travel expenses incurred during the course of their official duties, there shall be no reimbursement for any expenses incurred if your travel does not exceed 75 miles from your regular work place. This includes any temporary assignment to any other area or office.

6.5 Expense claims for meals at meetings to which attendance is required by virtue of the office or position held shall state in sufficient detail the County interest for which the expense claim is presented.

7. MISCELLANEOUS TRAVEL EXPENSES

7.1 In addition to reimbursement for meals and incidental expenses, the County will reimburse certain other expenses. These include registration fees, parking fees, ferry, bridge and road tolls, bus and taxi fares and business communications. *chaining*

7.2 There shall be no reimbursement for any personal expenses such as laundering, cleaning and pressing of clothes, ~~fees and tips for services~~, safekeeping, in room snack bar or movies, personal telephone calls and access charges.

8. COUNTY HOSTED AFFAIRS

Whenever the County of Inyo or any of its officers or department heads acts as host for a convention, conference or meeting that will be of benefit to the County of Inyo, the expenses of a luncheon or dinner held in conjunction therewith, including meals of duly authorized County delegates or representatives thereto, may be paid upon submission of receipt(s) detailing the amounts requested.

9. FUGITIVE PURSUIT

Any authorized person pursuing and returning fugitives from justice from outside the State of California need not comply with the various approval provisions of this resolution. Department head approval, with notification to the County Administrator, is authorized. However, all other provisions of these rules regarding reimbursement of any expense shall apply.

10. CLAIM PROCEDURE

- 10.1 Claims for reimbursement for expenses incurred while traveling on official County business shall be submitted to the County Auditor-Controller after completion of authorized travel, on forms approved by the Auditor-Controller's Office.
- 10.2 Statement on the claim shall include the purpose of the trip and inclusive dates and times of travel.
- 10.3 All expenditures shall be itemized and all claims shall include receipts for registrations, lodging, ferry, bridge and road tolls, bus and taxi fares and other allowable incidental expenses.
- 10.4 If a claim is submitted for purchasing a ticket on a common carrier or aircraft, the ticket stub shall accompany the claim form.
- 10.5 When attendance at official conventions, conferences or meetings forces fixed prices, the claimant must list the items separately on his claim, such as "Official Banquet" and provide a receipt showing the amount claimed.

11. DRIVER'S LICENSE REQUIREMENT

- 11.1 All County officials and employees operating any County vehicle must possess a valid California driver's license. Evidence of such license must be provided annually to the County Risk Manager.
- 11.2 All County officials and employees requesting reimbursement for use of private vehicles used on County related business must possess a valid California driver's license, and shall maintain automobile liability insurance with minimum coverage levels of \$300,000 combined single limit or \$100,000/person, \$300,000/occurrence for bodily injury liability and ^{\$5,000/occurrence for} property damage liability. Evidence of such license and insurance must be provided annually to the County Risk Manager.
- 11.3 Operation of all County vehicles or private vehicles used for County business shall be in full compliance with restrictions of such driver's license

11.4 Any official or employee who does not maintain a valid California driver's license shall not be permitted to drive any County vehicle or be reimbursed for private vehicle use.

11.5 Use of any County vehicle or reimbursement for private vehicle use for County related business by any County officer or employee shall entitle the County Risk Manager to receive notification from the State of California, Department of Motor Vehicles, that such officer or employee has a valid driver's license.

12. RIGHT OF APPEAL

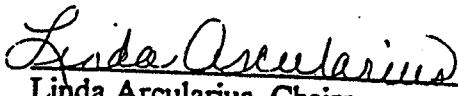
Department heads may appeal decisions of the County Administrator to the Board of Supervisors.

PASSED AND ADOPTED this 28th day of April, 1998, by the following vote:

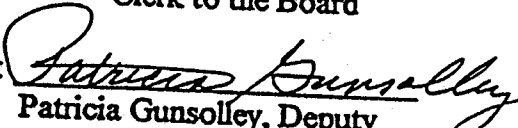
AYES: Supervisors Arcularius, Michener, Hambleton and Dorame

NOES: -0-

ABSENT: Supervisor Bear


Linda Arcularius, Chairperson
Inyo County Board of Supervisors

ATTEST: René L. Mendez
Clerk to the Board

By: 
Patricia Gunsolley, Deputy



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 7, 2023

Reference ID:
2023-3526

Owens Valley Groundwater Authority Meeting – March 9, 2023

Water Department

NO ACTION REQUIRED

ITEM SUBMITTED BY

Aaron Steinwand, Water Director

ITEM PRESENTED BY

Aaron Steinwand, Water Director, Holly Alpert, Deputy Water Director

RECOMMENDED ACTION:

Provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for March 9, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

The next meeting of the OVGA will be the annual regular meeting of the OVGA.

The OVGA will consider adopting a final 2023-24 budget as required by the Joint Powers Agreement (JPA). The proposed budget is balanced as required by the OVGA Bylaws but does contain several assumptions regarding whether certain revenues (e.g. grant retention) and ongoing expenses (e.g. external audits) will be finalized in the remainder of fiscal year 2022-23 or in 2023-24. As part of this agenda item, the Inyo Board is requested to consider whether Inyo County will contribute additional funding to the OVGA in 2023-24. In the current year, no member provided additional funding, and the OVGA relied on its fund balance and retention from the Proposition 1 grant to balance the budget. The proposed budget also assumes no members will elect to provide additional funding. Members that contribute to the 2023-24 budget will acquire additional votes according to the formula in Article IV, Section 2 of the JPA. If no members provide a contribution, each member will have two votes, and Interested Parties will have one vote each.

In the February 2022, the OVGA Board directed staff to implement the following Management Actions included in the GSP: well registration and reporting Ordinance 2022-01, well permit review, increase groundwater level monitoring in Inyo County, administration for up to two meetings per year, acquire water quality and subsidence data from ongoing monitoring programs, coordinate with IRWMP to seek and acquire grants for OVGA, and participate in the Owens Lake Groundwater Working Group. With the exception of dedicating staff time to seek IRWM funding, the proposed budget for 2023-24 assumed a similar level of effort by the OVGA and staff and that the OVGA will continue to rely on the administrative, legal, and technical expertise provided by Inyo County and City of Bishop for staff services.

OVGA staff are seeking direction regarding the enforcement of the reporting deadline of April 1, 2023 included in the Well Registration and Reporting Ordinance 2022-01. The ordinance adopted on September 15, 2022 requires private well owners that pump more than 2 ac-ft/year to register their well

with the OVGA and report production amounts annually. Staff began work in early November on the reporting form and cover letter for the mailing but did not complete the work until January. In addition, Water Department staff were unavailable during this period to receive and compile data if it were reported. Staff will request direction to extend the deadline for the initial reporting by well owners to April 1, 2024.

One action item on the agenda will be the selection of Chairperson and Vice-Chairperson for the 2021 calendar years. Informational items will include an annual report of OVGA activities, financial report, and status reports of the Proposition 1 grant and external audits.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

City of Bishop, Mono County, Indian Creek-Westridge CSD, Big Pine CSD, Owens Valley Committee, Lone Pine Paiute-Shoshone Tribe.

ATTACHMENTS:

- Draft March 9 OVGA Agenda

APPROVALS:

Aaron Steinwand	Created/Initiated - 2/21/2023
Darcy Ellis	Approved - 2/22/2023
Aaron Steinwand	Approved - 2/27/2023
John Vallejo	Approved - 2/27/2023
Amy Shepherd	Approved - 2/28/2023
Nate Greenberg	Final Approval - 3/1/2023

**Owens Valley Groundwater Authority
Board of Directors Regular Meeting Agenda**

**March 9, 2023 2:00 PM
Bishop City Council Chambers**

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Members of the public will be allowed to speak about each agenda item before the Board of Directors takes action on it. Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Directors or the Owens Valley Groundwater Authority.

Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the OVGA to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require alternative formatting of this agenda, please notify Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).

NOTICE TO THE PUBLIC: : The Owens Valley Groundwater Authority will conduct this meeting in person at the Bishop City Council Chambers located at 301 West Line Street in Bishop, California. The public may attend in person or via a Zoom webinar. This in-person meeting will be conducted in accordance with local and State Department of Public Health orders and guidance and requirement of the California Division of Occupational Safety and Health (CalOHSa).

The Zoom webinar is accessible to the public at: **Insert Zoom**

To join by phone, refer to the numbers and webinar ID at the bottom of the agenda. To provide public comment, at the appropriate agenda item during the meeting, press the raise your hand button in the Zoom window. Public comment also may be provided by emailing comments, limited to **250 words or less**, prior to the meeting or before the staff report for the item has ended. Efforts will be made to read your comment, but submittals longer than 250 words may not be read or may be summarized due to time limitations. All comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon to lpiper@inyocounty.us, and identify in the subject line of the email which agenda item the comment addresses.

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

1. Pledge of allegiance.
2. Public comment.
3. Introductions.
4. Approval of minutes from the September 15, 2022 OVGA Board meeting.
5. Board Member Reports.
6. OVGA staff reports.
 - a. Financial Report.
 - b. Update on the Proposition 1 grant completion.
 - c. Status of the 2019-2020 and 2020-2021 audits.
7. Direction to staff regarding the deadline in Ordinance 2022-01 for owners to register wells.
8. OVGA annual report.
9. Presentation of draft 2023-2024 OVGA budget and consideration of a final budget.

10. Election of OVGA Chairperson and Vice-Chairperson for 2023-24.

11. Schedule 2023 or 2024 meetings.

12. Adjourn.

Join the March 9, 2023 OVGA webinar:

DRAFT



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 7, 2023

Reference ID:
2023-3549

PA/PG Salary Discussion County Administrator NO ACTION REQUIRED

ITEM SUBMITTED BY

Sue Dishion, Assistant County Administrator

ITEM PRESENTED BY

Sue Dishion, Assistant County Administrator,
Patricia Barton, Public Administrator

RECOMMENDED ACTION:

A) Receive presentation from staff regarding the County's compensation policy; B) at the request of the elected Public Administrator / Public Guardian, consider her request for an increase in compensation for her position; and C) provide any direction to staff.

BACKGROUND / SUMMARY / JUSTIFICATION:

In 2019, your Board directed certain staff and elected officials to conduct a compensation study, and in the summer of 2021 adopted a compensation policy based on that compensation study for Inyo County management and elected officials. The minutes and staff report from the meeting at which the policy was adopted are attached to this agenda item and are not reiterated here. Unfortunately, it was soon thereafter discovered that there was a mistake in the implementation of the compensation policy as it pertained to the PA/PG position. The correction of this error was presented to the Board in November of 2021. At that time, the PA/PG made a request to maintain the errant higher pay, but your Board determined to maintain the pay structure identified by the compensation study. The minutes and staff report from that meeting are also attached to this agenda item and not further reiterated here.

This agenda item is before you at the request of the PA/PG for her to present another request to increase her compensation. Attachments from the PA/PG in support of her request are also attached to this agenda item.

In order to maintain the integrity of the compensation study and policy, staff recommends your Board defer revisiting a revision to the compensation policy until a new compensation study is performed. A new compensation study is planned to occur in conjunction with a compensation study applicable to a broader range of county employees in approximately 2025.

FISCAL IMPACT:

Funding Source	Unknown	Budget Unit	
Budgeted?	No	Object Code	
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			

The requested increase is not currently budgeted.
Future Fiscal Year Impacts
This would increase future budgets if approved.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to consider this item. Your Board could direct staff to bring back a revised compensation policy to adjust the pay of one or more management and/or elected position.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

All Departments

ATTACHMENTS:

1. June 8, 2021 Dept. Head Pay Adjustments & Resolution 2021-33
2. November 16, 2021 PA-PG Salary Correction
3. PA-PG Attachments

APPROVALS:

Darcy Ellis	Created/Initiated - 3/1/2023
Darcy Ellis	Approved - 3/1/2023
Sue Dishion	Approved - 3/1/2023
Amy Shepherd	Approved - 3/1/2023
John Vallejo	Approved - 3/1/2023
Darcy Ellis	Approved - 3/1/2023
Nate Greenberg	Final Approval - 3/2/2023

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 8th day of June 2021 an order was duly made and entered as follows:

**CAO-Personnel
– Dept. Head
Pay
Adjustments/
Reso# 2021-33
& Ordinances
1266, 1267**

CAO Quilter reviewed for the Board the process to more equitably set pay rates for department heads, both elected and appointed, as well as the Board of Supervisors. He noted a subcommittee, which included Supervisors Pucci and Kingsley, was formed in 2019 but the COVID-19 pandemic in 2020 put things on hold for about a year. Quilter reviewed in detail the methodology used to arrive at the proposed salary schedule, which he said is more accurate and equitable than the previous method of polling 15 like counties, which may or may not have the same positions and/or workloads. Supervisor Kingsley said the methodology and process developed over the last year or so will help future Boards as they set salaries. He said staff followed a simple but brilliant and transparent process that will also be helpful for anyone wanting to run for office. Supervisor Pucci commended staff and said they came up with an equitable solution. Supervisor Totheroh said that, as a data person, he likes the new methodology as it is simple and repeatable.

Moved by Supervisor Totheroh and seconded by Supervisor Roeser to approve the Methodology and Implementation of the salary survey identified in the Agenda Request Form Summary. Motion carried unanimously.

Moved by Supervisor Kingsley and seconded by Supervisor Roeser to approve Resolution 2021-33, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06 Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign. Motion carried unanimously.

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to waive the first reading of proposed Ordinance 1266 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for Increases in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisor," and set enactment for 11 a.m. June 15, 2021 in the Board of Supervisors Chamber, Independence. Motion carried unanimously.

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to waive the first reading of proposed Ordinance 1267 titled, "An Ordinance of the Inyo County Board of Supervisors, State of California Amending Section 2.04.040 (A) of the Inyo County Code to Provide for Increases in the Salary for Members of the Board of Supervisors," and set enactment for 11:15 a.m. June 15, 2021 in the Board of Supervisors Chamber, Independence. Before voting, Chairperson Griffiths noted he was uncomfortable voting to increase his own salary. Supervisor Roeser said she was uncomfortable as well, explaining that the rest of the Board has served for many years and done good work and deserved a raise but she hasn't served a year yet and would prefer to stay at her current salary until she has. Supervisor Kingsley said he doesn't feel uncomfortable at all – the Board members work hard and the proposed salary schedule was developed using the same methodology for the other elected and appointed positions. Moreover, he said, the County wants to attract quality candidates in the future with the capacity to address the complicated and real issues that often come before the Board. County Counsel Rudolph noted for Supervisor Roeser's sake that there is a legal way to decline the additional salary without facing income tax issues. He said that could be discussed further next week. The Chairperson called for the vote. Motion carried 4-1, with Chairperson Griffiths voting no.

WITNESS my hand and the seal of said Board this 8th
Day of June, 2021



CLINT G. QUILTER
Clerk of the Board of Supervisors

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

By: _____

Routing
CC Purchasing Personnel X Auditor CAO X Other: DATE: June 16, 2021



County of Inyo



County Administrator - Personnel

DEPARTMENTAL - ACTION REQUIRED

MEETING: June 8, 2021

FROM: Clint Quilter, Sue Dishion

SUBJECT: Proposed Salary Adjustments for Elected and Appointed Department Heads and Officials

RECOMMENDED ACTION:

Request Board:

A) Approve Resolution 2021-33, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06 Changing Salary And/Or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign;

B) Waive the first reading of proposed Ordinance 1266 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for Increases in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisor," and set enactment for 11 a.m. June 15, 2021 in the Board of Supervisors Chamber, Independence;

C) Waive the first reading of proposed Ordinance 1267 titled, "An Ordinance of the Inyo County Board of Supervisors, State of California Amending Section 2.04.040 (A) of the Inyo County Code to Provide for Increases in the Salary for Members of the Board of Supervisors," and set enactment for 11:15 a.m. June 15, 2021 in the Board of Supervisors Chamber, Independence, for enactment; and

D) Approve the Methodology and Implementation of the salary survey identified in the Agenda Request Form Summary.

SUMMARY/JUSTIFICATION:

BACKGROUND

In January of 2019, your Board appointed a subcommittee made up of Supervisors Pucci and Kingsley to meet with elected department heads regarding elected official compensation and, subsequently, appointed department head compensation. There were a variety of issues to be addressed. These included:

- having a rational mechanism for evaluating or adjusting elected department head salaries
- the lack of any mechanism for evaluating or adjusting appointed department head salaries
- equity between elected and appointed department heads with similar responsibilities
- equity between appointed department heads promoted from within versus appointed department recruited

from outside the organization

While there was a mechanism for adjusting elected department head salaries based upon a comparison with 15 comparable counties, this mechanism was rudimentary and did not take into account variation in job scope or total compensation. Beyond this, evaluation and adjustment of elected and appointed department head salaries was rarely being done, and then it was done on an ad hoc basis with little or no consideration of scope of responsibility in comparison to other positions. There also tended to be a disparity between department heads appointed from within the organization that were typically paid less than department heads recruited from outside the organization. This normally occurred because in-house candidates did not have department head experience. However, this disparity was exacerbated by lack of a mechanism for internally promoted department heads to earn a more equitable salary as they gained experience.

On January 28, 2019, the Board subcommittee met with and formed a larger committee with all elected department heads. The included the District Attorney, Sheriff, Assessor, Auditor-Controller, Treasurer-Tax Collector, Clerk-Recorder. The committee spent a substantial amount of time discussing the relevant issues and possible mechanisms to resolve them. It was determined that a technical committee made up of elected department heads and the County Administrator would perform an analysis for presentation to the full committee. After the mechanism discussed below was developed and an analysis done, it was presented to the Board subcommittee and all elected department heads on July 11, 2019. It was presented to all appointed department heads on August 29, 2019.

The intent was to bring the analysis along with an implementation strategy to your Board for consideration in the spring of 2020 to coincide with budget development. However before this was done the COVID pandemic hit. Because of fiscal uncertainty and severe restrictions being placed on private businesses the matter was tabled. As was noted in the FY 20-21 Third Quarter Budget update, the County has weathered the pandemic well fiscally and agreements have been reached with all collective bargaining groups, including a compensation and limited classification study done in conjunction with the Inyo County Employee Association Memorandum of Understanding. Additionally, if adjustments are to be made to elected official salaries, it must be done now in order advise possible candidates of the compensation for the elected positions. Consequently, this item is now being brought forward.

METHODOLOGY

The technical committee met in March, 2019, to review a draft analysis strategy developed Auditor Control Amy Shepherd. The key element of this analysis was to select a benchmark position that was very similar for every county and to then determine how other positions were compensated in comparison to that benchmark. The benchmark position chosen was the County Administrative Officer as nearly every county has this position and the job descriptions are very similar. The other advantage of choosing this position as a benchmark is that it allows the County Administrator to review and complete the analysis objectively because that becomes the only position that is guaranteed to not have an increase in compensation.

The advantage of doing this type of analysis is that it eliminates the need to account for differences in retirement plans, insurance plans or other benefits. Those benefits will be consistent between executive positions in a given organizations and therefor do not need to analyzed between organizations.

The counties initially chosen for comparison were San Luis Obispo, Monterey, Nevada, Mariposa, Mono, Ventura, and Calaveras. These were initially chosen due to ease of obtaining information and having the necessary positions. Subsequently, we were able to identify an easy mechanism to access the information from most counties. In order to test the validity of our method, different groups of counties were used in a similar analysis for a sampling of positions. This was done in 3 ways. First, an analysis was done using the first California county alphabetically and every seventh county thereafter in an alphabetized list. Second, an analysis was done using the fourth California county alphabetically and included every seventh county thereafter in an alphabetized list. Finally, an analysis was done using the 18 California counties beginning with the letter S. All three of the analyses gave results that were within 2% of the analysis using the original counties.

Once the analysis was completed, positions were grouped into bands in order reduce the number of different salary schedules required and to maintain consistency between positions with similar responsibilities. These banded percentages are the recommended percentage of the County Administrator Salary for each position.

ANALYSIS RESULTS

The results of the analysis are as follow with the raw percentage, a banded percentage utilized to reduce the number different salary scales as is typical in public agencies, and the current percentage of CAO salary.

Position	Raw % of CAO Salary	Banded % of CAO Salary	Current % of CAO Salary
County Counsel	91%	91%	103%
District Attorney	87%	87%	82%
Sheriff	87%	87%	83%
HHS Director	81%	80%	71%
Public Works Director	79%	80%	80%
Asst. County Admin.	79%	80%	71%
Child Support Director	68%	69%	69%
Auditor Controller	69%	69%	62%
Probation Chief	69%	69%	69%
Assessor	68%	69%	62%
Water Director	66%	69%	63%
Planning Director	65%	63%	58%
Env. Health Director	62%	63%	58%
Clerk Recorder	61%	63%	56%
Treasurer Tax Collector	61%	63%	56%
Ag. Commissioner	59%	63%	80%
Public Guardian/Admin	40%	40%	38%
Board of Supervisors	37%	37%	31%

RECOMMENDED IMPLEMENTATION

Elected Department Heads and Board of Supervisors

It is recommended by staff and by the subcommittee that the salaries for the elected positions be moved to banded percentage of the CAO salary as determined by the analysis. These positions will also receive a COLA consistent with other employee groups. These two adjustments are reflected in the attached ordinances.

Appointed Department Heads

Staff and the subcommittee recommend that a 5-step salary scale be utilized for appointed department heads. The top step is set at the banded percentage of the CAO salary as determined by the analysis with four steps below in increments of 5% as is typical for all other county employees. This solves the issue of inequity between internal hires and external hires. Department heads can be appointed at the step in the scale that the Board feels is appropriate for their experience and expertise, while providing a consistent mechanism recognizing and compensating for experience gained.

Three of the 10 appointed positions were determined to be above market and will receive no adjustment but will receive the COLA consistent with other employee groups. It is recommended that when these positions become vacant they be filled within the banded range.

In addition to the COLA, it is recommended that the adjustment for the remainder of the positions be consistent with the implementation of the limited classification study performed as a part of the Inyo County Employee Association Memorandum of Understanding. Appointed department heads will be moved to the closest step above their current salary with a minimum of 5%. As with all other employees, they would be eligible to move to the next step annually based upon receiving a satisfactory performance evaluation from the Board of Supervisors.

Exceptions to the implementation are the Public Works Director, Child Support Director, and the Environmental Health Director. These are relative new hires who have contracts that include the step mechanism being recommended here and have been placed at the step agreed to by them and the Board. They will receive the COLA consistent with other employee groups.

As final note, this recommended analysis and implementation has been prepared as a rational framework for the Board to consider when making appointments. However, the setting of salaries is solely the purview of your Board and you have complete discretion in doing so as the situation dictates.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve and provide direction to staff on a different direction.

OTHER AGENCY INVOLVEMENT:

Elected Officials, Department Heads

FINANCING:

The costs associated with these changes are included in the proposed FY 2021/2022 county budget.

ATTACHMENTS:

1. Proposed Resolution No. 2021-33
2. Proposed Ordinance 1266
3. Proposed Ordinance 1267

APPROVALS:

Darcy Ellis	Created/Initiated - 6/4/2021
Darcy Ellis	Approved - 6/4/2021
Sue Dishion	Approved - 6/4/2021
Marshall Rudolph	Approved - 6/4/2021
Amy Shepherd	Approved - 6/4/2021
Clint Quilter	Final Approval - 6/4/2021

RESOLUTION NO. 2021-33

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA, AMENDING RESOLUTION 2006-06 CHANGING SALARY AND/OR
TERMS AND CONDITIONS OF EMPLOYMENT FOR APPOINTED OFFICIALS EMPLOYED IN
THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO**

WHEREAS, the Board of Supervisors, pursuant to Government Code Section 25300, shall prescribe the compensation of all County Officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, Appointed Officers are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to change the compensation, tenure, appointment and/or conditions of employment for Appointed County Officials;

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby amends Article 7A of Resolution 2006-06 to read as follows:

ARTICLE 7. SALARIES

A. Salaries

Appointed Officials shall be paid a monthly salary as set forth in the schedule below:

Appointed Officers	July 8, 2021 and on
Ag Comm/Weights and Measures	\$13,060
County Administrator	\$16,230
County Counsel	\$16,701
Child Support Director	\$ 9,674
Environmental Health Director	\$ 9,275
Water Director	\$11,198
Health and Human Services Director	\$12,365
Planning Director	\$10,225
Chief Probation Officer	\$11,236
Public Works Director	\$12,984

PASSED AND ADOPTED this 8th day of June, 2021 by following vote of the Inyo County Board of Supervisors:

AYES: -5- Supervisors Griffiths, Kingsley, Pucci, Roeser, Tothoroh

NOES: -0-

ABSTAIN: -0-

ABSENT: -0-



Jeff Griffiths, Chairperson, Inyo County Board of Supervisors

Attest: Clint Quilter
Clerk of the Board

BY: 

Darcy Ellis, Assistant

ORDINANCE NUMBER _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE CALIFORNIA, AMENDING SECTION 2.88.040 OF THE INYO COUNTY CODE TO PROVIDE FOR INCREASES IN THE SALARY FOR CERTAIN ELECTED COUNTY OFFICIALS, EXCLUDING MEMBERS OF THE BOARD OF SUPERVISORS

The Inyo County Board of Supervisors ORDAINS as follows:

SECTION I: Authority

Government Code Section 25300 provides that the Board of Supervisors may set the compensation for elected officials by ordinance.

SECTION II: Purpose

The Board of Supervisors for the County of Inyo enacted section 2.88.040 of the Inyo County Code, which sets compensation to be received by elected county officials, excluding members of the Board of Supervisors. By this ordinance, the Board intends to provide for increases in the salary for certain elected officials.

SECTION III: Section 2.88.040(A) Amended to provide for increases in the salary for certain elected officials, excluding the Board of Supervisors.

Subsection A of Section 2.88.040 of the Inyo County Code is amended to read as follows:

- A. Salary: Salaries for each Elected Official listed below shall be paid in accordance with the procedures used to pay all other county officers and employees, as follows:

Title	July 22, 2021 and on
Assessor	\$ 11,198
Auditor/ Controller	\$ 11,198
Clerk/Recorder	\$ 10,225
District Attorney	\$ 14,120
Public Administrator	\$ 9,491
Sheriff	\$ 14,120
Tax Collector/Treasurer	\$ 10,225

SECTION IV: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Board hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION V: EFFECTIVE DATE.

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

PASSED AND ADOPTED this _____ day of _____, 2021,
by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairperson, Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board

DCH/BOARD.ORD

ORDINANCE NUMBER _____

AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA AMENDING SECTION 2.04.040(A) OF THE INYO COUNTY CODE TO PROVIDE FOR INCREASES IN THE SALARY FOR MEMBERS OF THE BOARD OF SUPERVISORS

The Board of Supervisors of the County of Inyo ORDAINS as follows:

SECTION 1. Authority

Article XI, Section 1, of the California Constitution and Government Code section 25300 provide that the Board of Supervisors shall prescribe the compensation for members of the Board of Supervisors by Ordinance.

SECTION II. Purpose.

The Board of Supervisors for the County of Inyo enacted section 2.04.040 of the Inyo County code, which sets compensation to be received by members of the Board of Supervisors. By this ordinance, the Board intends to provide for increases in the salary for members of the Board of Supervisors.

SECTION III. Section 2.04.040(A) Amended to provide for increases in the salary for the Members of the Board of Supervisors.

Subsection A of Section 2.04.040 of the Inyo County Code is amended to read as follows:

“A. Salary. Members shall be paid in accordance with the procedures used to pay all other county officers and employees as follows: Effective August 19, 2021, members shall receive a monthly salary in the amount of six thousand and five dollars and no cents.”

SECTION IV. Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The Board hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently invalid or unconstitutional.

SECTION V. Effective Date

This Ordinance shall take effect and be in full force and effect sixty (60) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of this Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board voting for and against the same.

PASSED AND ADOPTED this _____ day of _____,
by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Board of Supervisors

ATTEST: Clint Quilter
 Clerk of the Board

By: _____
 Darcy Ellis, Assistant

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 16th day of November 2021 an order was duly made and entered as follows:

*Personnel – PA/PG
Salary Correction*

CAO Chapman and Assistant CAO Se Dishion introduced an ordinance to correct a clerical error involving the salary of the Public Administrator/Public Guardian in an ordinance approved by the Board earlier this year to adjust elected offices' salaries. Justin Barton spoke in favor of tabling the item to allow the Board to get a true sense of just how much work the PA/PG does, at all hours of the day and night. CAO Chapman said the proposed action is not meant to make any judgment on the PA/PG's work performance. She noted that as the methodology for creating the new salaries was being developed, every elected official was given the chance to negotiate the figures and that time has passed. The Board agreed that the new ordinance is no reflecting of the PA/PG's performance. Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to: A) waive the first reading of proposed Ordinance 1275 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for a correction in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisors," B) and set enactment for November 23, 2021 in the Board of Supervisors Chamber, Independence. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 16th
Day of November, 2021

<i>Routing</i>
CC Purchasing Personnel X Auditor CAO Other: PA/PG DATE: November 30, 2021



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____



County of Inyo



County Administrator - Personnel

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Sue Dishion, Leslie Chapman

SUBJECT: Proposed Salary Adjustments for Elected and Appointed Department Heads and Officials

RECOMMENDED ACTION:

Request Board: A) waive the first reading of proposed Ordinance 1275 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for a correction in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisors," B) and set enactment for November 23, 2021 in the Board of Supervisors Chamber, Independence.

SUMMARY/JUSTIFICATION:

On July 22, 2021, salary increases for elected officials, excluding the Board of Supervisors became effective. The staff report describing the methodology and rationale for the changes is copied, verbatim, in the Background/History section below. After the ordinance was adopted, it was discovered that the Public Administrator/Public Guardian salary, as printed in the ordinance, contained a typographical error whereby a 9 was typed instead of the intended 6 (\$9,491 instead of ~~\$6,491~~ \$6,979). According to the staff report below, the chosen methodology to set salaries for elected and appointed officials was to band positions with similar responsibilities to maintain consistency. Then salaries were set as a percentage of the CAO's salary. The issue was thoroughly researched and the finding was that the PA/PG salary was set at 40% of the CAO's salary, or ~~\$6,491~~ \$6,979 per month or ~~\$77,892~~ \$83,748 per year. Additionally, the analysis results documented in the staff report below also show the PAPG salary set at 40% of the CAO salary. Consequently, staff recommends adjusting the salary to ~~\$6,469~~ \$6,979 as originally intended. Staff is not recommending a retroactive adjustment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

In January of 2019, your Board appointed a subcommittee made up of Supervisors Pucci and Kingsley to meet with elected department heads regarding elected official compensation and, subsequently, appointed department head compensation. There were a variety of issues to be addressed. These included:

- having a rational mechanism for evaluating or adjusting elected department head salaries
- the lack of any mechanism for evaluating or adjusting appointed department head salaries
- equity between elected and appointed department heads with similar responsibilities
- equity between appointed department heads promoted from within versus appointed department recruited

from outside the organization

While there was a mechanism for adjusting elected department head salaries based upon a comparison with 15 comparable counties, this mechanism was rudimentary and did not take into account variation in job scope or total compensation. Beyond this, evaluation and adjustment of elected and appointed department head salaries was rarely being done, and then it was done on an ad hoc basis with little or no consideration of scope of responsibility in comparison to other positions. There also tended to be a disparity between department heads appointed from within the organization that were typically paid less than department heads recruited from outside the organization. This normally occurred because in-house candidates did not have department head experience. However, this disparity was exacerbated by lack of a mechanism for internally promoted department heads to earn a more equitable salary as they gained experience.

On January 28, 2019, the Board subcommittee met with and formed a larger committee with all elected department heads. The committee included the District Attorney, Sheriff, Assessor, Auditor-Controller, Treasurer-Tax Collector, Clerk-Recorder. The committee spent a substantial amount of time discussing the relevant issues and possible mechanisms to resolve them. It was determined that a technical committee made up of elected department heads and the County Administrator would perform an analysis for presentation to the full committee. After the mechanism discussed below was developed and an analysis done, it was presented to the Board subcommittee and all elected department heads on July 11, 2019. It was presented to all appointed department heads on August 29, 2019.

The intent was to bring the analysis along with an implementation strategy to your Board for consideration in the spring of 2020 to coincide with budget development. However before this was done, the COVID pandemic hit. Because of fiscal uncertainty and severe restrictions being placed on private businesses, the matter was tabled. As was noted in the FY 20-21 Third Quarter Budget update, the County has weathered the pandemic well fiscally and agreements have been reached with all collective bargaining groups, including a compensation and limited classification study done in conjunction with the Inyo County Employee Association Memorandum of Understanding. Additionally, if adjustments are to be made to elected official salaries, it must be done now in order advise possible candidates of the compensation for the elected positions. Consequently, this item is now being brought forward.

METHODOLOGY

The technical committee met in March, 2019, to review a draft analysis strategy developed Auditor-Control Amy Shepherd. The key element of this analysis was to select a benchmark position that was very similar for every county and to then determine how other positions were compensated in comparison to that benchmark. The benchmark position chosen was the County Administrative Officer as nearly every county has this position and the job descriptions are very similar. The other advantage of choosing this position as a benchmark is that it allows the County Administrator to review and complete the analysis objectively because that becomes the only position that is guaranteed to not have an increase in compensation.

The advantage of doing this type of analysis is that it eliminates the need to account for differences in retirement plans, insurance plans or other benefits. Those benefits will be consistent between executive positions in a given organizations and therefor do not need to analyzed between organizations.

The counties initially chosen for comparison were San Luis Obispo, Monterey, Nevada, Mariposa, Mono, Ventura, and Calaveras. These were initially chosen due to ease of obtaining information and having the necessary positions. Subsequently, we were able to identify an easy mechanism to access the information from most counties. In order to test the validity of our method, different groups of counties were used in a similar analysis for a sampling of positions. This was done in 3 ways. First, an analysis was done using the first California county alphabetically and every seventh county thereafter in an alphabetized list. Second, an analysis was done using the fourth California county alphabetically and included every seventh county thereafter in an alphabetized list. Finally, an analysis was done using the 18 California counties beginning with the letter S. All three of the analyses

gave results that were within 2% of the analysis using the original counties.

Once the analysis was completed, positions were grouped into bands in order reduce the number of different salary schedules required and to maintain consistency between positions with similar responsibilities. These banded percentages are the recommended percentage of the County Administrator Salary for each position.

ANALYSIS RESULTS

The results of the analysis are as follow with the raw percentage, a banded percentage utilized to reduce the number different salary scales as is typical in public agencies, and the current percentage of CAO salary.

Position	Raw % of CAO Salary	Banded % of CAO Salary	Current % of CAO Salary
County Counsel	91%	91%	103%
District Attorney	87%	87%	82%
Sheriff	87%	87%	83%
HHS Director	81%	80%	71%
Public Works Director	79%	80%	80%
Asst. County Admin.	79%	80%	71%
Child Support Director	68%	69%	69%
Auditor Controller	69%	69%	62%
Probation Chief	69%	69%	69%
Assessor	68%	69%	62%
Water Director	66%	69%	63%
Planning Director	65%	63%	58%
Env. Health Director	62%	63%	58%
Clerk Recorder	61%	63%	56%
Treasurer Tax Collector	61%	63%	56%
Ag. Commissioner	59%	63%	80%
Public Guardian/Admin	40%	40%	38%
Board of Supervisors	37%	37%	31%

RECOMMENDED IMPLEMENTATION

Elected Department Heads and Board of Supervisors

It is recommended by staff and by the subcommittee that the salaries for the elected positions be moved to banded percentage of the CAO salary as determined by the analysis. These positions will also receive a COLA consistent with other employee groups. These two adjustments are reflected in the attached ordinances.

Appointed Department Heads

Staff and the subcommittee recommend that a 5-step salary scale be utilized for appointed department heads. The top step is set at the banded percentage of the CAO salary as determined by the analysis with four steps below in increments of 5% as is typical for all other county employees. This solves the issue of inequity between internal hires and external hires. Department heads can be appointed at the step in the scale that the Board feels is appropriate for their experience and expertise, while providing a consistent mechanism recognizing and compensating for experience gained.

Three of the 10 appointed positions were determined to be above market and will receive no adjustment but will

receive the COLA consistent with other employee groups. It is recommended that when these positions become vacant they be filled within the banded range.

In addition to the COLA, it is recommended that the adjustment for the remainder of the positions be consistent with the implementation of the limited classification study performed as a part of the Inyo County Employee Association Memorandum of Understanding. Appointed department heads will be moved to the closest step above their current salary with a minimum of 5%. As with all other employees, they would be eligible to move to the next step annually based upon receiving a satisfactory performance evaluation from the Board of Supervisors.

Exceptions to the implementation are the Public Works Director, Child Support Director, and the Environmental Health Director. These are relative new hires who have contracts that include the step mechanism being recommended here and have been placed at the step agreed to by them and the Board. They will receive the COLA consistent with other employee groups.

As final note, this recommended analysis and implementation has been prepared as rational framework for the Board to consider when making appointment. However, the setting of salaries is solely the purview of your Board and you have complete discretion in doing so as the situation dictates.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve and provide direction to staff on a different direction.

OTHER AGENCY INVOLVEMENT:

Elected Officials, Department Heads

FINANCING:

The costs associated with these changes are included in the proposed FY 2021/2022 county budget.

ATTACHMENTS:

1. PA-PG Salary Correction Ordinance

APPROVALS:

Darcy Ellis	Created/Initiated - 11/12/2021
Darcy Ellis	Approved - 11/12/2021
Sue Dishion	Approved - 11/12/2021
John Vallejo	Approved - 11/12/2021
Amy Shepherd	Final Approval - 11/12/2021

ORDINANCE NUMBER _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE CALIFORNIA, AMENDING SECTION 2.88.040 OF THE INYO COUNTY CODE TO PROVIDE FOR A CORRECTION IN THE SALARY FOR CERTAIN ELECTED COUNTY OFFICIALS, EXCLUDING MEMBERS OF THE BOARD OF SUPERVISORS

The Inyo County Board of Supervisors ORDAINS as follows:

SECTION I: Authority

Government Code Section 25300 provides that the Board of Supervisors may set the compensation for elected officials by ordinance.

SECTION II: Purpose

The Board of Supervisors for the County of Inyo enacted section 2.88.040 of the Inyo County Code, which sets compensation to be received by elected county officials, excluding members of the Board of Supervisors. By this ordinance, the Board intends to correct a typographical error in Ordinance 21-1266, adopted on June 8, 2021, and to thereby modify the intended salary for the Public Administrator to be the correct amount.

SECTION III: Section 2.88.040(A) Amended to provide for increases in the salary for certain elected officials, excluding the Board of Supervisors.

Subsection A of Section 2.88.040 of the Inyo County Code is amended to read as follows:

- A. Salary: Salaries for each Elected Official listed below shall be paid in accordance with the procedures used to pay all other county officers and employees, as follows:

Title	July 22, 2021 December 22, 2021	December 23, 2021 and on
Assessor	\$ 11,198	\$ 11,198
Auditor/ Controller	\$ 11,198	\$ 11,198
Clerk/Recorder	\$ 10,225	\$ 10,225
District Attorney	\$ 14,120	\$ 14,120
Public Administrator	\$ 9,491	\$ 6,979
Sheriff	\$ 14,120	\$ 14,120
Tax Collector/Treasurer	\$ 10,225	\$ 10,225

SECTION IV: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Board hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION V: EFFECTIVE DATE.

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

PASSED AND ADOPTED this _____ day of _____, 2021,
by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairperson, Inyo County Board of Supervisors

ATTEST: Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board

DCH/BOARD.ORD



County of Inyo



County Administrator - Personnel

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: November 16, 2021

FROM: Sue Dishion, Leslie Chapman

SUBJECT: Proposed Salary Adjustments for Elected and Appointed Department Heads and Officials

RECOMMENDED ACTION:

Request Board: A) waive the first reading of proposed Ordinance 1275 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for a correction in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisors," B) and set enactment for November 23, 2021 in the Board of Supervisors Chamber, Independence.

SUMMARY/JUSTIFICATION:

On July 22, 2021, salary increases for elected officials, excluding the Board of Supervisors became effective. The staff report describing the methodology and rationale for the changes is copied, verbatim, in the Background/History section below. After the ordinance was adopted, it was discovered that the Public Administrator/Public Guardian salary, as printed in the ordinance, contained a typographical error whereby a 9 was typed instead of the intended 6 (\$9,491 instead of \$6,491). According to the staff report below, the chosen methodology to set salaries for elected and appointed officials was to band positions with similar responsibilities to maintain consistency. Then salaries were set as a percentage of the CAO's salary. The issue was thoroughly researched and the finding was that the PA/PG salary was set at 40% of the CAO's salary, or \$6,491 per month or \$77,892 per year. Additionally, the analysis results documented in the staff report below also show the PAPG salary set at 40% of the CAO salary. Consequently, staff recommends adjusting the salary to \$6,469 as originally intended. Staff is not recommending a retroactive adjustment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

In January of 2019, your Board appointed a subcommittee made up of Supervisors Pucci and Kingsley to meet with elected department heads regarding elected official compensation and, subsequently, appointed department head compensation. There were a variety of issues to be addressed. These included:

- having a rational mechanism for evaluating or adjusting elected department head salaries
- the lack of any mechanism for evaluating or adjusting appointed department head salaries
- equity between elected and appointed department heads with similar responsibilities
- equity between appointed department heads promoted from within versus appointed department recruited

from outside the organization

While there was a mechanism for adjusting elected department head salaries based upon a comparison with 15 comparable counties, this mechanism was rudimentary and did not take into account variation in job scope or total compensation. Beyond this, evaluation and adjustment of elected and appointed department head salaries was rarely being done, and then it was done on an ad hoc basis with little or no consideration of scope of responsibility in comparison to other positions. There also tended to be a disparity between department heads appointed from within the organization that were typically paid less than department heads recruited from outside the organization. This normally occurred because in-house candidates did not have department head experience. However, this disparity was exacerbated by lack of a mechanism for internally promoted department heads to earn a more equitable salary as they gained experience.

On January 28, 2019, the Board subcommittee met with and formed a larger committee with all elected department heads. The committee included the District Attorney, Sheriff, Assessor, Auditor-Controller, Treasurer-Tax Collector, Clerk-Recorder. The committee spent a substantial amount of time discussing the relevant issues and possible mechanisms to resolve them. It was determined that a technical committee made up of elected department heads and the County Administrator would perform an analysis for presentation to the full committee. After the mechanism discussed below was developed and an analysis done, it was presented to the Board subcommittee and all elected department heads on July 11, 2019. It was presented to all appointed department heads on August 29, 2019.

The intent was to bring the analysis along with an implementation strategy to your Board for consideration in the spring of 2020 to coincide with budget development. However before this was done, the COVID pandemic hit. Because of fiscal uncertainty and severe restrictions being placed on private businesses, the matter was tabled. As was noted in the FY 20-21 Third Quarter Budget update, the County has weathered the pandemic well fiscally and agreements have been reached with all collective bargaining groups, including a compensation and limited classification study done in conjunction with the Inyo County Employee Association Memorandum of Understanding. Additionally, if adjustments are to be made to elected official salaries, it must be done now in order advise possible candidates of the compensation for the elected positions. Consequently, this item is now being brought forward.

METHODOLOGY

The technical committee met in March, 2019, to review a draft analysis strategy developed Auditor-Control Amy Shepherd. The key element of this analysis was to select a benchmark position that was very similar for every county and to then determine how other positions were compensated in comparison to that benchmark. The benchmark position chosen was the County Administrative Officer as nearly every county has this position and the job descriptions are very similar. The other advantage of choosing this position as a benchmark is that it allows the County Administrator to review and complete the analysis objectively because that becomes the only position that is guaranteed to not have an increase in compensation.

The advantage of doing this type of analysis is that it eliminates the need to account for differences in retirement plans, insurance plans or other benefits. Those benefits will be consistent between executive positions in a given organizations and therefor do not need to analyzed between organizations.

The counties initially chosen for comparison were San Luis Obispo, Monterey, Nevada, Mariposa, Mono, Ventura, and Calaveras. These were initially chosen due to ease of obtaining information and having the necessary positions. Subsequently, we were able to identify an easy mechanism to access the information from most counties. In order to test the validity of our method, different groups of counties were used in a similar analysis for a sampling of positions. This was done in 3 ways. First, an analysis was done using the first California county alphabetically and every seventh county thereafter in an alphabetized list. Second, an analysis was done using the fourth California county alphabetically and included every seventh county thereafter in an alphabetized list. Finally, an analysis was done using the 18 California counties beginning with the letter S. All three of the analyses gave results that were within 2% of the analysis using the original counties.

Once the analysis was completed, positions were grouped into bands in order reduce the number of different salary schedules required and to maintain consistency between positions with similar responsibilities. These banded percentages are the recommended percentage of the County Administrator Salary for each position.

ANALYSIS RESULTS

The results of the analysis are as follow with the raw percentage, a banded percentage utilized to reduce the number different salary scales as is typical in public agencies, and the current percentage of CAO salary.

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Asst. County Admin.	79%	80%	71%
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Probation Chief	69%	69%	69%
Assessor	68%	69%	62%
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Public Guardian/Admin	40%	40%	38%
Board of Supervisors	37%	37%	31%

RECOMMENDED IMPLEMENTATION

Elected Department Heads and Board of Supervisors

It is recommended by staff and by the subcommittee that the salaries for the elected positions be moved to banded percentage of the CAO salary as determined by the analysis. These positions will also receive a COLA consistent with other employee groups. These two adjustments are reflected in the attached ordinances.

Appointed Department Heads

Staff and the subcommittee recommend that a 5-step salary scale be utilized for appointed department heads.

The top step is set at the banded percentage of the CAO salary as determined by the analysis with four steps below in increments of 5% as is typical for all other county employees. This solves the issue of inequity between internal hires and external hires. Department heads can be appointed at the step in the scale that the Board feels is appropriate for their experience and expertise, while providing a consistent mechanism recognizing and compensating for experience gained.

Three of the 10 appointed positions were determined to be above market and will receive no adjustment but will receive the COLA consistent with other employee groups. It is recommended that when these positions become vacant they be filled within the banded range.

In addition to the COLA, it is recommended that the adjustment for the remainder of the positions be consistent

with the implementation of the limited classification study performed as a part of the Inyo County Employee Association Memorandum of Understanding. Appointed department heads will be moved to the closest step above their current salary with a minimum of 5%. As with all other employees, they would be eligible to move to the next step annually based upon receiving a satisfactory performance evaluation from the Board of Supervisors.

Exceptions to the implementation are the Public Works Director, Child Support Director, and the Environmental Health Director. These are relative new hires who have contracts that include the step mechanism being recommended here and have been placed at the step agreed to by them and the Board. They will receive the COLA consistent with other employee groups.

As final note, this recommended analysis and implementation has been prepared as a rational framework for the Board to consider when making appointments. However, the setting of salaries is solely the purview of your Board and you have complete discretion in doing so as the situation dictates.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve and provide direction to staff on a different direction.

OTHER AGENCY INVOLVEMENT:

Elected Officials, Department Heads

FINANCING:

The costs associated with these changes are included in the proposed FY 2021/2022 county budget.

ATTACHMENTS:

1. PA-PG Salary Correction Ordinance

APPROVALS:

Darcy Ellis	Created/Initiated - 11/12/2021
Darcy Ellis	Approved - 11/12/2021
Sue Dishion	Approved - 11/12/2021
John Vallejo	Approved - 11/12/2021
Amy Shepherd	Final Approval - 11/12/2021

ORDINANCE NUMBER _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE CALIFORNIA, AMENDING SECTION 2.88.040 OF THE INYO COUNTY CODE TO PROVIDE FOR A CORRECTION IN THE SALARY FOR CERTAIN ELECTED COUNTY OFFICIALS, EXCLUDING MEMBERS OF THE BOARD OF SUPERVISORS

The Inyo County Board of Supervisors ORDAINS as follows:

SECTION I: Authority

Government Code Section 25300 provides that the Board of Supervisors may set the compensation for elected officials by ordinance.

SECTION II: Purpose

The Board of Supervisors for the County of Inyo enacted section 2.88.040 of the Inyo County Code, which sets compensation to be received by elected county officials, excluding members of the Board of Supervisors. By this ordinance, the Board intends to correct a typographical error in Ordinance 21-1266, adopted on June 8, 2021, and to thereby modify the intended salary for the Public Administrator to be the correct amount.

SECTION III: Section 2.88.040(A) Amended to provide for increases in the salary for certain elected officials, excluding the Board of Supervisors.

Subsection A of Section 2.88.040 of the Inyo County Code is amended to read as follows:

- A. Salary: Salaries for each Elected Official listed below shall be paid in accordance with the procedures used to pay all other county officers and employees, as follows:

Title	July 22, 2021 December 22, 2021	December 23, 2021 and on
Assessor	\$ 11,198	\$ 11,198
Auditor/ Controller	\$ 11,198	\$ 11,198
Clerk/Recorder	\$ 10,225	\$ 10,225
District Attorney	\$ 14,120	\$ 14,120
Public Administrator	\$ 9,491	\$ 6,491
Sheriff	\$ 14,120	\$ 14,120
Tax Collector/Treasurer	\$ 10,225	\$ 10,225

SECTION IV: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Board hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION V: EFFECTIVE DATE.

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

PASSED AND ADOPTED this _____ day of _____, 2021,
by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairperson, Inyo County Board of Supervisors

ATTEST: Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board

DCH/BOARD.ORD

PA/PG Attachments

COUNTY OF INYO
PATRICIA BARTON
Public Administrator Public Guardian
1360 North Main Street Room 220
Bishop, California 93514
(760) 873-5894 Fax: (760) 873-8835

- January 28, 2019 - PAPG did not participate in the Board subcommittee due to staffing in the PAPG office
- Friday June 4, 2019 – PAPG received a handout with the proposed Banded salary ranges, 4 days before Presentation to the Board. PAPG questioned the designated 40% banding and was told that the analysis had been done long ago and there was not a remembrance of the data.
- June 4 to Present, - PAPG Requested Administration cooperation and reconsideration of the Banded Salary range of PAPG based on information received by Personnel in Monterey County that the Position comparison in Monterey County Salary Schedule was a position labeled PUBLIC ADMINISTRATOR/GUARDIAN/CONSERVATOR. Although the titled position remained on the Salary Schedule, IT HAS NOT BEEN A FILLED POSITION FOR OVER 10 YEARS.
- The previous decade and present Department Head for PAPGPC in Monterey County is the appointed Director of Health, banded at 80% of Monterey CAO salary.
- In the 58 counties in California, Inyo County is the only stand-alone Public Administrator Public Guardian office.
- Inyo county Public Administrator is an elected position and the Office of Public Guardian is assigned making PUBLIC ADMINISTRATOR PUBLIC GUARDIAN a Department head of two important and intricately technical departments with a large work load.
- California Public Administrator Public Guardian Public Conservator Association requires by statute membership and ongoing certification. Inyo County has five (5) participating members. Deputy Public Conservator Noni Steedle, Deputy Public Administrator Public Guardian, Alexis Safarik, Behavioral Health Deputy Director Kimball Pier, Deputy Director of Aging Services Darcia Blackdeer-Lent and Public Administrator Public Guardian Patricia Barton.

HHS DEPUTY DIRECTOR BEHAVIORAL HEALTH ANNUAL SALARY = \$115, 416

HHS DEPUTY DIRECTOR AGING AND SOCIAL SERVICES = \$115,416

DEPARTMENT HEAD PUBLIC ADMINISTRATOR PUBLIC GUARDIAN = \$87,096

- Elected Public Administrator Public Guardian's salary is significantly less than every other Appointed and Elected Department Head's Assistant's Salaries in the County of Inyo.

PUBLIC ADMINISTRATOR PUBLIC GUARDIAN requests that the salary of PAPG is adjusted to equitably compensate for the responsibility and liability of her office, to equitably reflect the knowledge and skills as an Elected Department Head of two Departments, reflective of Banded Department Head Salaries at the 4th banded tier ~ 60%, \$127,608 annual compensation.

Printed & Received from Army
SheAMO 3/11/2022

Department	Column2	Column3	%	Column6	Column7	Column8	Column9	Column10	Column11	Column12	Column13	Column14	Column15	Column16	Column17	Column18	Column19	Column20	Column21	Column22	Column23	Column24	Column25	Column26	Column27	Column28	Column29
	INYO	INYO	% Between CAO & DH Inyo	SAN LUIS	SAN LUIS	% Between CAO & DH San Luis	MONTEREY	MONTEREY	% Between CAO & DH Monterey	NEVADA	NEVADA	% Between CAO & DH Nevada	MARIPOSA	MARIPOSA	% Between CAO & DH Mariposa	MONO	MONO	% Between CAO & DH Mono	VENTURA	VENTURA	% Between CAO & DH Ventura	CALVERAS	CALVERAS	% Between CAO & DH Calveras	Average	Trimmed M	
COUNTY ADMIN OFFICER	\$ 180,000	\$ 204,168		\$ 248,160	\$ 225,936		\$ 308,592	\$ 223,143		\$ 130,000	\$ 150,000		\$ 173,400	\$ 296,336		\$ 296,336		\$ 186,430	\$ 186,430								
COUNTY COUNSEL	\$ 185,220	\$ 184,092	-3%	\$ 223,788	\$ 193,008	10%	\$ 263,604	\$ 208,840	6%	\$ 151,668	\$ 162,302	-1%	\$ 271,421	\$ 271,421	8%	\$ 154,752	\$ 154,752	17%	\$ 154,752	\$ 154,752	17%	\$ 154,752	\$ 154,752	17%	9%		
HEALTH & HUMAN SERVICE	\$ 128,520	\$ 169,644	29%	\$ 206,280	\$ 180,840	17%	\$ 246,996	\$ 185,964	17%	\$ 133,657	\$ 114,334	11%	\$ 126,023	\$ 160,650	27%	\$ 224,924	\$ 154,752	17%	\$ 154,752	\$ 154,752	17%	\$ 154,752	\$ 154,752	17%	20%	19%	
PUBLIC WORKS	\$ 130,211	\$ 165,372	20%	\$ 201,000	\$ 151,872	19%	\$ 207,312	\$ 182,292	18%	\$ 133,657	\$ 126,023	11%	\$ 160,650	\$ 224,924	24%	\$ 154,752	\$ 154,752	17%	\$ 154,752	\$ 154,752	17%	\$ 154,752	\$ 154,752	17%	21%	21%	
ENV HEALTH SERVICE	\$ 105,084	\$ 117,348	42%	\$ 142,584	\$ 134,040	43%	\$ 183,060	\$ 138,552	38%	\$ 100,749	\$ 102,424	41%	\$ 127,275	\$ 127,275	32%	\$ 127,275	\$ 127,275	32%	\$ 127,275	\$ 127,275	32%	\$ 127,275	\$ 127,275	32%	38%	38%	
PLANNING	\$ 105,084	\$ 165,372	42%	\$ 201,000	\$ 116,016	19%	\$ 158,364	\$ 148,572	33%	\$ 112,029	\$ 81,790	53%	\$ 144,771	\$ 202,419	32%	\$ 121,160	\$ 121,160	35%	\$ 121,160	\$ 121,160	35%	\$ 121,160	\$ 121,160	35%	35%	35%	
AG COMMISSIONER	\$ 144,840	\$ 123,364	20%	\$ 149,940	\$ 141,216	40%	\$ 192,888	\$ 127,932	43%	\$ 103,866			\$ 121,032	\$ 168,129	43%	\$ 85,946	\$ 104,499	44%	\$ 104,499	\$ 104,499	44%	\$ 104,499	\$ 104,499	44%	40%	41%	
WATER	\$ 113,172		37%		\$ 183,452	100%	\$ 223,236		28%			0%			100%	\$ 127,212	\$ 178,197	40%	\$ 178,197	\$ 178,197	40%	\$ 178,197	\$ 178,197	40%	100%	34%	
CHILD SUPPORT	\$ 120,540	\$ 146,448	33%	\$ 178,020	\$ 126,360	28%	\$ 172,584	\$ 158,532	29%	\$ 90,442			\$ 160,400	\$ 224,582	24%	\$ 160,400	\$ 160,400	0%	\$ 160,400	\$ 160,400	0%	\$ 160,400	\$ 160,400	0%	33%	32%	
CHIEF PROBATION	\$ 124,820	\$ 142,536	31%	\$ 173,280	\$ 150,804	30%	\$ 205,968	\$ 148,572	33%	\$ 110,820			\$ 114,834	\$ 153,515	34%	\$ 214,944	\$ 120,099	27%	\$ 120,099	\$ 120,099	27%	\$ 120,099	\$ 120,099	27%	31%	32%	
SHERIFF	\$ 138,816	\$ 209,412	23%	\$ 209,412	\$ 251,148	16%	\$ 251,148	\$ 185,964	17%	\$ 148,131			\$ 146,481	\$ 293,953	16%	\$ 293,953	\$ 146,370	1%	\$ 146,370	\$ 146,370	1%	\$ 146,370	\$ 146,370	1%	13%	14%	
DISTRICT ATTORNEY	\$ 147,228	\$ 214,980	18%	\$ 214,980	\$ 266,184	13%	\$ 266,184	\$ 185,964	17%	\$ 135,027			\$ 152,352	\$ 271,341	8%	\$ 160,326	\$ 160,326	14%	\$ 160,326	\$ 160,326	14%	\$ 160,326	\$ 160,326	14%	13%	13%	
ASSESSOR	\$ 111,540	\$ 174,444	38%	\$ 174,444	\$ 215,484	30%	\$ 215,484	\$ 148,572	33%	\$ 103,866			\$ 110,160	\$ 207,300	30%	\$ 111,883	\$ 111,883	40%	\$ 111,883	\$ 111,883	40%	\$ 111,883	\$ 111,883	40%	33%	32%	
AUDITOR-CONTROLLER	\$ 111,540	\$ 179,712	38%	\$ 179,712	\$ 215,484	28%	\$ 215,484	\$ 158,532	29%	\$ 109,802			\$ 106,121	\$ 226,117	24%	\$ 111,883	\$ 111,883	40%	\$ 111,883	\$ 111,883	40%	\$ 111,883	\$ 111,883	40%	31%	30%	
CLERK/RECORDER/ELECTIONS	\$ 101,412	\$ 151,644	44%	\$ 151,644	\$ 99,324	39%	\$ 135,588	\$ 148,572	33%	\$ 88,451			\$ 101,127	\$ 198,812	33%	\$ 111,883	\$ 111,883	40%	\$ 111,883	\$ 111,883	40%	\$ 111,883	\$ 111,883	40%	41%	39%	
TREASURER/TAX-COLLECTOR	\$ 102,672	\$ 111,876	43%	\$ 135,876	\$ 215,484	45%	\$ 215,484	\$ 148,572	33%	\$ 103,866			\$ 106,121	\$ 149,755	49%	\$ 111,883	\$ 111,883	40%	\$ 111,883	\$ 111,883	40%	\$ 111,883	\$ 111,883	40%	38%	38%	
PUBLIC GARDIAN/PUBIC ADMIN	\$ 77,400	\$ -	57%	\$ -	\$ 91,536	100%	\$ 124,932		60%			100%			100%			100%			100%				60%	60%	
CORONER	\$ 25,476	\$ -	86%	\$ -	\$ -	100%	\$ -		100%			100%			100%			100%			100%				67%	67%	
Member of Board	\$ 54,960		69%		\$ 51,108		\$ 51,108		77%	\$ 50,010			\$ 49,308	\$ 53,544	69%	\$ 56,306	\$ 70,928	62%	\$ 70,928	\$ 70,928	62%	\$ 70,928	\$ 70,928	62%	69%	69%	

	SLO	Monterey	Nevada	Mariposa	Mono	Ventura	Calaveras	Average	Less Hi/LO	Inyo	Band	Banded	Current	Diff	% Diff	
CAO													\$187,272	15,606	194760	
CoCo	90%	85%	94%	101%	94%	92%	83%	639%	91%	91%	103%	0.91	\$170,418	\$192,703	-\$22,285	-11.6%
DA	87%	86%	83%	90%	88%	92%	86%	612%	87%	87%	82%	0.87	\$162,927	\$153,176	\$9,751	6.4%
Sheriff	86%	81%	83%	99%	84%	99%	73%	605%	86%	87%	83%	0.87	\$162,927	\$155,257	\$7,670	4.9%
HHS	83%	80%	83%	89%	66%	77%	83%	561%	80%	81%	71%	0.8	\$149,818	\$133,712	\$16,105	12.0%
PW	81%	67%	82%	89%	73%	76%	83%	551%	79%	79%	72%	0.8	\$149,818	\$135,473	\$14,345	10.6%
ACAO	82%	72%	86%	82%	71%	88%	56%	537%	77%	79%	71%	0.8	\$149,818	\$132,464	\$17,354	13.1%
Child Sup	72%	56%	71%	60%	0%	76%	0%	335%	67%	68%	72%	0.69	\$129,218	\$125,410	\$3,808	3.0%
Auditor	72%	70%	71%	73%	61%	86%	60%	493%	70%	69%	72%	0.69	\$129,218	\$116,046	\$13,171	11.4%
Prob	70%	67%	67%	74%	66%	73%	64%	481%	69%	69%	69%	0.69	\$129,218	\$129,655	-\$437	-0.3%
Assess	70%	70%	67%	69%	64%	70%	60%	470%	67%	68%	62%	0.69	\$129,218	\$116,046	\$13,171	11.4%
Water	0%	72%	0%	0%	0%	60%	0%	132%	66%	66%	63%	0.69	\$129,218	\$117,744	\$11,474	9.7%
Plan	81%	51%	67%	75%	47%	68%	65%	454%	65%	65%	58%	0.63	\$117,981	\$109,329	\$8,652	7.9%
Env Heal	57%	59%	62%	67%	59%	0%	68%	372%	62%	62%	58%	0.63	\$117,981	\$109,329	\$8,652	7.9%
Clerk/Rec	61%	46%	67%	58%	58%	67%	60%	417%	60%	61%	56%	0.63	\$117,981	\$105,509	\$12,472	11.8%
Treas/TC	55%	70%	67%	69%	54%	51%	60%	426%	61%	61%	56%	0.63	\$117,981	\$105,509	\$12,472	11.8%
Ag Comm	60%	63%	57%	69%	0%	57%	56%	362%	60%	59%	80%	0.63	\$117,981	\$150,692	-\$32,710	-21.7%
PG/PA	0%	40%	0%	0%	0%	0%	0%	40%	40%	40%	38%	0.40	\$74,909	\$71,238	\$3,671	5.2%
Board	35%	46%	23%	33%	31%	50%	38%	256%	37%	37%	31%	0.37	\$69,291	\$57,180	\$12,110	21.2%

30532
114,228
141,8470

	INYO 2023 19157		SLO 286261		MONTEREY 446229		NEVADA 103285		MARIPOSA 16795		MONO 12892		VENTURA 849999		CALAVERAS 45234		MENDOCINO 92353		
CAO	202548	100%	301122	100%	342348	100%	227606	100%	200981	100%	187716	100%	354010	100%	203964	100%	220000	100%	
DA	176220	87%	267925	89%	259296	76%	193510	85%	166318	82%	170264	91%	309841	87%	203424	99.70%	190528	87%	
SHERIFF	176220	87%	255882*	85.00%	278616*	81%	193510*	85%	173055*	86%	170264*	91%	332337	93%	203424	99.70%	189675*	86%	
AUDITOR	139752	69%	231379*	77%	239052	70%	164964	73%	145133	72%	154435	825	260059	73%	151861	75%	176267*	80%	
ASSESSOR	139752	69%	204776	68%	239052	70%	154607	68%	126408	63%	133406	71%	239601	68%	151861	75%	149136 *	68%	
CLERK REC	127608	63%	167294	56%	NA*		154607	68%	NA*		121004	65%	229978	65%	151861	75%	NA	0%	
TREAS/TAX	127608	63%	NA*		239052	70%	154607	68%	121144	60%	115241	61%	231944	66%	151861	75%	NA	0%	
PAPG	87096	43%	NA*	77% 84%	NA*	80%	NA*	85%	70%	NA*	86% 85%	NA*	71%	NA*	75%	NA	56% 83%	NA*	78%
BOARD	74940	37%	7535	30%	151632	44%	63667	28%	56267	30%	57504	30%	141331	40%	81016	40%			
CORONER	25476	12.60%	NA*	0%	NA	0%	NA*	0%	NA*	0%	NA*	0%	NA*	0%	NA*	0%	NA*	0%	

PAPG	DEPT HEAD	AUDITOR/TREASURER/PA*	DIRECTOR HEALTH SERVICES	SHERIFF/PA/CORONER*	PA/SHERIFF/CORONER*	PA/PG/PC*	PA/PG/PC*	PA/CORONER*	PA/PG
		231379	PA/PG/PC 274008	193510	173055	SOCIAL SERVICES DIRECTOR	HUMAN SERVICES AGENCY	statutory fees 114691	170498
		PGPC 251493		PG/PC* 158535	PG/PC* 170639	133407	260708	*Stand alone-salary +	DIRECTOR OF SOCIAL SERVICES
		HELATH AGENCY DIRECTOR		DIRECTOR OF HUMAN RESOUF DIRECTOR HHS		*RECENTLY CONSOLIDATED		PG/PC 169104	

SLO	* AUDITOR CONTROLLER/TREASURER TAX COLLECTOR/ PUBLIC ADMINISTRATOR			*SHERIFF/CORONER		* HEALTH AGENCY DIRETOR PAPG			
MONTEREY	*SHERIFF/CORONER		*TREASURER TAX COLLECTOR COUNTY CLERK			*DIRECTOR OF HEALTH/PA/PG/PC		*ASSESSOR/ CLERK RECORDER	
NEVADA	* SHERIFF/ PA/CORONER		* PG/PC DIRECTOR OF HHS						
MARIPOSA	* ASSESSOR/RECORDER		*SHERIFF/CORONER/PA		* DIRECTOR OF HELTH AND SERVICES				
MONO	* RECENTLY CONSOLIDATED FROM DISTRICT ATTORNEY/PA, SOCIAL SERVICES/PG, BEHAVIOURAL HEALTH/PC						* SHERIFF/CORONER		NOTE* In last 5 years-averaged 1 case per yr or 5 SUMMARY- NO FORMAL PROBATE
VENTURA	* MEDICAL EXAMINER/CORONER		*JUNE 2023 TRANSITIONING TO PGPC STAND ALONE DEPARTMENT- PA TO REMAIN WITH HUMAN SERVICES						
CALAVERAS	*PA CORONER- SALARY AND "KEEPS" STATITORY FEES- ONLY SUCH MODEL IN CA PREVIOUS TO 1980 INYO COUNTY SAME MODEL-								
MENDICINO	* ASSESSOR/ CLERK RE RECORDER/ELECTIONS			*AUDITOR-CONTROLLER/TREASURER TAX COLLECTOR			*SHERIFF CORONER		*PAPG -DIRECTOR OF SOCIAL SERVICES

ELECTED APPOINTED SMALL COUNTY MEDIUM COUNTY LARGE COUNTY

County of Inyo is the ONLY County with a stand alone PAPG department - PA ELECTED

Handout Court Quilted June 2022

	SLO	Monterey	Nevada	Mariposa	Mono	Ventura	Calaveras	Average	Less Hi/LO	Inyo	Band	Banded	Current	Diff	% Diff	
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PG/PA	0%	40%	0%	0%	0%	0%	0%	40%	40%	40% ⁴¹	38%	40%	\$74,909	\$71,238	\$3,671	5.2%
Board	35%	46%	23%	33%	31%	50%	38%	256%	37%	37%	31%	0.37	\$69,291	\$57,180	\$12,110	21.2%