

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

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

May 3, 2022 - 10:00 A.M.

1. **PLEDGE OF ALLEGIANCE**
2. **PUBLIC COMMENT** (Comments may be time-limited)
3. **INTRODUCTION** - New Environmental Health Specialist Trainee Torrie Rogers will be introduced to the Board.
4. **COUNTY DEPARTMENT REPORTS**
5. **PROCLAMATION** - Request Board approve a Proclamation Declaring May 2022 as Mental Health Awareness Month in Inyo County.

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

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

person.

7. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the agreement between the County of Inyo and the 18th District Agricultural Association (Tri-County Fairgrounds) for the provision of indoor rental space to conduct COVID-19 vaccination services in an amount not to exceed \$800 per day and COVID-19 testing services not to exceed \$500 per day, for the period of January 1, 2022, through June 30, 2023, contingent upon approval of the Fiscal Year 2022-2023 Budget, and authorize the HHS Director to sign.
8. **Health & Human Services - Social Services** - Request Board approve purchases from Source Creative Office Interiors during Fiscal Year 2021-2022 in the amount of \$10,126.55, including a blanket purchase order in the amount of \$5,654.99 for the remainder of the fiscal year.
9. **Public Works** - Request Board: A) approve the construction contract between the County of Inyo and A Plus Roofing of Bishop, CA in the amount of \$24,960.00, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and B) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.
10. **Sheriff** - Request Board authorize the submittal of the U.S. Department of Justice Patrick Leahy Bulletproof Vest Program application for 2022.

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

11. **Health & Human Services - Behavioral Health** - Request Board amend the Authorized Strength in Behavioral Health by deleting one (1) part-time Psychotherapist, Range PT 81 (\$36.97-\$44.95) and adding one full-time Psychotherapist, Range 81 (\$6,207-\$7,792) for jail-based services.
12. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of April 26, 2022.

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

- 10:15 A.M.** 13. **Health & Human Services - Social Services** - Request Board receive a presentation from County Medical Services Program (CMSP) Executive Director Kari Brownstein, including an update on Connect to Care and other CMSP programs available to Inyo County residents.
- 11 A.M.** 14. **USFS/BLM** - Request Board receive a presentation from the Inyo National Forest and Bureau of Land Management on wildfire conditions.
- 11:30 A.M.** 15. **Sheriff** - Request Board: A) conduct a public hearing to impose heightened fees on the licensure of dogs that have been declared dangerous or vicious pursuant to Cal. Food & Ag. Code section 31601, et seq.; and B) approve Resolution No. 2022-15, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Establishing Fees for the Licensure of Dangerous and Vicious Dogs," and authorize the Chairperson to sign.

12 P.M.

16. **Board of Supervisors** - The Board will recess to greet participants of the annual DeAnza Trail Caballeros Ride as they make a special trip through Inyo County. *(The meeting will be reconvened, if necessary, at the discretion of the Chairperson and at the Board's convenience.)*

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

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

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

18. **Department of Alcoholic Beverage Control** - Application for person-to-person transfer of On-Sale Beer and Wine - Eating Place license from Carrie Erickson to Pamela Daughtery for the Alabama Hills Cafe and Bakery in Lone Pine.



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 3, 2022

FROM: Marilyn Mann

SUBJECT: Proclamation declaring May 2022 as Mental Health Awareness Month

RECOMMENDED ACTION:

PROCLAMATION - Request Board approve a Proclamation Declaring May 2022 as Mental Health Awareness Month in Inyo County.

SUMMARY/JUSTIFICATION:

The attached proclamation recognizes May 2022 as Mental Health Awareness Month in Inyo County, a month focused on enhancing public awareness and dispelling the stigma surrounding mental health. Half of the population will experience some type of mental health challenge over the course of a lifetime; and, according to the National Alliance of Mental Illness (NAMI), mental health challenges are one of the most common health conditions, with approximately 44 million adults and 17 million young people facing the reality of living with mental illness annually. Additionally, one in 20 adults experience serious mental illness, impacting not only the individual, but also their family and community. According to NAMI, 21% of persons experiencing homelessness and 37% of individuals who are incarcerated in federal and state prisons have a serious mental health condition. Seventy percent of justice-involved juveniles have at least one mental health challenge. Globally, depression is the leading cause of disability.

Recovery can and does happen through treatment, including therapy, medication and self-care. The stigma associated with mental illness is a barrier for millions of individuals who may feel isolated and alone, often going many years before seeking help. Many suffer to the extent that they become homeless and die as a result of the effects of substance use combined with mental illness. As a community committed to practicing JEDI principles (Justice, Equity, Diversity, and Inclusion), we can eliminate the stigma associated with mental illness and substance dependence. We can be "the medicine" by providing compassionate support and making it our responsibility to educate ourselves and those around us. We are not separate from anyone challenged by a mental health condition, nor are we exempt ourselves. People struggling with mental health issues are often gifted and can be valuable members of our communities when we cultivate their strengths, care for them as part of our communities, and link them with culturally relevant services. As a community, we can participate in optimizing their well-being.

Mental Health Awareness Month, which has been celebrated since 1949, is intended to help bring awareness to this critical issue and to help communities recognize that mental health treatment is important and is just as critical as treatment for physical illness. Mental Health Awareness Month allows us to work together to create a community where everyone feels comfortable reaching out for the support and treatment they deserve.

Inyo County Health and Human Services' Behavioral Health Division is respectfully requesting approval of the attached proclamation declaring May 2022 as Mental Health Awareness Month in Inyo County.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Proclamation.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There is no financial impact associated with this agenda item.

ATTACHMENTS:

1. 2022 Mental Health Awareness Proclamation

APPROVALS:

Marilyn Mann	Created/Initiated - 4/22/2022
Darcy Ellis	Approved - 4/22/2022
Marilyn Mann	Approved - 4/23/2022
Kimball Pier	Approved - 4/26/2022
Marilyn Mann	Final Approval - 4/27/2022



**PROCLAMATION
OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
DECLARING MAY 2022 AS MENTAL HEALTH
MATTERS MONTH**



WHEREAS, approximately 44 million adults and 17 million young people experience mental illness annually; and

WHEREAS, mental health challenges are one of the most common health conditions in California, affecting one out of six adults and impacting both the person experiencing mental health challenges and those persons who care and love the person facing the challenge; and

WHEREAS, one out of every twenty people experience serious mental illness, resulting in difficulty functioning in everyday life if left untreated, including homelessness and incarceration, and

WHEREAS, every day, millions of people face stigma related to mental health and may feel isolated and alone, going years before receiving any help; and

WHEREAS, recovery can and does happen, and all Californians should know that support and help is available regardless of any individual's situation; and

WHEREAS, working together for mental health we can create a community where everyone feels comfortable reaching out for the support they deserve is crucial to ending the stigma around mental health; and

WHEREAS, access to support and ending the stigma is of paramount importance.

NOW, THEREFORE, BE IT PROCLAIMED that the Inyo County Board of Supervisors declares May 2022 as Mental Health Awareness Month in Inyo County to enhance public awareness of mental health and to help end the stigma.

APPROVED AND ADOPTED this 3rd day of May 2022, by the Inyo County Board of Supervisors.

Dan Totheroh,
Chairperson, County of Inyo Board of Supervisors

Attest: LESLIE CHAPMAN
Clerk of the Board

By: _____
Assistant Clerk of the Board



County of Inyo

County Counsel

CONSENT - ACTION REQUIRED

MEETING: May 3, 2022

FROM: County Counsel

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

RECOMMENDED ACTION:

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

SUMMARY/JUSTIFICATION:

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

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

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. AB 361 Public Meeting Recommendations

APPROVALS:

Darcy Ellis
John Vallejo

Created/Initiated - 4/25/2022
Final Approval - 4/25/2022



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

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

Marilyn Mann, Director
mmann@inyocounty.us

Date: September 23, 2021

To: Inyo County Local Agency Governing Bodies

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

Re: Continued Recommendation Re Social Distancing and Remote Meetings

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

This recommendation will remain in place until further notice.

Dr. James A. Richardson
Inyo County Health Officer



County of Inyo



Health & Human Services - Health/Prevention

CONSENT - ACTION REQUIRED

MEETING: May 3, 2022

FROM: Genoa Meneses

SUBJECT: Rental agreement between Inyo County and the 18th District Agricultural Association (Tri-County Fairgrounds)

RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and the 18th District Agricultural Association (Tri-County Fairgrounds) for the provision of indoor rental space to conduct COVID-19 vaccination services in an amount not to exceed \$800 per day and COVID-19 testing services not to exceed \$500 per day, for the period of January 1, 2022, through June 30, 2023, contingent upon approval of the Fiscal Year 2022-2023 Budget, and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

In an on-going effort to respond and recover to COVID-19 within our community, the Inyo County Health and Human Services, Public Health & Prevention Division continues to facilitate the oversight of community-based testing and large-scale (MassVax or POD) vaccine clinics. The staff and supplies for on-going COVID-19 testing are funded by the California Department of Public Health and operated in collaboration with the OptumServe/LHI COVID-19 Testing Program. To date, the ability to offer weekly COVID-19 testing and large-scale vaccine clinics has served countless community members, providing a vital, equitable, and accessible service that enables Inyo County to meet State vaccination goals and mandated testing metrics which otherwise would be significantly more difficult to meet.

Due to the winter COVID-19 case surge and HHS/Public Health administrative staff vacancies, the original COVID-19 testing (RA-20-80) and vaccination rental agreement (RA-21-07) term ended on December 31, 2021 and went unnoticed until we received the January 2022 and February 2022 testing invoices on February 28, 2022 for processing/payment. In order to build a more adaptable rental agreement that is inclusive of the known current testing and vaccination clinic needs/demands and the unknown future testing and vaccination clinic needs/demands, a new agreement with updated language and terms was drafted. The daily building rental amounts remain the same in this agreement for both testing and vaccination clinics. The contract was drafted on March 1, 2022 (03/01/22) and back-dated to January 1, 2022, however the review and editing process did take longer than anticipated. Therefore, this contract is being brought before your Board in April/May 2022 for review and ratification.

We respectfully request that your Board approve the ratification of the agreement between the County of Inyo and the 18th District Agricultural Association (Tri-County Fairgrounds) for the period of January 1, 2022, through June 30, 2023, contingent upon the approval of the FY 2022/23 budgets, and authorize the Health and Human

Services Director, Marilyn Mann to sign.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Your Board has previously approved separate rental agreements for testing and vaccination clinics at the 18th District Agricultural Association (Tri-County Fairgrounds), both of which expired December 31, 2021. This is a new rental agreement (01/01/2022 to 06/30/2023) that covers both rental needs and aligns with the COVID-19 response/recovery (ELC-2/ELCx) grant period.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this agreement which would result in the loss of our secured and dedicated COVID-19 testing and large-scale vaccination clinic rental space.

OTHER AGENCY INVOLVEMENT:

CDPH and OptumServe/LHI

FINANCING:

Federal funding. This expense will be paid out of the ELC #2 budget (610390), Office, Space and Site Rental object code (5291). No County General Funds.

ATTACHMENTS:

1. Tri-County Fair/Inyo County 2022-2023 Rental Agreement

APPROVALS:

Genoa Meneses	Created/Initiated - 4/21/2022
Darcy Ellis	Approved - 4/21/2022
Melissa Best-Baker	Approved - 4/22/2022
Marilyn Mann	Approved - 4/23/2022
John Vallejo	Approved - 4/25/2022
Amy Shepherd	Approved - 4/26/2022
Marilyn Mann	Final Approval - 4/26/2022

INTERIM EVENT/BUILDING RENTAL AGREEMENT

THIS RENTAL AGREEMENT (“Agreement”) is by and between the **18th District Agricultural Association**, (“Association”), commonly known as the **Tri-County Fairgrounds** (“Fairgrounds”), and **The Inyo County HHS** (“Renter”). Association and Renter may be collectively referred to as the “Parties.”

1. Association hereby grants to the Renter the right to occupy the space(s) known as **The Tallman Pavilion, Heritage Arts Building plus Additional Buildings & Areas as needed**, as depicted in Exhibit A, located on the Fairgrounds at **475 Sierra Street, Bishop, California 93514** (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The term of this Agreement begins on **01/01/22** and ends on **06/30/23**. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
3. The purposes of occupancy shall be limited to **COVID-19 Testing, Vaccination Clinics, and Storage per the request of the Inyo County HHS**.
4. Renter shall pay Association the amount of **\$500 per day for The Tallman (testing), and \$800 per day for The Heritage Arts plus Patio for vaccination clinics. Any additional buildings or land use rates will be charged the current rental rates at the time of use**. Payments should be made by **cash, check or credit card**. Upon execution of this Agreement, Renter shall pay the Association a deposit in the amount of **\$0.00 deposit waived per Jen McGuire**.
5. Renter shall pay the following services and fees: **daily rate as stated above. The 18DAA will invoice the end of each month**.
6. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
7. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker’s compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages,

including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in anyway connected with the exercise by Renter of the privileges herein granted.

8. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris. **Renter will remove all biohazard waste. All other waste may be deposited into dumpsters provided by the Association.**
9. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
10. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
11. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or earlier termination of this Agreement.
14. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
15. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.

16. The Association shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.
17. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
18. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
19. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
20. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.
21. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
22. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

Map of Fairgrounds Depicting Premises	Exhibit A
California Fair Services Authority Insurance Requirements	Exhibit B
Rental Agreement	Exhibit C

23. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

**Inyo County HHS
ATTN: Public Health Admin.
1360 N. Main Street - Suite 203-C
Bishop, CA 93514**

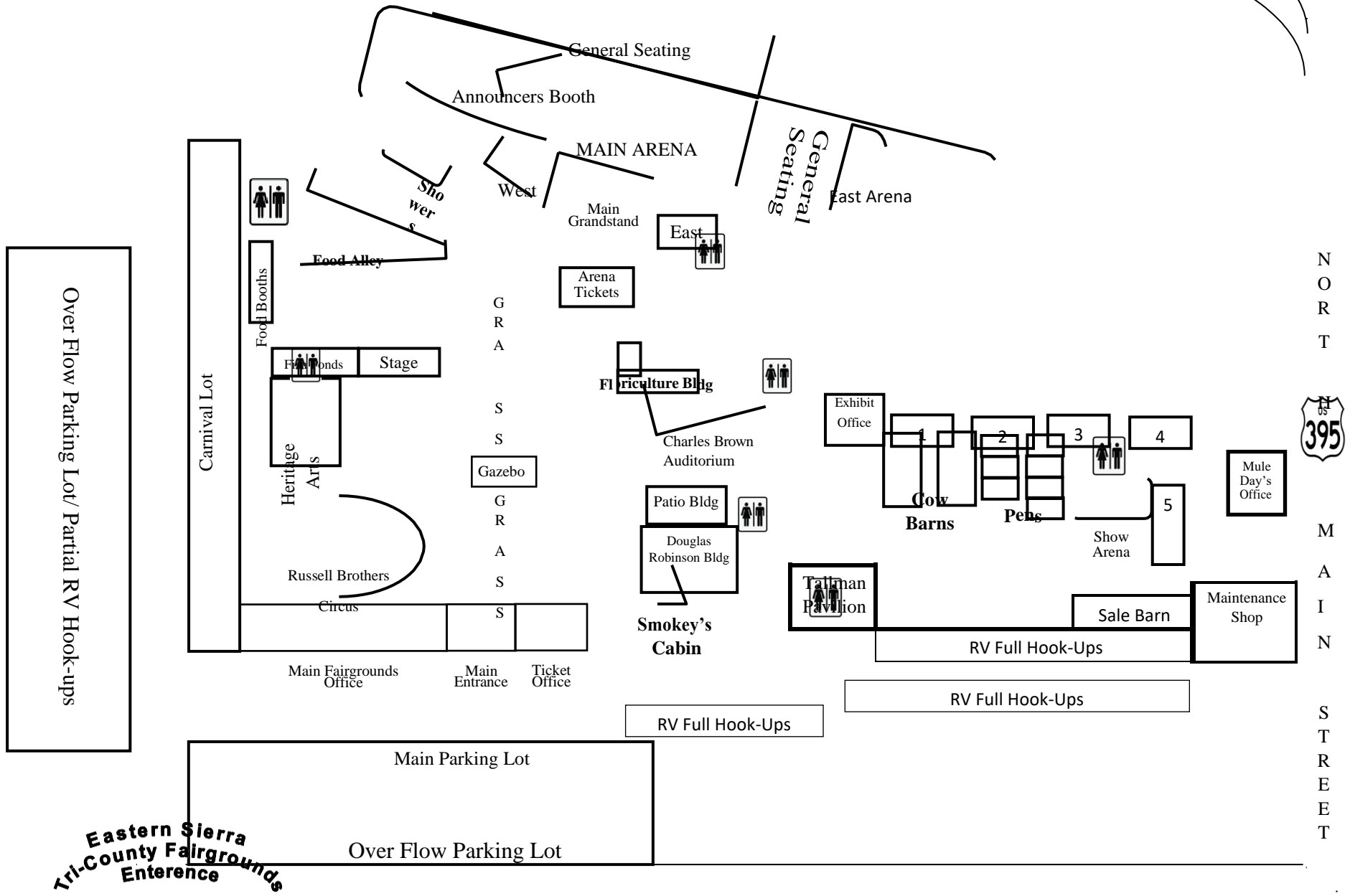
Signature:
Name/Title:
Date:

18th DISTRICT AGRICULTURAL
ASSOCIATION 475 Sierra Street, Bishop, CA
93514 Signature: *Jen McGuire*
Title: Jen McGuire - CEO
Date: 03/01/22

EXHIBIT A

Mammoth
Reno

Tonopah



Over Flow Parking Lot/ Partial RV Hook-ups

Carnival Lot

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**Eastern Sierra
Tri-County Fairgrounds
Entrerence**

Sierra Street

EXHIBIT B

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5, 000, 000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized

events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
- 4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 - 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
 - 6. Insurance Company: The company providing insurance coverage must be

acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude

the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

Specific wording for insurance on all contracts:

Please include the following under additional insured.

“That the State of California, California Fair Services Authority, the District Agricultural Association, Inyo County, City of Los Angeles Department of Water and Power, Tri-County Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.”

EXHIBIT C

RENTAL AGREEMENT BETWEEN 18TH DISTRICT AGRICULTURAL ASSOCIATION – EASTERN SIERRA TRI-COUNTY FAIRGROUNDS AND Inyo County HHS

TERM:
 FROM: 01/01/2022 TO: 06/30/2023

As agreed upon in the interim event/building rental agreement, Inyo County HHS agrees to compensate the Fairgrounds for total expenditures in an amount not to exceed \$100,000.00, incurred from January 1, 2022 to June 30, 2023, based on rental needs confirmed in advance. If rental needs change, Inyo County HHS will notify the Fairgrounds in staff with advance notice of the changes (ideally, at least 30 days).

Rental Rates:

- Tallman Building - \$500 per day
- The Heritage Arts + Patio Building - \$800 per day

All other building or land use will be charged the current rental rate at the time of use. Use of additional building or land will be agreed upon in writing and in advance of the rental period.

Expected Rental Schedule at Time of Contract Execution:

M = Monday | Tuesday = T | Wednesday = W | Thursday = Th | Friday = F | Saturday = Sat | Sunday = Sun

FY 21/22			FY 22/23			FY 22/23		
Month	Testing	Clinic	Month	Testing	Clinic	Month	Testing	Clinic
January:	M, W, Th	n/a	July:	M & W	n/a	January:	M & W	n/a
February:	M, W, Th	n/a	August:	M & W	n/a	February:	M & W	n/a
March:	M & W	n/a	September:	M & W	n/a	March:	M & W	n/a
April:	M & W	n/a	October:	M & W	n/a	April:	M & W	n/a
May:	M & W	n/a	November:	M & W	n/a	May:	M & W	n/a
June:	M & W	n/a	December:	M & W	n/a	June:	M & W	n/a

If the rental schedule above changes, the Inyo County PH Staff will notify the Fairgrounds Staff as soon as possible so that future invoices may be adjusted accordingly.

Estimated Contract Budget:

Year 1 - January 2022 to June 2022 (Y1 = 6 months) – \$30,500.00
 Year 2 - July 2022 to June 2023 (Y2 = 12 months) – \$65,000.00

Total Scheduled Contracted: as of 01/01/2022 – \$95,500.00

Total Contract will not exceed: \$100,000.00



County of Inyo



Health & Human Services - Social Services

CONSENT - ACTION REQUIRED

MEETING: May 3, 2022

FROM: Melissa Best-Baker

SUBJECT: Ratification of payments and approval of purchase order

RECOMMENDED ACTION:

Request Board approve purchases from Source Creative Office Interiors during Fiscal Year 2021-2022 in the amount of \$10,126.55, including a blanket purchase order in the amount of \$5,654.99 for the remainder of the fiscal year.

SUMMARY/JUSTIFICATION:

County Purchasing Policy states that any department-wide purchases from one vendor for over \$10,000 must be approved by the Board. HHS has 23 individual budgets that it oversees. We will be purchasing over \$10,000 in new office furniture at the Bishop consolidated building. We are respectfully requesting those prior purchases in the amount of \$4,471.56 be ratified and authorize a blanket purchase order in the amount of \$5,654.99, which will bring the total costs to \$10,126.55, allowing the Department to purchase needed furniture.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

We could delay any further purchases of additional office furniture this fiscal year.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

State and Federal funding. This expense is budgeted in the Social Services budget (055800) in Professional Services (5265) and Office & Other Equip < \$5,000 object code (5232). No County General Funds.

ATTACHMENTS:

APPROVALS:

Melissa Best-Baker

Created/Initiated - 4/22/2022

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

Approved - 4/22/2022
Approved - 4/22/2022
Approved - 4/23/2022
Approved - 4/25/2022
Final Approval - 4/26/2022



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: May 3, 2022

FROM: Robert Ross

SUBJECT: Commander's House Roofing Project

RECOMMENDED ACTION:

Request Board: A) approve the construction contract between the County of Inyo and A Plus Roofing of Bishop, CA in the amount of \$24,960.00, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and B) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

SUMMARY/JUSTIFICATION:

On , Public Works requested bids for the re-roofing project at the Commander's House. Only one bid was submitted by A+ Roofing. However, before the bid opening deadline, A+ Roofing withdrew its bid because A+ Roofing realized that it did not have the necessary bid bonds in place, thus leaving Public Works with zero responsive bids. Pursuant to Public Contract Code 22038, when the sealed bidding process fails to produce any responsive bids, Public Works may negotiate a contract to perform the work without any further compliance with the Public Contract Code -- i.e. Public Works may simply call a contractor and negotiate a contract with that individual.

Public Works subsequently negotiated a contract with A+ Roofing. That contract is before your board for approval today. Public Works has chosen to waive bonding requirements for this project. Public Works recognizes that waiving the requirements for a performance bond can be risky, as it leaves the County with little leverage if the contractor fails to perform. However, Public Works believes that it is appropriate to waive bonding requirements because this is a relatively low-value contract. Bonding is not free, and the cost that the contractor must pay for bonding is passed on to the County. Given the value of the project, Public Works does not necessarily believe that bonding is worth it in this situation.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could reject this proposed contract with A+ Roofing and instruct Public Works to negotiate a new contract or speak with other contractors. However, this is not recommended. It is unlikely that there are other contractors who are interested in this contract, given that the bidding process failed to produce any responsive bids.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This project is budgeted in the Museum Operating Budget 077000 and object code 5199 Maintenance of Structures. Funding for this project is coming from the Museum Trust, Branson Trust and Friends of the ECM.

ATTACHMENTS:

1. Commander's House Quote
2. Construction Contract - A Plus Roofing

APPROVALS:

Robert Ross	Created/Initiated - 4/21/2022
Darcy Ellis	Approved - 4/21/2022
John Vallejo	Approved - 4/26/2022
Amy Shepherd	Approved - 4/26/2022
Denelle Carrington	Approved - 4/26/2022
Shawn Lum	Approved - 4/26/2022
Michael Errante	Final Approval - 4/26/2022

A Plus Roofing and Waterproofers
 147 virginia ave
 Bishop, CA
 93514

BID

inyo county public woks
 168 n Edward
 independence CA,
 93526

Bid # 0002625
Bid Date 04/06/2022

Item	Description	Unit Price	Quantity	Amount	
Service	Reroof of Commander house with Timberline lifetime shingles	800.00	17.00	13,600.00	
Service	Torch Down on flat roofs	550.00	6.00	3,300.00	
Product	OSB for sheeting 1/2 inch	72.00	51.00	3,672.00	
Hours	sheeting labor 6 men 8 hours	90.00	48.00	4,320.00	
Product	nails for sheeting	68.00	1.00	68.00	
<p>NOTES: The existing wood shake roof is to be removed and hauled away by the roofing crew. One the roof is properly removed, and protruding nails are pounded in, the entire pitched roof will be sheeted with 1/2-inch OSB, covering the existing space sheeting. Once sheeting is complete and inspected the roof deck will be dried in using synthetic felt and ice and water shield on all valleys and around flashings. After the dry in is complete we will flash the rakes and eaves with drip edge to protect the fascia from water and lastly install the Timberline Lifetime shingles (all flashings will be swapped for new units).</p> <p>On the flat roof we will remove the existing peal and stick roof and install granulated torch down to avoid future problems caused from the wind.</p> <p>CA LIC# 1082746</p>					
				Subtotal	24,960.00
				Total	24,960.00
				Amount Paid	0.00
				Bid	\$24,960.00

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

**A Plus Roofing, CONTRACTOR
for the
Commander's House Roofing PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, April 22, 2022, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and A Plus Roofing (hereinafter referred to as "CONTRACTOR"), for the construction or removal of Commander's House Roofing **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions, which are incorporated herein by reference per section 4(c) of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: **Commander's House Roofing PROJECT**

2. TIME OF COMPLETION. Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: twenty-four thousand nine-hundred sixty dollars (\$24,960), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

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

- a. All of the provisions set forth expressly herein;
- b. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning

this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

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

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

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

11. POLITICAL REFORM ACT. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

12. COMPLIANCE WITH ALL LAWS.

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class

recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

13. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.

14. PREVAILING WAGE. Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

15. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

16. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Public Works Department
Attn: Robert Ross
168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: _____

17. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

18. **WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

19. **TERMINATION.** This Contract may be terminated for the reasons stated below:
a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or
b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

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

21. **SEVERABILITY.** If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

22. **CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

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

24. **EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

25. **ENTIRE AGREEMENT.** This Contract, including the Contract Documents and all

other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND A Plus Roofing
FOR THE Commander's House Roofing PROJECT**

TERM:

FROM: April 2022 TO: July 2022

SEE ATTACHED INSURANCE PROVISIONS

Attachment __: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts

Contractor shall procure and maintain for the duration of the contract, and for five years thereafter, 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, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory** Limits, and Employers’ Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Builder’s Risk** (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below and elsewhere in bid requirements.
6. **Professional Liability** (if Design/Build), with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.
7. **Contractors’ Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

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.

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 [or \$50,000 for projects in excess of \$500,000] 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

Attachment __: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts

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 Insured. 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.

OTHER INSURANCE PROVISIONS

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

- 1. 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 and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. 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, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). An additional insured endorsement must be submitted along with the certificate/s of insurance as evidence, though failure to supply does not relieve contractor of requirement.
- 2. For any claims related to this project, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage** 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.
- 3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Inyo County.**

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name Inyo County as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of Inyo County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

Claims Made Policies – (Inyo County prefers occurrence type CGL policies)

If any coverage required is written on a claims-made coverage form:

- 1. The retroactive date must be shown, and this date must be before the execution 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 contract work.**

Attachment __: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts

3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Inyo County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Umbrella or Excess Policies

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.

Acceptability of Insurers

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

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers’ Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents and subcontractors. An endorsement specifying this waiver must be submitted along with the certificate of insurance as evidence, though failure to supply does not relive contractor of requirement.

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 Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & 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

Attachment __: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts

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 requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

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 circumstances.

ATTACHMENT 2

AGREEMENT BETWEEN THE COUNTY OF INYO AND You Vee Solar, Inc. FOR THE Commander's House Roofing PROJECT

TERM:
FROM: April 2022 TO: July 2022

SCOPE OF WORK

A Plus Roofing (contractor) shall remove the existing wood shake roof and haul away the debris. Once the old roof is removed the contractor will fix any protruding nails. The upper pitched roof will be sheeted with half-inch OSB. On the pitched roof the contractor shall install water and ice shield on all valleys and around flashings. The contractor will install new flashing on all valleys and where existing flashing currently is installed. On the pitched roof the contractor shall install drip edges on all rakes and eaves. Finally, the contractor shall install GAF Timberline 30-year shingles with a lifetime warranty on the upper roof.

On the bottom flat roof, the contractor will remove any existing peal and stick roof. Once removed the contractor shall haul away the debris. The bottom roof will consist of one layer of granulated torch down roofing that the contractor will install using 1.25-inch flat roofing nails. The contractor will supply a 5-year warranty on all work performed at the Commander's House.



County of Inyo



Sheriff

CONSENT - NO ACTION REQUIRED

MEETING: May 3, 2022

FROM: Office of the Sheriff

SUBJECT: Authorization to submit 2022 BVP application

RECOMMENDED ACTION:

Request Board authorize the submittal of the U.S. Department of Justice Patrick Leahy Bulletproof Vest Program application for 2022.

SUMMARY/JUSTIFICATION:

The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998, is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. The purpose of the BVP Program is to reimburse states, counties, federally recognized tribes, cities, and local jurisdictions up to 50% of the cost of body armor vests purchased for law enforcement officers.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to deny this request. The staff does not recommend this action. If awarded, the grant will minimize the impact on the general fund.

OTHER AGENCY INVOLVEMENT:

Auditor
Treasurer

FINANCING:

If approved, the award will be included in the Sheriff General Budget 022700, Federal Grants Object Code 4555

ATTACHMENTS:

1. Bulletproof Vest Program 2022 Pre-Application Notice

APPROVALS:

Riannah Reade

Created/Initiated - 4/19/2022

Darcy Ellis
Riannah Reade
John Vallejo
Amy Shepherd
Eric Pritchard

Approved - 4/19/2022
Approved - 4/20/2022
Approved - 4/20/2022
Approved - 4/20/2022
Final Approval - 4/20/2022

Riannah Reade

From: BVP Email Account <ojp@public.govdelivery.com>
Sent: Wednesday, April 13, 2022 10:04 AM
To: Riannah Reade
Subject: FY2022 BVP application period – Pre-Application Instructions

Follow Up Flag: Follow up
Due By: Monday, April 18, 2022 8:00 AM
Flag Status: Flagged

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

Dear Potential BVP Applicant:

The Bureau of Justice Assistance is pleased to announce the Fiscal Year (FY) 2022 Patrick Leahy Bulletproof Vest Partnership (BVP) application period will open in the coming weeks. The BVP program reimburses states, units of local government, and federally recognized tribes for up to 50% of the cost of armor vests purchased for law enforcement officers.

In preparation for the FY 2022 BVP application period, please log in to the [BVP system](#) as soon as possible to ensure that the user accounts and passwords are up-to-date for your jurisdiction.

Important Information regarding FY 2022 BVP:

1. **System for Award Management (SAM) Registration Requirement:** Jurisdictions will not be able to apply for and receive FY 2022 BVP funds if they are not registered in SAM. Jurisdictions not registered with SAM are strongly encouraged to access the SAM website at <http://www.sam.gov> as soon as possible in order to obtain information on and to complete the online SAM registration. Applicants should ensure that current bank routing and bank account information is included in the www.sam.gov profile, as the banking information in the SAM at the time of application will be used to transfer reimbursement funds to your jurisdiction. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit www.sam.gov. The SAM Helpdesk can be reached at 866-606-8220.
2. **Unique Entity Identifier (UEI):** SAM recently transitioned from the DUNS number to the new Unique Entity Identifier (UEI). The UEI, a [12-character alphanumeric value](#), is now the primary means of identifying entities registered for federal awards government-wide in SAM. If an entity is already registered in SAM, it has been assigned a UEI. To view the UEI, the Federal Service Desk [posted instructions for finding the UEI in SAM](#). **All FY 2022 BVP applications must have a UEI entered in the BVP system to receive an FY 2022 BVP award.** More details on the impact of this change in the SAM system can be found at: <https://sam.gov/content/duns-uei>.
3. **User Guides and Training Materials:** User guides and training materials for the BVP application process and the payment request process can be found at: <https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources#h449q>.

For questions regarding this email or for assistance with the online application process, please contact the BVP Help Desk at 1-877-758-3787 or vests@usdoj.gov.

Sincerely,

The BVP Program Team

Bureau of Justice Assistance

<https://ojp.gov/bvpbasi/>

This email was sent to rreade@inyocounty.us using GovDelivery Communications Cloud on behalf of: Department of Justice
Washington, DC



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 3, 2022

FROM: Marilyn Mann

SUBJECT: Amending authorized strength and approving the hiring of a Psychotherapist for jail-based services.

RECOMMENDED ACTION:

Request Board amend the Authorized Strength in Behavioral Health by deleting one (1) part-time Psychotherapist, Range PT 81 (\$36.97-\$44.95) and adding one full-time Psychotherapist, Range 81 (\$6,207-\$7,792) for jail-based services.

SUMMARY/JUSTIFICATION:

During the FY 2021-2022 budget process, your Board approved the addition of one part-time psychotherapist and one full-time Addictions Counselor I-III position in the Behavioral Health division of Health and Human Services. These positions were requested for the purpose of providing assessment and treatment services for individuals who are in jail or are re-entering the community. The positions were recommended by the Community Corrections Partnership (CCP) executive committee and were intended to be funded by CCP. However, after over 8 months of unsuccessful recruitment efforts, the Department, in consultation with CCP is recommending that the part-time corrections-based psychotherapy position be adjusted to a full-time position. If approved, the Department will maintain the Addictions Counselor position in its authorized strength, but will leave the position unfunded at this time.

Although recruiting psychotherapists remains a challenge, we are hopeful that providing the position as a full-time opportunity will enhance our recruitment efforts. Additionally, a licensed psychotherapist meets the qualifications to provide both mental health and substance use disorder treatment and will be able to work as part of our ReEntry team - providing assessment and treatment during incarceration and helping support continued treatment upon release from jail. The department is respectfully requesting your Board support this recommended change in authorized strength.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to maintain the current authorized strength and the Department would continue its efforts to recruit.

OTHER AGENCY INVOLVEMENT:

Probation, District Attorney, law enforcement and the courts

FINANCING:

Realignment. This position is budgeted in the CMH budget (045200) in the salary and benefit object codes. The expenses will be reimbursed by the CCP on a quarterly basis. No County General Funds.

ATTACHMENTS:

APPROVALS:

Marilyn Mann	Created/Initiated - 4/20/2022
Melissa Best-Baker	Approved - 4/20/2022
Darcy Ellis	Approved - 4/21/2022
Marilyn Mann	Approved - 4/23/2022
Melissa Best-Baker	Approved - 4/23/2022
Keri Oney	Approved - 4/26/2022
Amy Shepherd	Approved - 4/27/2022
Marilyn Mann	Final Approval - 4/27/2022



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 3, 2022

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of April 26, 2022.

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 4/28/2022
Final Approval - 4/28/2022



County of Inyo



Health & Human Services - Social Services

TIMED ITEMS - ACTION REQUIRED

MEETING: May 3, 2022

FROM: Tyler Davis

SUBJECT: Update on Connect to Care and other CMSP programs

RECOMMENDED ACTION:

Request Board receive a presentation from County Medical Services Program (CMSP) Executive Director Kari Brownstein, including an update on Connect to Care and other CMSP programs available to Inyo County residents.

SUMMARY/JUSTIFICATION:

Inyo County participates in CMSP, which was established in 1983 when California law eliminated low-income adults from Medi-Cal coverage, transferred responsibility for their healthcare to counties, and allowed smaller counties (counties with a population of less than 300,000 at the time) to participate in CMSP for the delivery of indigent health care services.

CMSP has made many changes since 1983, including the creation of the CMSP Governing Board in 1995; the movement of most indigent adults from CMSP to Medi-Cal under the Affordable Care Act; changes to Realignment affecting CMSP program funding; and most recently, the addition of a new CMSP primary care benefit program for low-income adults in CMSP counties who are not enrolled in other health coverage, called Connect to Care.

Kari Brownstein, CMSP Executive Director, will provide your Board with a presentation to ensure you have an updated overview of all program services available in Inyo County.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

CMSP Governing Board

FINANCING:

N/A

ATTACHMENTS:

1. CMSP Overview - Inyo County

APPROVALS:

Tyler Davis	Created/Initiated - 4/8/2022
Darcy Ellis	Approved - 4/8/2022
Tyler Davis	Approved - 4/11/2022
Marilyn Mann	Final Approval - 4/11/2022

County Medical Services Program Governing Board

Inyo County: May 3, 2022

Presented By:

Kari Brownstein, Executive Director
Laura Moyer, Grants Administrator



1. CMSP Background
2. CMSP Counties
3. CMSP Governing Board Members
4. CMSP Benefit Programs
5. CMSP Grant Programs
6. CMSP Financing
7. CMSP Resources

AGENDA

CMSP Background

Background on CMSP & Governing Board

Key Historical Events

- In 1982 California law eliminated Medi-Cal eligibility for medically indigent adults (MIA)
 - MIA population became county responsibility under WIC Section 17000 (county aid to medically indigent)
- CMSP created in 1983 to address needs of smaller counties:
 - A “pooled risk” health benefit program
 - Eligible counties have populations of 300,000 or less (in base year 1980)
 - 35 participating counties (Yolo County joined 7/1/12)
- In April 1995 CMSP Governing Board established by California law:
 - Charged with overall policy and fiscal responsibility for CMSP
 - Ten county officials elected by CMSP counties
 - Ex-officio, non-voting State representative (CA HHS Agency Secretary)
- CMSP is administered through contracts with:
 - Advanced Medical Management (AMM) for medical and dental benefit administration
 - MedImpact Health Systems for pharmacy benefit administration
 - California DHCS provides eligibility data file transfers
 - Other consultants and contractors provide various services

CMSP Counties

CMSP: Serving 35 Counties in California

Alpine	Modoc
Amador	Mono
Butte	Napa
Calaveras	Nevada
Colusa	Plumas
Del Norte	San Benito
El Dorado	Shasta
Glenn	Sierra
Humboldt	Siskiyou
Imperial	Solano
Inyo	Sonoma
Kings	Sutter
Lake	Tehama
Lassen	Trinity
Madera	Tuolumne
Marin	Yolo
Mariposa	Yuba
Mendocino	



Governing Board Members

Governing Board Members

Brad Wagenknecht

(Chair)
Supervisor,
Napa County

Richard Forster

(Vice Chair)
Supervisor,
Amador County

Oscar Villegas

Supervisor,
Yolo County

Richard Egan

*County Administrative
Officer,*
Lassen County

Elishia Hayes

*County Administrative
Officer,*
Humboldt County

Matthew Hymel

County Administrator,
Marin County

Elizabeth Kelly

Director,
Colusa County Health
and Human Services

Deborah Martinez

Director,
Madera County Social
Services

Jennifer Vasquez

Director,
Yuba County Health
and Human Services

Christine Zoppi

Director,
Glenn County Health
and Human Services

Kimberly Chen

California Health &
Human Services Agency
(ex-officio)

CMSP Committees



Executive Committee

Brad Wagenknecht
Napa County

Elishia Hayes
Humboldt County

Elizabeth Kelly
Colusa County

Jennifer Vasquez
Yuba County

Planning & Benefits Committee

Christine Zoppi, Chair
Glenn County

Jennifer Vasquez
Yuba County

OPEN

Jerry Huber
Solano County

Sara Bosse
Madera County

Noe Paramo
Provider/beneficiary Advocate

Liza Thantranon
Provider/beneficiary Advocate

Eligibility Committee

Deborah Martinez, Chair
Madera County

Lisa Fletcher
Tuolumne County

Laurel Johnson
Humboldt County

Danielle Niemi
Marin County

Vacancy
County Representative

Rosa Vivian Fernandez
Provider/beneficiary Advocate

Anthony Wright
Provider/beneficiary Advocate

CMSP Benefit Programs

A Comparison of CMSP's Programs

Programs for Residents of CMSP Counties



	CMSP	PATH TO HEALTH	CONNECT
Age Limit	21 - 64	26 - 49	21 - 64
Annual Income* (for 1 person)	\$18,756 - \$40,770 139% - 300% FPL	\$0 - \$18,755 0% - 138% FPL	\$18,756 - \$40,770 139% - 300% FPL
Citizenship Requirement	Yes, for full scope. Primary care and emergency services covered for undocumented.	Undocumented Only	No
How to Enroll	County Social Services Department	Participating Health Centers	Participating Health Centers
Coverage for No-Cost Primary Health Care	Yes, with certain limits	Yes, with certain limits	Yes, with certain limits
Coverage for Basic Prescription Medications	Yes, with \$5 copay & certain limits	Yes, with \$5 copay & certain limits	Yes, with \$5 copay & certain limits
Coverage for Dental, Emergency Room, Urgent Care, & Inpatient Hospital Services	Yes, with SOC & certain limits	No, emergency services covered under Medi-Cal	No, application needed for CMSP

* Income amounts based on 2022 FPL values.



CMSP Eligibility

- Resident of a CMSP county
- County Social Services Departments enroll individual into CMSP
- Incomes 139% - 300% FPL
- Not eligible for Medi-Cal or other publicly funded health coverage
- Enrollment terms up to 6 months (1-month retroactive eligibility)

Benefits

- Full scope benefits for legal residents & emergency benefit coverage for undocumented adults
- No-cost primary care coverage for **all** CMSP enrollees (regardless of immigration status)
 - Primary & specialty care office visits, minor procedures, screening labs & vaccinations
 - Prescription drugs (CMSP drug formulary) with \$5.00 copay

CMSP Contracted Providers within Inyo County include:

- Northern Inyo Hospital and Rural Health Clinic in Bishop
- Southern Inyo Rural Health Clinic in Lone Pine

Current enrollment is approximately **727** members.



- Primary Care for undocumented adults (age 26 - 49) that reside in a CMSP county and are enrolled in a restricted scope Medi-Cal aid code
- Clinics currently use Alluma's One-E-App enrollment platform
- Pilot began in February 2019. Enrollment is provided in **21** counties (shown in yellow)
- Current enrollment is approximately **15,271** members

Participating Enrollment Clinics

Connect to Care ONLY:



BOTH Path to Health & Connect to Care:



Path to Health ONLY:



CMSP Grant Programs

Local Indigent Care Needs (LICN) Grant

Summary: The CMSP Governing Board has allocated \$50,000,000 to be released through the Local Indigent Care Needs Grant (LICN). To date, there are 22 awarded Planning Grants, and 18 Implementation Grants.

Project Duration: Planning Project Grants 12-months, Implementation Grants 3-years.

Maximum Award Amount: Planning Project Grants - \$50,000 or up to \$75,000 if the project serves more than one CMSP County. Implementation Grants - \$1,500,000.

Project Focus Areas:

- Local-level Care Management
- Continuity of Care
- Enabling Services
- Disease Management



Inyo County Health and Human Services was awarded a planning grant of \$50,000 to research the need for a mobile clinic, areas it should cover and services it should provide, how to sustain it and to determine roles partner healthcare entities would have regarding its ownership and use.

COVID-19 Emergency Response Grant (CERG)

Summary: The Governing Board released the COVID-19 Emergency Response Grant (CERG) in response to the pandemic and awarded \$9,634,445 of emergency COVID-19 funding to 31 of 35 CMSP counties.

Project Duration: Project periods are 12-months and began on a rolling basis.

Award Amount: \$100,000-\$1,000,000 dependent upon county population size

Project Focus Areas:

- Providing personal protective equipment, healthcare equipment and supplies
- Providing supportive quarantine services
- Engaging public employees needed for emergency response
- Engaging non-profit human services providers needed for emergency response
- Conducting public education, information and outreach



Inyo County Health and Human Services received a CERG Grant totaling \$100,000. Funds were used to provide supportive quarantine and wrap around services including food, case management, prescriptions, room cleaning, and personal protective equipment to 64 individuals.

Health Systems Development Grant Program (HSG)

Summary: Twenty-three county or non-profit organizations have been collectively awarded \$6,857,261 in HSG grants.

Project Duration: May 2019 – April 2024

Maximum Award Amount: \$300,000

Project Focus Areas:

- Expanding access to care for primary care, specialty care and/or behavioral health services
- Coordinating or integrating health and behavioral health care service systems
- Strengthening the overall health care delivery system in the county across a range of health and behavioral health providers

Specialty Care Access Grant



Operation Access - Expand specialty care access for low-income, uninsured, unfunded adults by arranging elective, outpatient procedures through donated care.

Summary:

- 5-year grant totaling \$5,700,000
- Services available in twelve CMSP counties in 2021, and an additional seven CMSP counties in 2022-2024
- Serves patients up to 300% of federal poverty level, who are not eligible for Medi-Cal, Medicare or CMSP full-scope coverage
- Partner with community clinics, specialists, hospitals, and medical societies

Healthcare Workforce Development

Summary: These programs strengthen the healthcare workforce in CMSP counties.

CMSP Loan Repayment Program

- General Dentist, M.D. and D.O.s in Family Medicine, General Medicine, General Psychiatrist, Obstetrics/Gynecology, Nurse Practitioner and Physician Assistant in Primary Care
- Amounts up to \$50,000 with 2-year service obligation
- To Date: 195 recipients, \$6.765 Million

Allied Healthcare Loan Repayment Program

- 43 awardable Allied Healthcare professional occupations
- Amounts up to \$16,000 with 1-year service obligation
- To Date: 181 recipients, \$2.176 Million

To date, 7 providers in Inyo County have received awards totaling \$144,000 under these programs. Awarded professions include a Medical Doctor, Occupational Therapists, a Physicians Assistant and a Diagnostic Sonographer.

CMSP Financing

CMSP Financing

Pre Affordable Care Act (ACA)

- County Realignment
- CMSP Realignment
- County Participation Fees

Post Affordable Care Act (ACA)

- County Realignment now directed to the State
 - County Realignment Capped at Pre-ACA CMSP amount established in 1983
- Significantly reduced CMSP Realignment through 2018-2019
- Realignment postponed starting 2019-2020 until CMSP Reserves are reduced to two years of operating costs
- County Participation Fees waived every fiscal year Post-ACA

CMSP Resources

CMSP Staff

Kari Brownstein, Executive Director
kbrownstein@cmspcounties.org
(916) 649-2631 ext. 113

Meegan Forrest, Director of Finance and Administration
mforrest@cmspcounties.org
(916) 649-2631, ext. 111

Alison Kellen, Program Director
akellen@cmspcounties.org
(916) 649-2631 ext. 119

Laura Moyer, Grants Administrator
lmoyer@cmspcounties.org
(916) 649-2631 ext. 110



CMSP Websites

cmspcounties.org



CMSP

Visit careinreach.org for quick access to all three programs

mypathtohealth.org



PATH TO HEALTH

caminoalasalud.org

myconnecttocare.org



CONNECT TO CARE

miconexionalasalud.org

Questions?



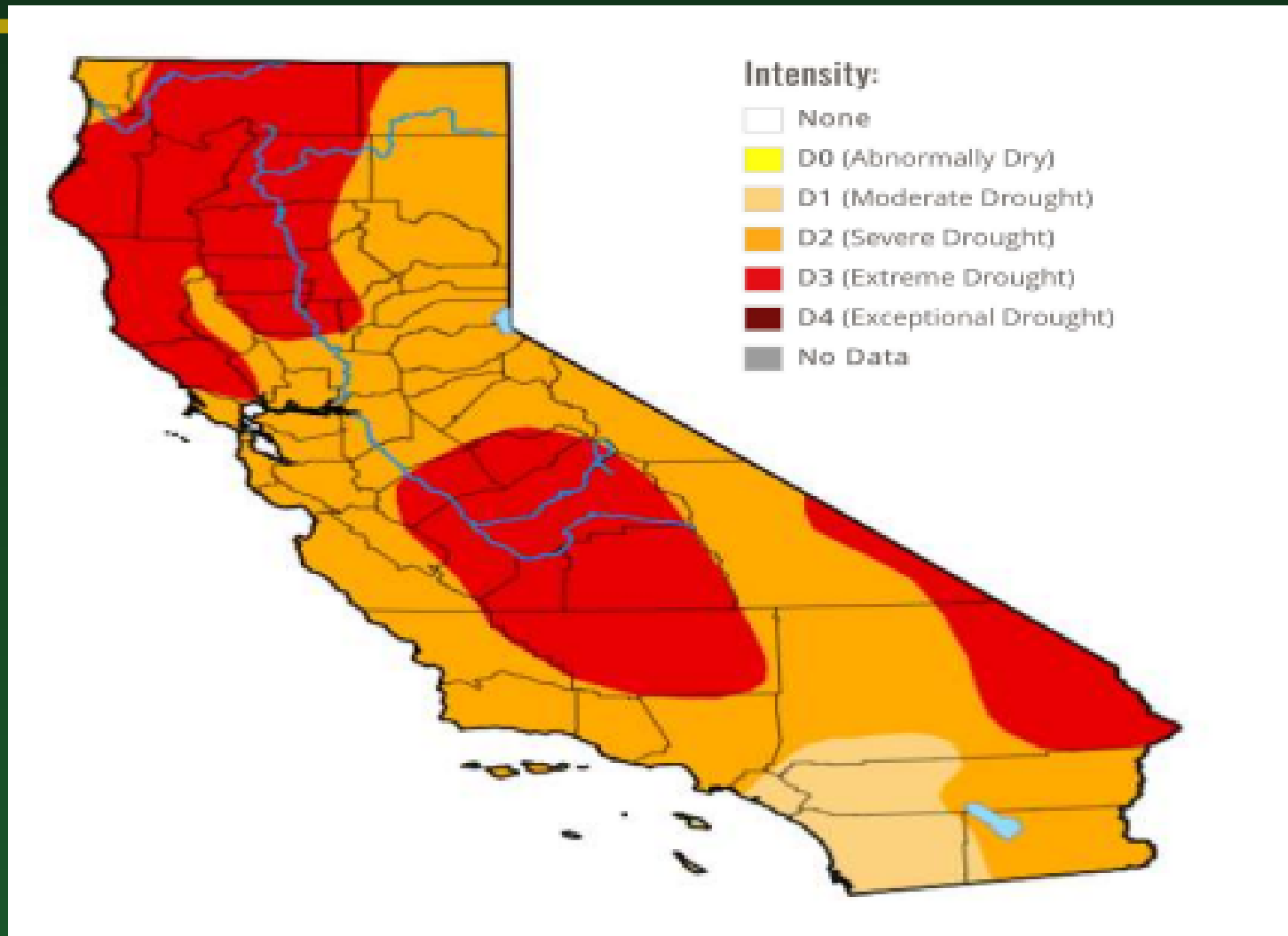
Predictive Services Regional Conditions

Predictive Service
April 9, 2022

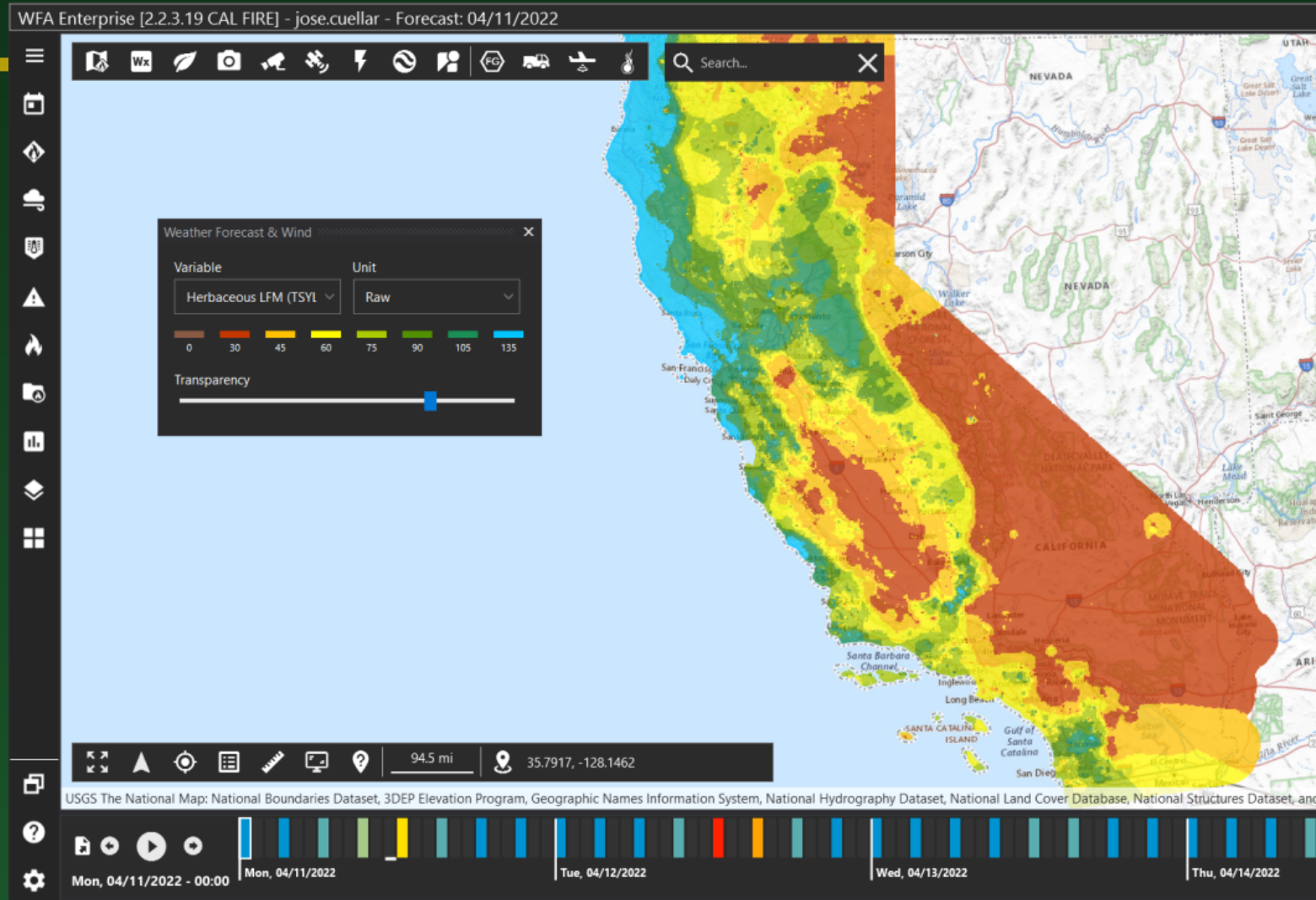
Overview- BLUF

- December held the last substantial rain that California has seen
- Snowpack for the State is 38% of average with the Sierra's at 4%
- Temperatures continue to break maximum records
- NOPS indices are breaking records and generally trending 1-2 months early
- SOPS indices are generally above average but not record breaking

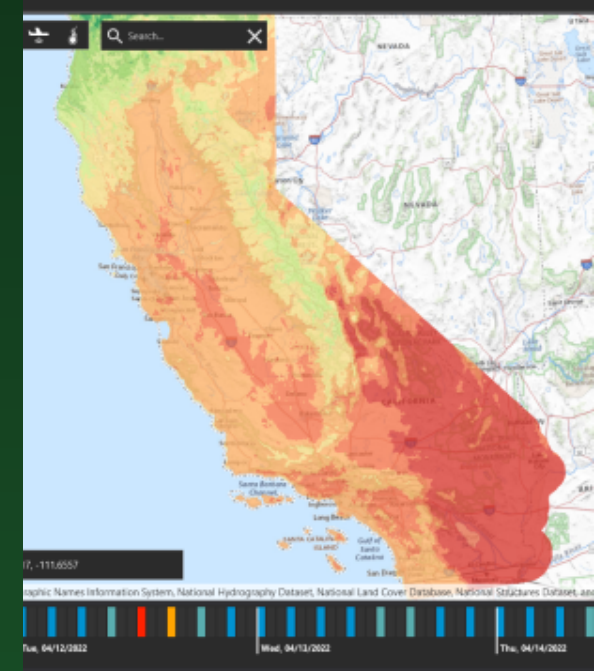
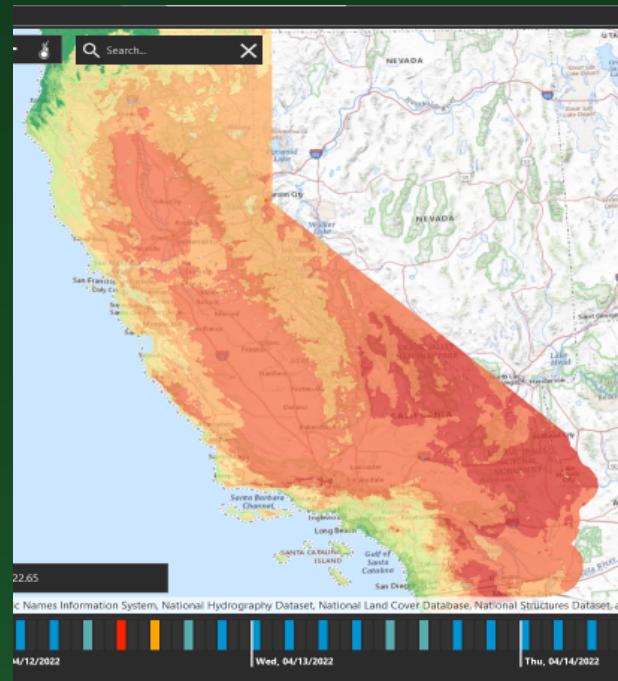
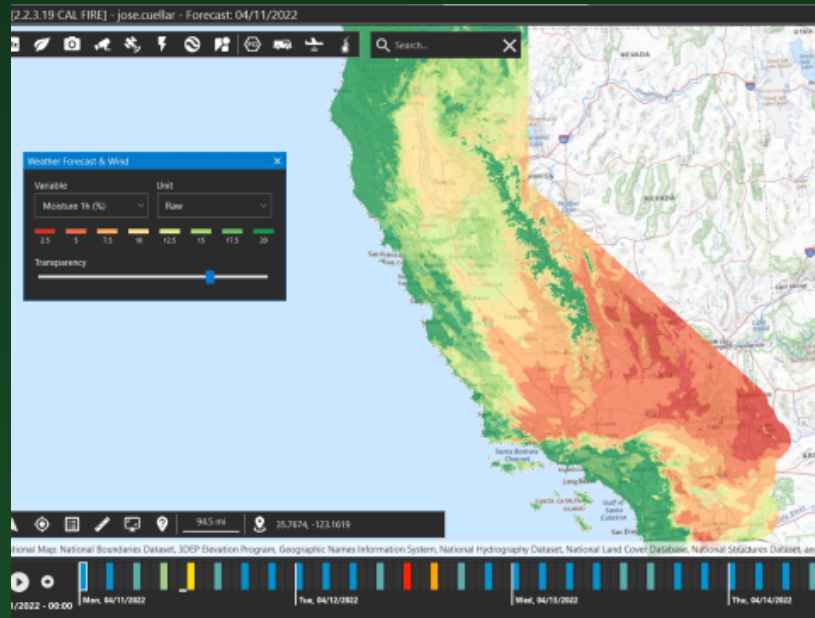
California Drought



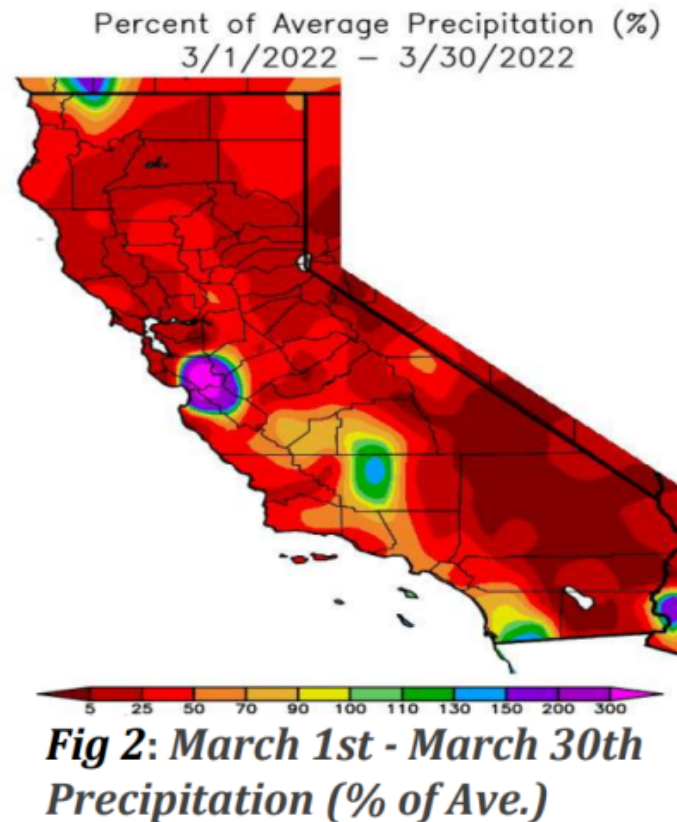
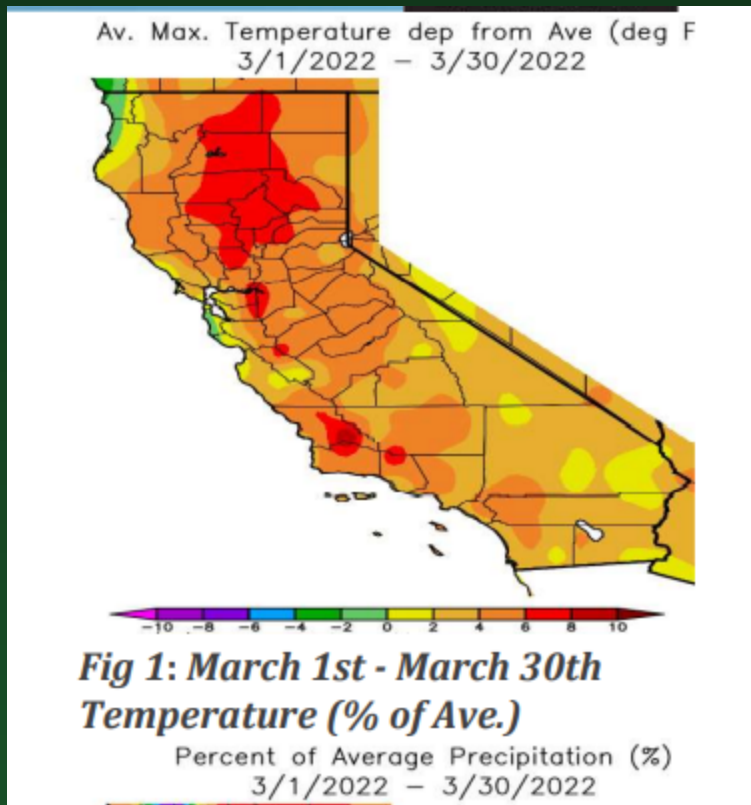
Fuels Moistures herbaceous



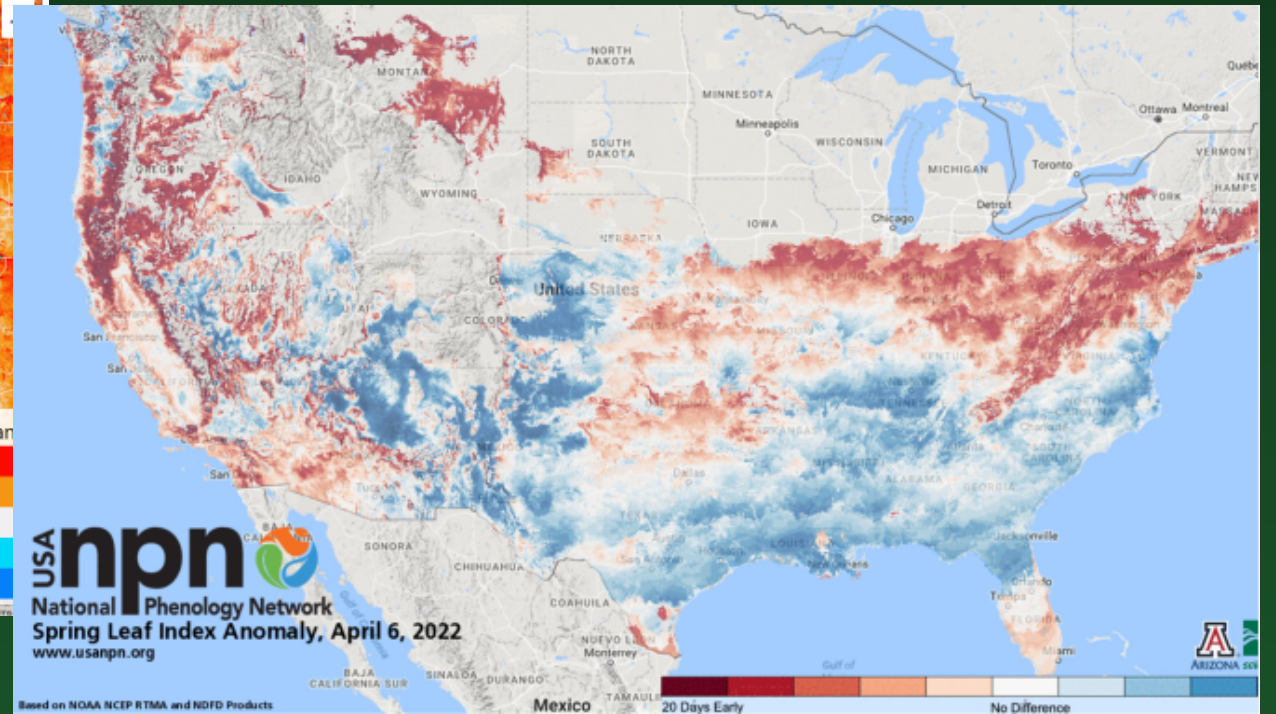
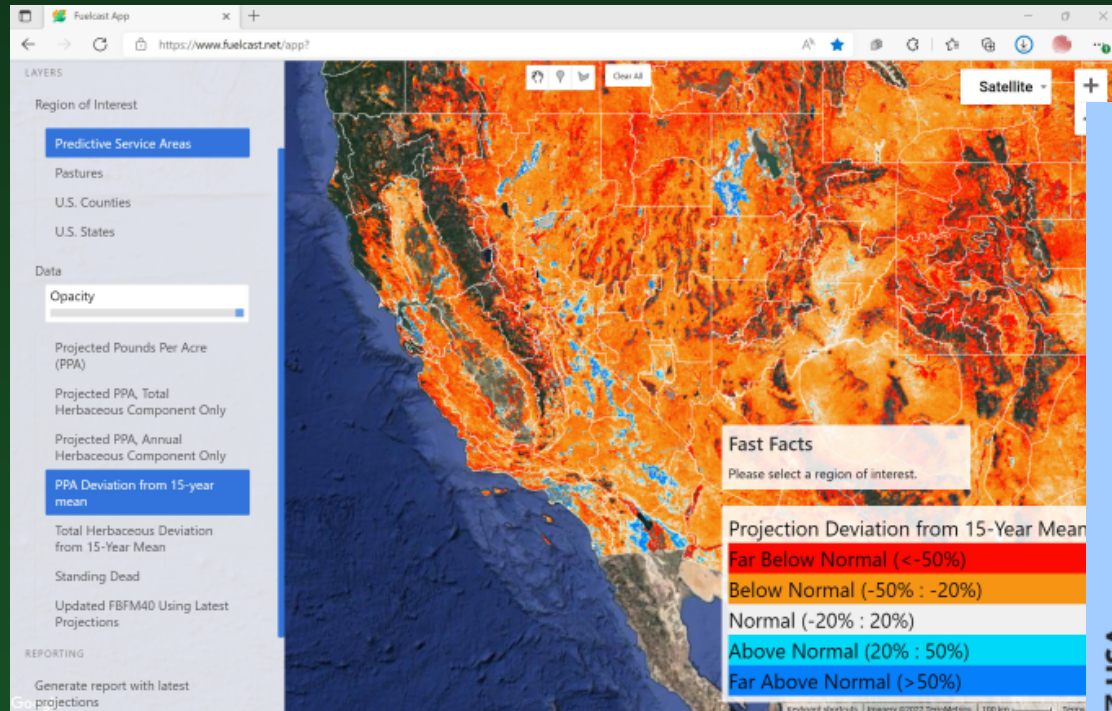
Fuels Moistures 1/10/100hr



Statewide -Temp, Precip and Snowpack

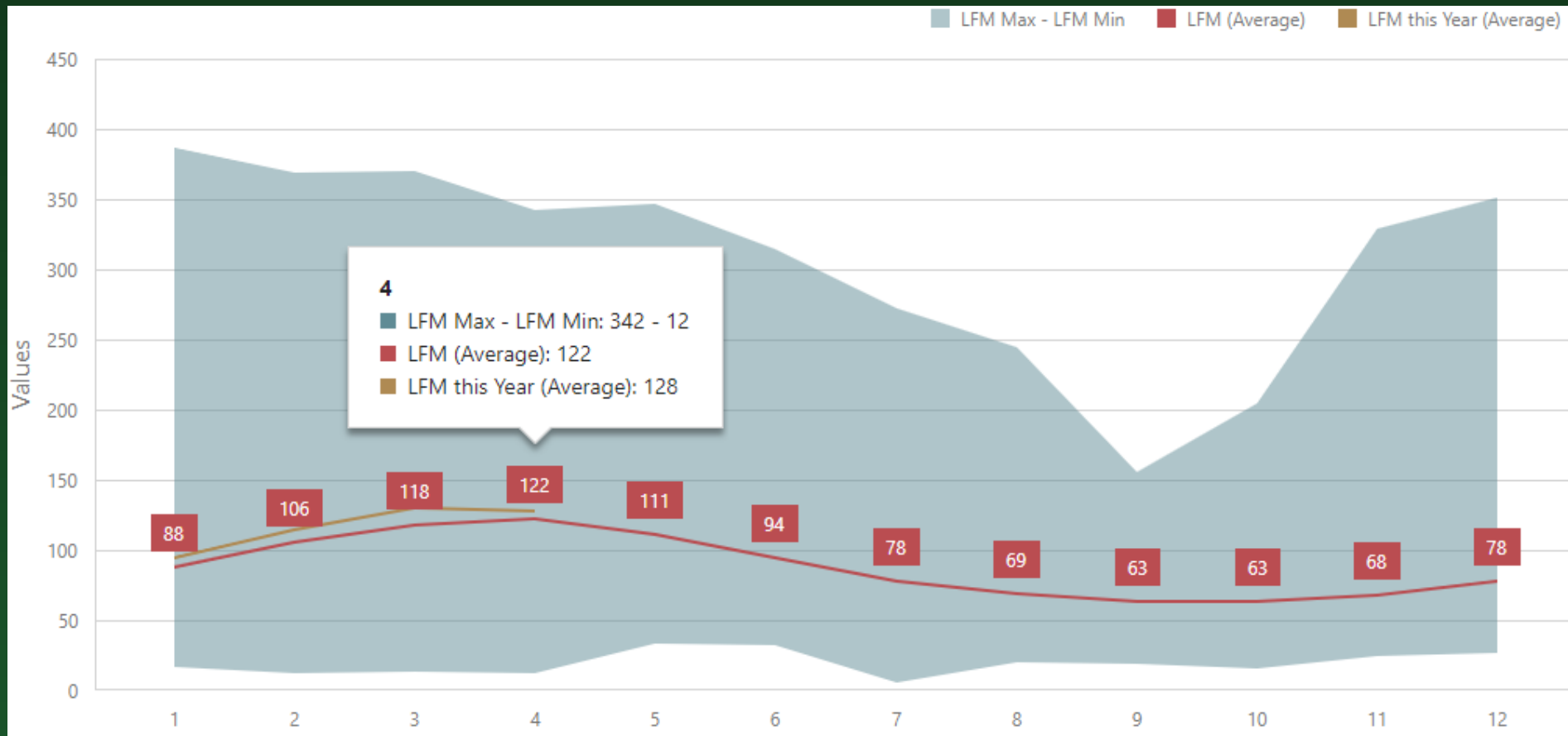


Fuels availability



Live Fuel Moistures - SOPS

* Average for Geographic Area for shrub live fuel moistures



Live Fuel Moistures

Los Padres NF

Gifford - Chamise			
Date	01/01	01/15	03/01
Percent	76	74	110

Gifford - Chamise, New Growth			
Date	01/01	01/15	03/01
Percent	79	68	137

Gifford - Chamise, Old Growth			
Date	01/01	01/15	03/01
Percent	73	81	83

Los Alamos - Chamise				
Date	01/01	02/01	03/01	03/31
Percent	71	76	84	99

Los Alamos - Chamise, New Growth				
Date	01/01	02/01	03/01	03/31
Percent	72	87	85	110

Los Alamos - Chamise, Old Growth				
Date	01/01	02/01	03/01	03/31
Percent	71	66	83	89

nacimiento - Chamise			
Date	02/01	03/01	03/23
Percent	84	71	85

nacimiento - Chamise, New Growth			
Date	02/01	03/01	03/23
Percent	84	76	85

nacimiento - Chamise, Old Growth			
Date	02/01	03/01	03/23
Percent	84	66	85

Oak Flat - Chamise			
Date	02/01	03/01	03/31
Percent	122	127	107

Oak Flat - Chamise, New Growth			
Date	02/01	03/01	03/31
Percent	155	169	127

Oak Flat - Chamise, Old Growth			
Date	02/01	03/01	03/31
Percent	89	84	88

Reyes Creek - Chamise		
Date	01/15	03/01
Percent	67	69

Reyes Creek - Chamise, New Growth		
Date	01/15	03/01
Percent	66	72

Reyes Creek - Chamise, Old Growth		
Date	01/15	03/01
Percent	68	65

Rose Valley - Chamise			
Date	02/01	03/01	03/30
Percent	63	69	76

Rose Valley - Chamise, New Growth			
Date	02/01	03/01	03/30
Percent	65	70	78

Rose Valley - Chamise, Old Growth			
Date	02/01	03/01	03/30
Percent	62	68	74

San Marcos - Chamise		
Date	03/01	03/30
Percent	132	115

San Marcos - Chamise, New Growth		
Date	03/01	03/30
Percent	169	143

San Marcos - Chamise, Old Growth		
Date	03/01	03/30
Percent	95	88

upper oso - Chamise			
Date	02/01	03/01	03/31
Percent	91	126	108

upper oso - Chamise, New Growth			
Date	02/01	03/01	03/31
Percent	95	167	145

upper oso - Chamise, Old Growth			
Date	02/01	03/01	03/31
Percent	88	85	72

Sequoia-Kings NP

Yucca - 10-Hour			
Date	01/20	02/07	03/08
Percent	10	7	10

Yucca - Chamise, New Growth			
Date	01/20	02/07	03/08
Percent	128	177	177

Yucca - Chamise, Old Growth			
Date	01/20	02/07	03/08
Percent	84	86	91

SCE

Angeles Forest Hwy - Chamise							
Date	01/03	01/17	01/31	02/14	02/28	03/14	03/28
Percent	70	76	77	98	93	151	155

Anza - Chamise							
Date	01/03	01/17	01/31	02/14	02/28	03/14	03/28
Percent	72	75	72	68	85	83	117

Banning - Chamise							
Date	01/03	01/17	01/31	02/14	02/28	03/14	03/28
Percent	77	90	156	176	155	136	131

Bishop/Keoughs Hot Springs - Sagebrush, Mountain Big							
Date	01/03	01/17	01/31	02/14	02/28	03/14	03/28
Percent	99	107	104	145	168	207	313

Bridgeport - Sagebrush, Mountain Big							
Date	01/17	01/31	02/14	02/28	03/14	03/28	
Percent	101	95	90	98	113	121	

Highway 168 - Ceanothus, Whitethorn							
Date	01/17	01/31	02/14	02/28	03/14	03/28	
Percent	97	100	93	95	95	106	

Highway 168 - Manzanita, Greenleaf							
Date	01/17	01/31	02/14	02/28	03/14	03/28	
Percent	94	93	99	92	90	100	

Lamb Canyon - Chamise							
Date	01/03	01/17	01/31	02/14	02/28	03/14	03/28
Percent	67	82	98	167	148	139	118

Lamb Canyon - Sage, Black							
Date	01/03	01/17	01/31	02/14	02/28	03/14	03/28
Percent	73	219	270	262	237	229	108

Lee Vining/June Lake - Sagebrush, Mountain Big							
Date	01/03	01/17	01/31	02/14	02/28	03/14	03/28
Percent	73	87	84	88	97	95	118

Lincoln Crest - Chamise							
Date	01/03	01/17	01/31	02/14	02/28	03/14	03/28
Percent	75	81	82	100	89	153	179

Mammoth Airport - Sagebrush, Mountain Big							
Date	01/17	01/31	02/14	02/28	03/14	03/28	
Percent	80	78	99	106	104	127	

Mt. Emma - Chamise							
Date	01/03	01/17	01/31	02/14	02/28	03/14	03/28
Percent	69	71	75	95	101	132	149

Sedco Hills - Ceanothus, Hoaryleaf							
Date	01/03	01/17	01/31	02/14	02/28	03/14	03/28
Percent	87	90	113	135	115	137	110

Sedco Hills - Chamise							
Date	01/03	01/17	01/31	02/14	02/28	03/14	03/28
Percent	71	75	121	143	150	152	104

Shaver Lake - Ceanothus, Whitethorn					
Date	01/31	02/14	02/28	03/14	03/28
Percent	94	99	93	91	111

Shaver Lake - Manzanita, Greenleaf						
Date	01/17	01/31	02/14	02/28	03/14	03/28
Percent	92	87	100	100	99	104

Spunky Canyon - Chamise							
Date	01/03	01/17	01/31	02/14	02/28	03/14	03/28
Percent	77	81	96	115	104	181	147

Tollhouse - Ceanothus, Buckbrush							
Date	01/03	01/17	01/31	02/14	02/28	03/14	03/28
Percent	105	97	105	106	114	106	154

Tollhouse - Manzanita, Whiteleaf							
Date	01/03	01/17	01/31	02/14	02/28	03/14	03/28
Percent	97	95	99	98	92	94	136

Live Fuel Moistures

CDF San Diego Unit

Mt. Woodson Station - Chamise, New Growth	
Date	04/03
Percent	206

Mt. Woodson Station - Chamise, Old Growth	
Date	04/03
Percent	114

Potrero Station - Chamise, New Growth			
Date	03/02	03/16	04/05
Percent	130	125	125

Potrero Station - Chamise, Old Growth						
Date	01/17	01/27	02/16	03/02	03/16	04/05
Percent	65	62	84	81	79	83

Rainbow Camp - Chamise, New Growth		
Date	03/01	03/17
Percent	143	133

Rainbow Camp - Chamise, Old Growth					
Date	01/17	01/27	02/17	03/01	03/17
Percent	69	66	86	90	82

Warner Springs Station - Chamise, Old Growth					
Date	01/17	01/27	02/17	03/01	03/18
Percent	70	68	77	94	87

White Star - Chamise, New Growth	
Date	04/05
Percent	171

White Star - Chamise, Old Growth						
Date	01/17	01/27	02/16	03/01	03/16	04/05
Percent	66	67	73	76	86	94

Kern County FD

Frazier Park new growth - Ceanothus, Buckbrush			
Date	01/14	02/21	03/16
Percent	68	56	68

Frazier Park new growth - Mahogany, Birchleaf Mountain			
Date	01/14	02/21	03/16
Percent	57	67	62

Frazier Park new growth - Manzanita, Greenleaf			
Date	01/14	02/21	03/16
Percent	66	65	78

Frazier Park new growth - Sagebrush, Black			
Date	01/14	02/21	03/16
Percent	80	79	103

Frazier Park old growth - Ceanothus, Buckbrush			
Date	01/14	02/21	03/16
Percent	61	54	63

Frazier Park old growth - Mahogany, Birchleaf Mountain			
Date	01/14	02/21	03/16
Percent	54	63	61

Frazier Park old growth - Manzanita, Greenleaf			
Date	01/14	02/21	03/16
Percent	65	63	68

Frazier Park old growth - Sagebrush, Black			
Date	01/14	02/21	03/16
Percent	65	56	78

Lake Isabella new growth - Ceanothus, Buckbrush			
Date	01/14	02/21	03/16
Percent	80	66	83

Lake Isabella new growth - Mahogany, Birchleaf Mountain			
Date	01/14	02/21	03/16
Percent	73	63	71

Lake Isabella new growth - Manzanita, Greenleaf			
Date	01/14	02/21	03/16
Percent	69	59	69

Lake Isabella new growth - Sagebrush, Black			
Date	01/14	02/21	03/16
Percent	135	101	122

Lake Isabella old growth - Ceanothus, Buckbrush			
Date	01/14	02/21	03/16
Percent	68	59	68

Lake Isabella old growth - Mahogany, Birchleaf Mountain			
Date	01/14	02/21	03/16
Percent	64	55	67

Lake Isabella old growth - Manzanita, Greenleaf			
Date	01/14	02/21	03/16
Percent	73	61	67

Lake Isabella old growth - Sagebrush, Black			
Date	01/14	02/21	03/16
Percent	72	72	102

Tehachapi new growth - Ceanothus, Buckbrush			
Date	01/14	02/21	03/16
Percent	75	81	92

Tehachapi new growth - Mahogany, Birchleaf Mountain			
Date	01/14	02/21	03/16
Percent	55	54	62

Tehachapi new growth - Sagebrush, Black			
Date	01/14	02/21	03/16
Percent	86	88	112

Tehachapi old growth - Ceanothus, Buckbrush			
Date	01/14	02/21	03/16
Percent	66	68	70

Tehachapi old growth - Mahogany, Birchleaf Mountain			
Date	01/14	02/21	03/16
Percent	47	54	75

Tehachapi old growth - Sagebrush, Black			
Date	01/14	02/21	03/16
Percent	67	63	78

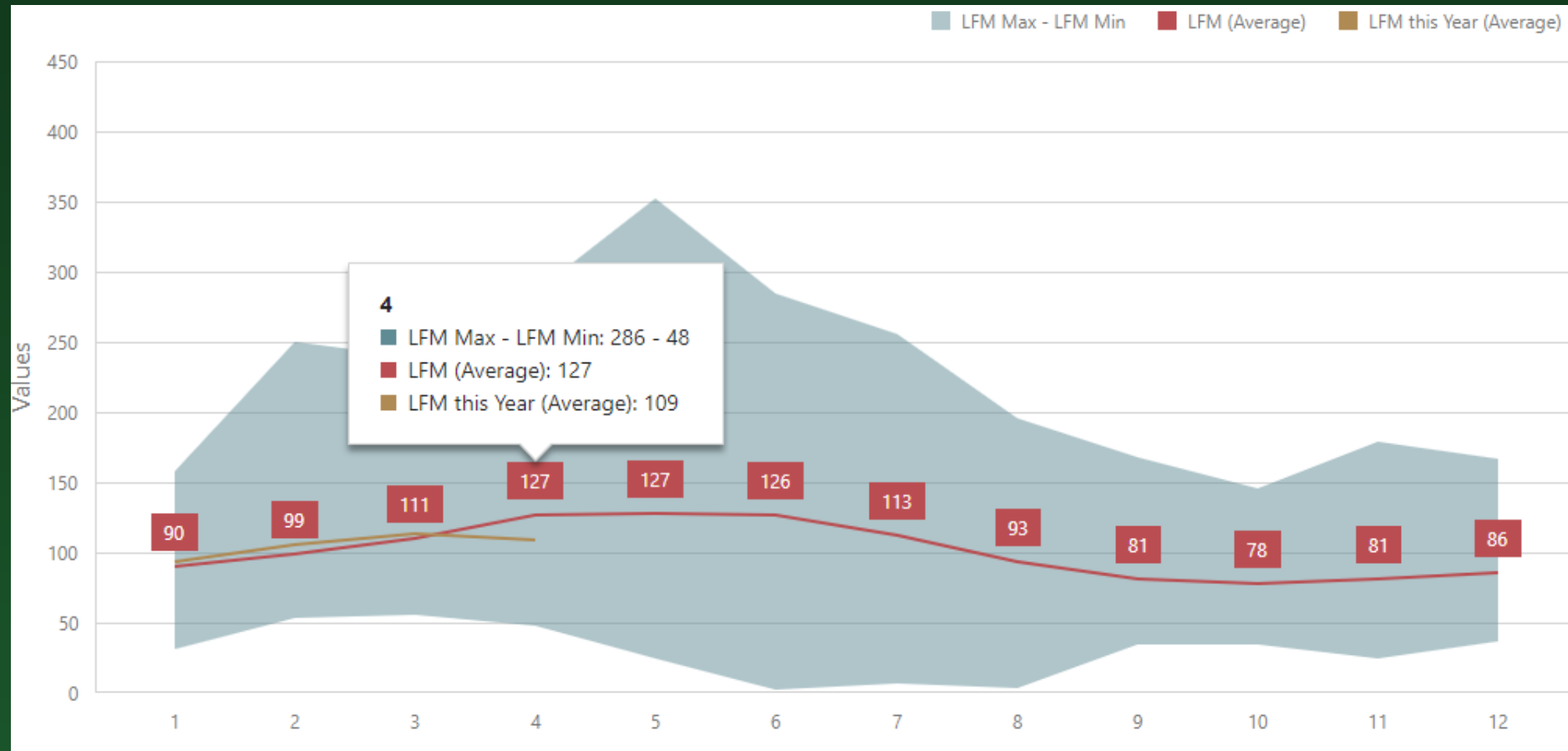
SDG&E

Descanso-New Growth - Chamise				
Date	01/11	01/28	02/11	03/24
Percent	68	68	67	86

Descanso-Old Growth - Chamise					
Date	01/11	01/28	02/11	03/02	03/24
Percent	67	66	66	68	77

Live Fuel Moistures – NOPS

* Average for Geographic Area for shrub live fuel moistures



Live Fuel Moistures

Modoc NF

Cary Reservoir - Manzanita, Greenleaf	
Date	04/01
Percent	48

Cary Reservoir - Sagebrush, Silver	
Date	04/01
Percent	65

Deer Hill - Bitterbrush, Desert	
Date	04/01
Percent	51

Deer Hill - Sagebrush, Silver	
Date	04/01
Percent	61

CalFire Siskiyou Unit

Greenhorn Yreka - Manzanita, Greenleaf	
Date	04/01
Percent	110

McCloud - Manzanita, Greenleaf	
Date	04/01
Percent	101

Weed Mill Site - Manzanita, Greenleaf	
Date	04/01
Percent	114

Shasta-Trinity NF

McCloud (SHF) - 1000-Hour	
Date	03/30
Percent	18

McCloud (SHF) - Manzanita, Greenleaf	
Date	03/30
Percent	96

McCloud (SHF) - Pine, Ponderosa	
Date	03/30
Percent	111

Mount Shasta - 1000-Hour		
Date	02/17	03/30
Percent	14	12

Mount Shasta - Manzanita, Greenleaf		
Date	02/17	03/30
Percent	82	92

Mount Shasta - Pine, Ponderosa		
Date	02/17	03/30
Percent	92	96

Plumas NF

Pike County - 1000-Hour	
Date	04/05
Percent	8

Pike County - Manzanita, Greenleaf	
Date	04/05
Percent	86

Quincy RD - 1000-Hour		
Date	01/06	02/03
Percent	66	32

Quincy RD - Douglas-Fir		
Date	01/06	02/03
Percent	117	113

Quincy RD - Manzanita, Whiteleaf		
Date	01/06	02/03
Percent	111	100

Live Fuel Moistures

CalFire Nevada-Yuba Unit

Nevada City - 1000-Hour						
Date	01/19	02/02	02/21	03/08	03/22	04/05
Percent	15	13	15	14	12	12

Reader Ranch - Manzanita, Whiteleaf						
Date	01/19	02/02	02/21	03/08	03/22	04/05
Percent	102	102	104	100	103	157

Reader Ranch - Oak, California Live						
Date	01/19	02/02	02/21	03/08	03/22	04/05
Percent	80	78	78	76	85	137

TahoeDonner - Ceanothus, Snowbrush	
Date	04/05
Percent	107

TahoeDonner - Manzanita, Greenleaf	
Date	04/05
Percent	74

Tyler Foote - Manzanita, Whiteleaf						
Date	01/19	02/02	02/21	03/08	03/22	04/05
Percent	101	107	106	104	99	105

USBOR - Chamise						
Date	01/19	02/02	02/21	03/08	03/22	04/05
Percent	80	88	106	95	161	252

CalFire Santa Clara Unit

Blackberry Hill - Chamise					
Date	01/02	01/31	03/03	03/14	04/01
Percent	88	88	97	112	102

Blackberry Hill - Chamise, New Growth			
Date	03/14	04/01	
Percent	143	132	

Blackberry Hill - Chamise, Old Growth					
Date	01/02	01/31	03/03	03/14	04/01
Percent	88	88	97	81	72

Clayton Ranch - Chamise, New Growth			
Date	02/15	03/17	04/03
Percent	168	150	141

Clayton Ranch - Chamise, Old Growth				
Date	02/03	02/15	03/17	04/03
Percent	91	89	88	86

Mt. Umunhum - Chamise					
Date	01/02	01/31	03/01	03/14	04/01
Percent	80	87	119	112	111

Mt. Umunhum - Chamise, New Growth			
Date	03/01	03/14	04/01
Percent	152	146	137

Mt. Umunhum - Chamise, Old Growth

Date	01/02	01/31	03/01	03/14	04/01
Percent	80	87	85	78	85

Mt. Umunhum - Manzanita, Eastwoods

Date	01/02	01/31	03/01	03/14	04/01
Percent	85	88	86	82	81

Quail Hollow Ranch - Chamise

Date	01/02	01/31	03/01	03/14	04/01
Percent	87	95	119	117	111

Quail Hollow Ranch - Chamise, New Growth			
Date	03/01	03/14	04/01
Percent	153	152	145

Quail Hollow Ranch - Chamise, Old Growth					
Date	01/02	01/31	03/01	03/14	04/01
Percent	87	95	119	117	111

CalFire San Mateo- Santa Cruz Unit

Corralitos - Manzanita, Eastwoods			
Date	02/01	03/01	04/06
Percent	138	121	136

Corralitos New Growth - Manzanita, Eastwoods			
Date	02/01	03/01	04/06
Percent	182	165	173

Corralitos Old Growth - Manzanita, Eastwoods			
Date	02/01	03/01	04/06
Percent	94	95	99

Pulgas - Coyotebrush			
Date	02/02	03/02	04/04
Percent	107	118	141

Saratoga Summit - Chamise			
Date	02/01	03/01	04/04
Percent	94	127	113

Saratoga Summit - Chamise, New Growth		
Date	03/01	04/04
Percent	164	142

Saratoga Summit - Chamise, Old Growth			
Date	02/01	03/01	04/04
Percent	94	90	85

ST RTE 35 & 92 - Coyotebrush			
Date	02/02	03/02	04/04
Percent	108	120	123

Weather Discussion – North Ops

The weather pattern was more unsettled during March compared to January and February, but below normal precipitation remained across most of the area. Average temperatures were generally above normal excluding some of the near coastal areas. The outlook for the North Ops region is for near to above normal temperatures and near to below normal precipitation from April through July. The weather pattern during April appears to be like what occurred in March but a tad drier overall. May and June look to be warmer and drier. Critically dry wind events, whether they be westerly or northerly, should occur with normal frequency from April to June. La Niña influences should remain through the spring and could possibly extend into the summer although confidence is less for the summer extension.

NORTHOPS

April - July 2022 North Ops Highlights

- Weather outlook for April to July is near to above normal temperatures and near to below normal precipitation.
- Growing season started early therefore earlier flammable fuel alignments likely.
- Fuel conditions vary based on elevations with flammability increasing May through July
- Significant Fire Potential is Normal for all areas in April, then increasing to Above Normal for May and June across low and mid elevations. Then in July all elevations will be Above Normal for significant fire potential.

Fuels Discussion - North Ops

A variety of fuel conditions and flammability exists across northern California, but dead fuels are generally drier than normal. The 1000-hour dead fuel moisture indicates an overall drying trend since January. The woody shrubs are in a mixed flammability state, due to long term drought impacts and an unusual early start to the main growing season. The woody shrubs have greened up across the lower elevations and are in greening up across some, if not most, mid elevations. Abundant late October and December moisture promoted widespread herbaceous fuel growth up to 4000-4500 feet. Curing was visible from February through March across the lowest elevations due to the extended dry periods. Herbaceous fuel loading is still a bit unknown, but it is likely to be near to below normal most areas. The snow cover and water content lowered from 60-65% at the beginning of March to 30-40% at the end of the month. This is the lowest it has been, for this time of year, in the last 5 years.

Weather Discussion - SouthOps

- Weather Discussion High pressure remained just off the California Coast most of March, just like it did in January and February. The area of high pressure caused temperatures to be above normal most of the month. However, a few troughs brought brief periods of below normal temperatures. Overall, temperatures were above normal in March, with the greatest anomalies over the coastal areas. Our first significant storm since the end of December occurred at the end of the month. Most locations away from the deserts received between a half inch and 2 inches of rainfall with this storm. The other troughs came out of the north and brought scattered showers with light precipitation totals on a few days. Most of the area received below normal precipitation in March. However, near to a little above normal precipitation occurred over the southern part of the San Joaquin Valley and southern San Diego County. The snowpack in the Sierra is now melting rapidly and it is currently between 40% and 50% of normal. Light to moderate Santa Ana wind events occurred throughout the month. There were brief periods of strong westerly winds over the mountains and deserts ahead of each trough.

SOUTHOPS

April 2022 - July 2022 South Ops Highlights

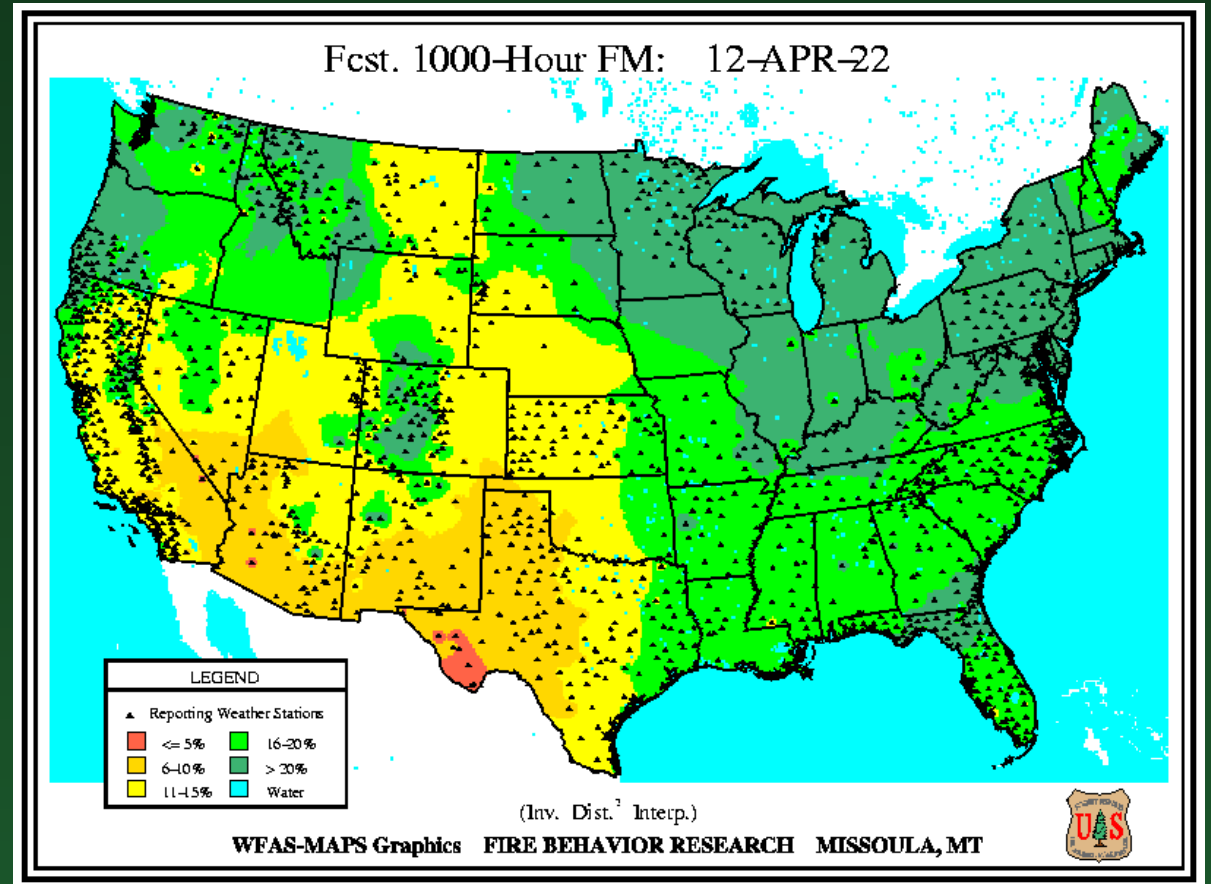
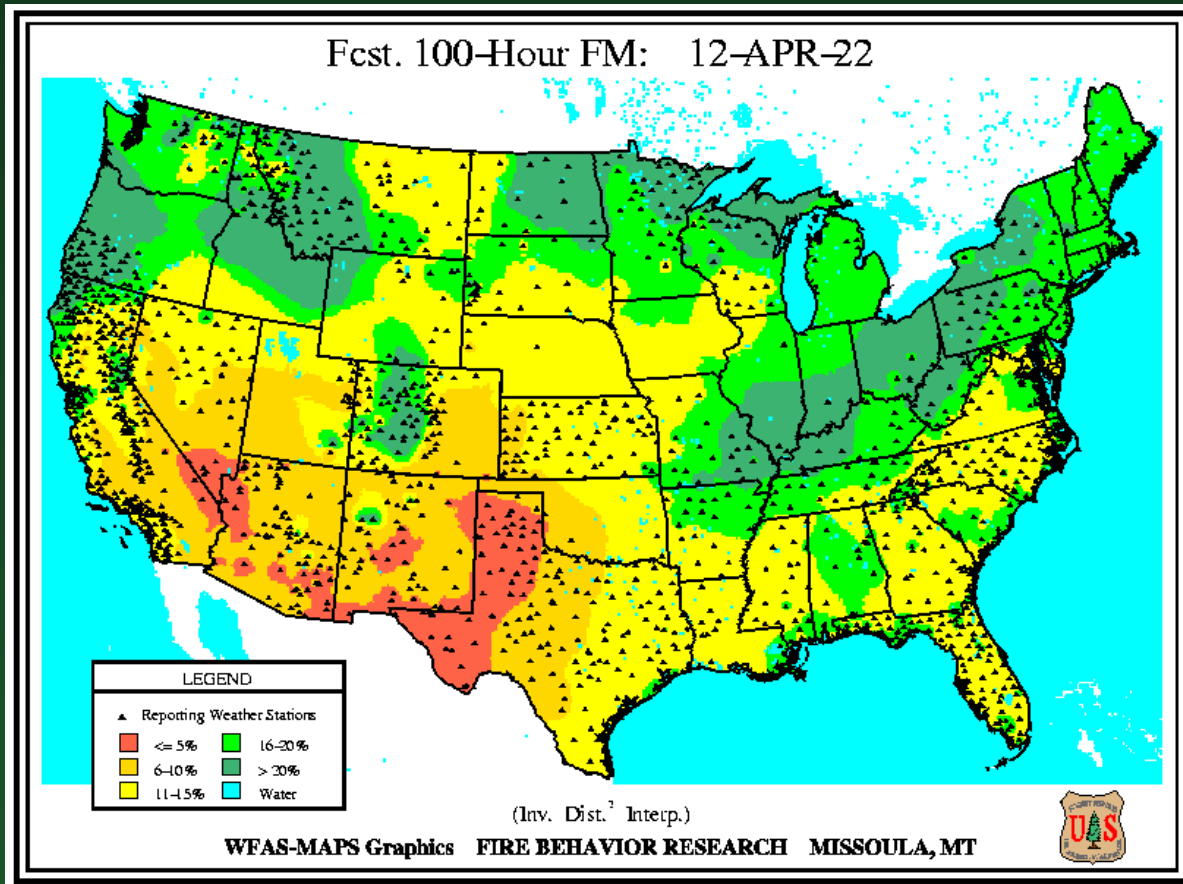
- Temperatures will likely be above normal through July.
- Rainfall will likely be below normal through June.
- The amount of Santa Ana wind events will likely be near to a little above normal in April and May.
- The marine layer will likely be shallower and not penetrate as far inland as normal in May and June.
- Monsoon shower and thunderstorm activity will likely be near to above normal in

Fuels Discussion

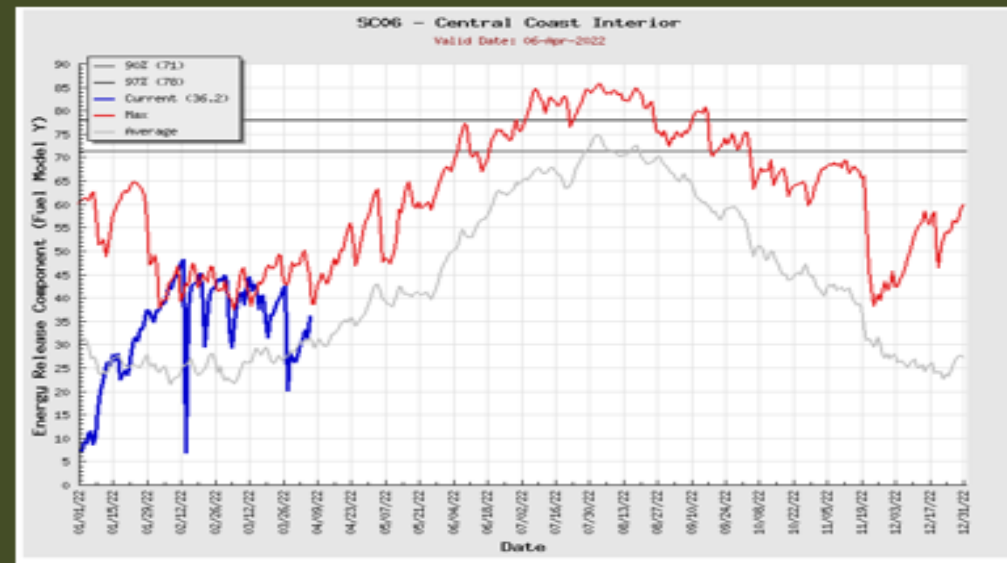
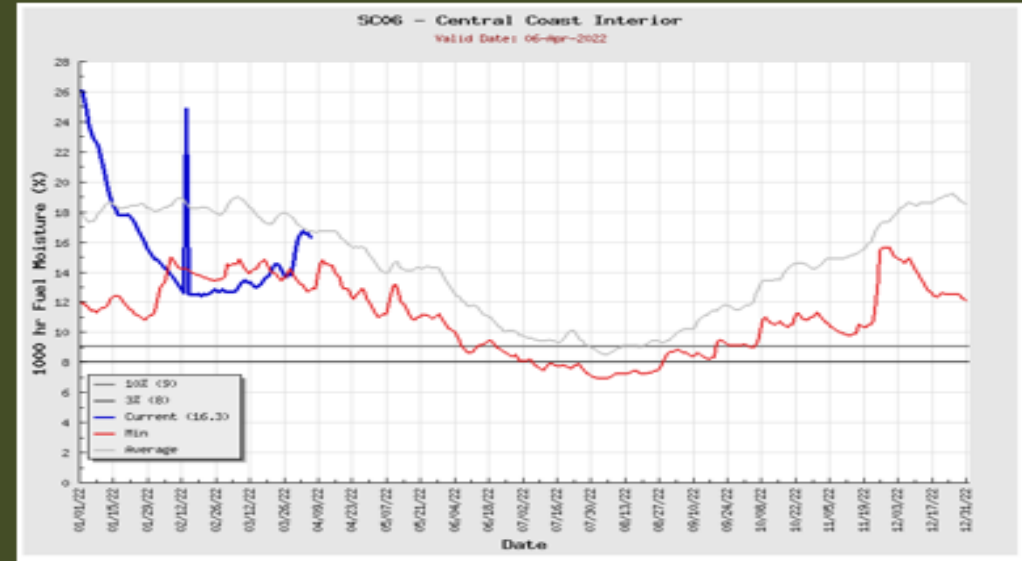
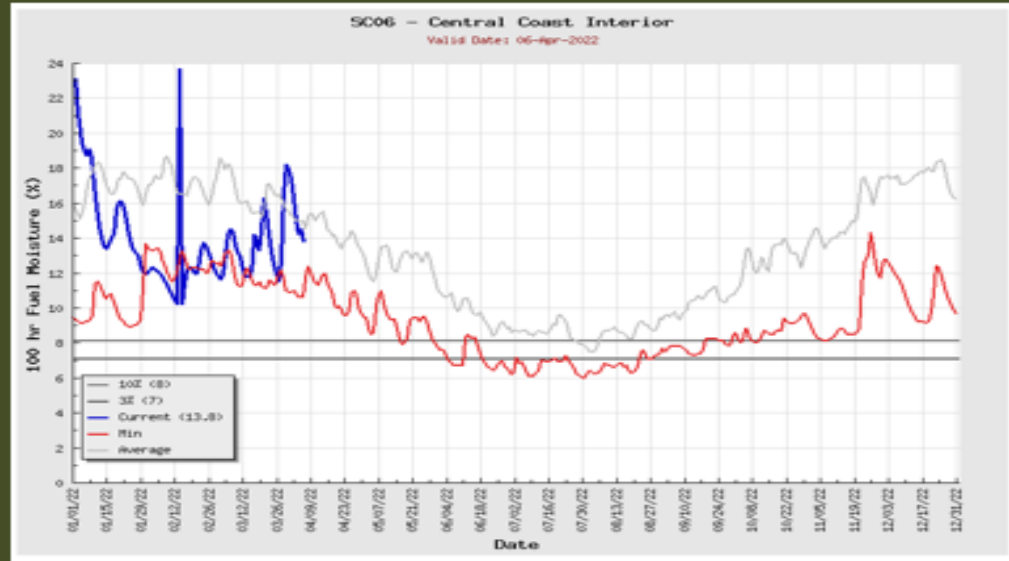
- Fuels Discussion The drought is getting worse since precipitation has been well below normal since January . Most of the San Joaquin Valley as well as the deserts bordering Nevada and Arizona are now in extreme drought. The rest of Central and Southern California is mainly in severe drought. The only exception is that moderate drought continues from the mountains westward south of Los Angeles County. Both the 1000-hr and 100-hr dead fuel moisture remained below normal and broke record low values most of the month. The curing phase of the fine fuels across the lower elevations has started to begin. The live fuel moisture is now starting to decrease, but it remains well above normal. Usually, the live fuel moisture peaks in early to mid-April so we are around a month ahead of schedule.

BLUF – Indices

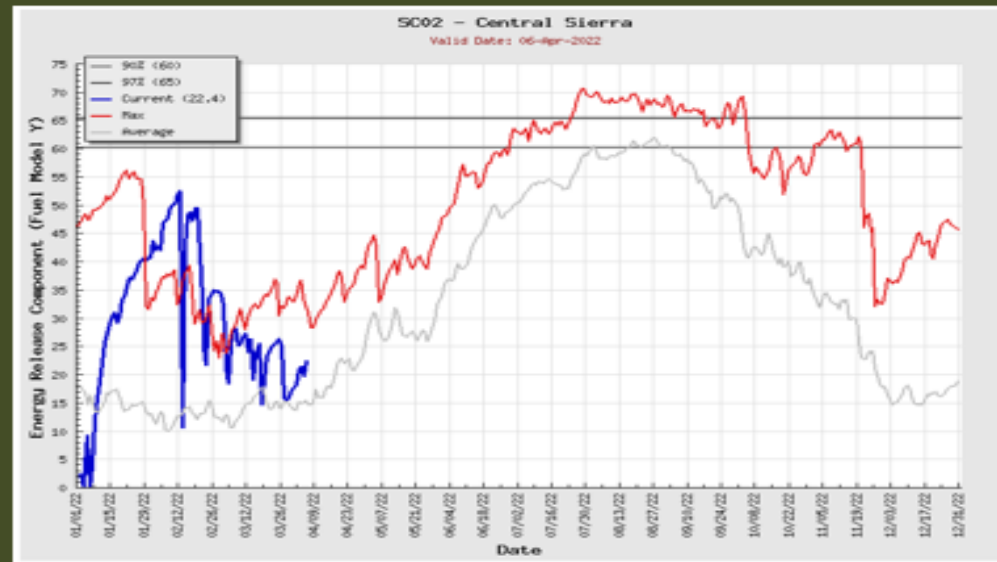
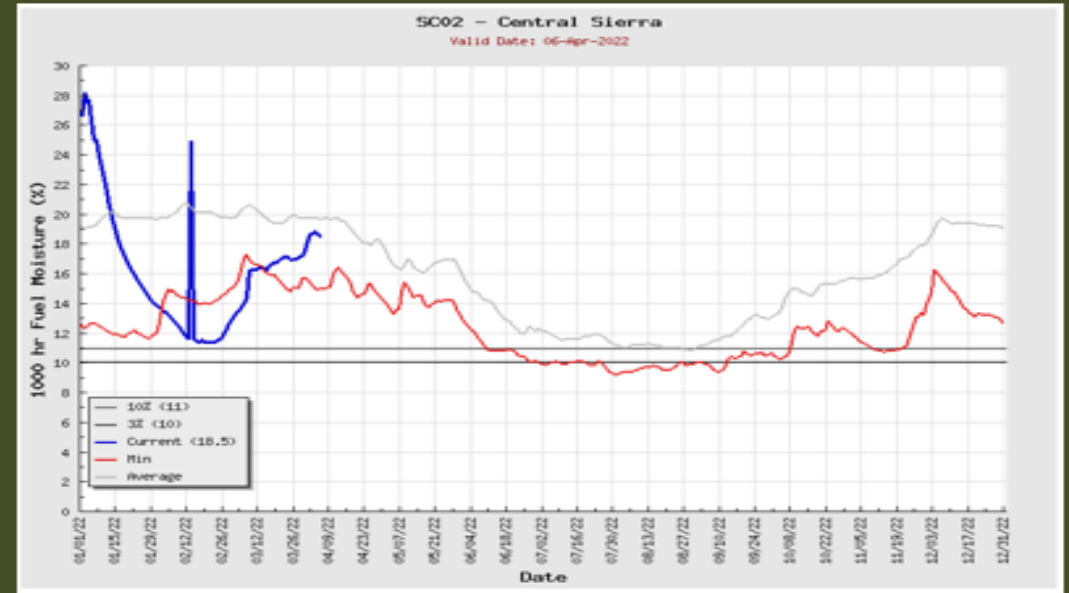
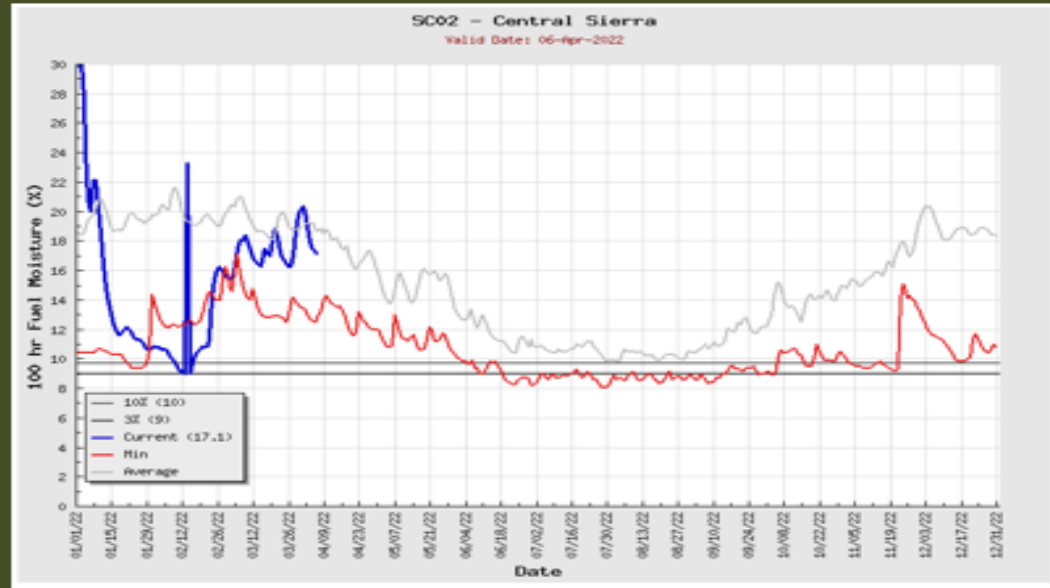
Dead fuel moistures are low across a majority of the state



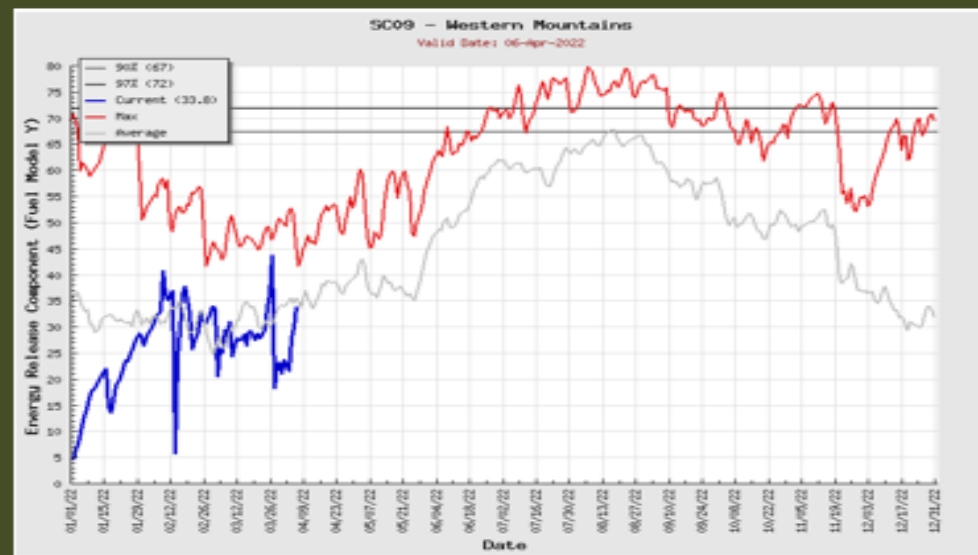
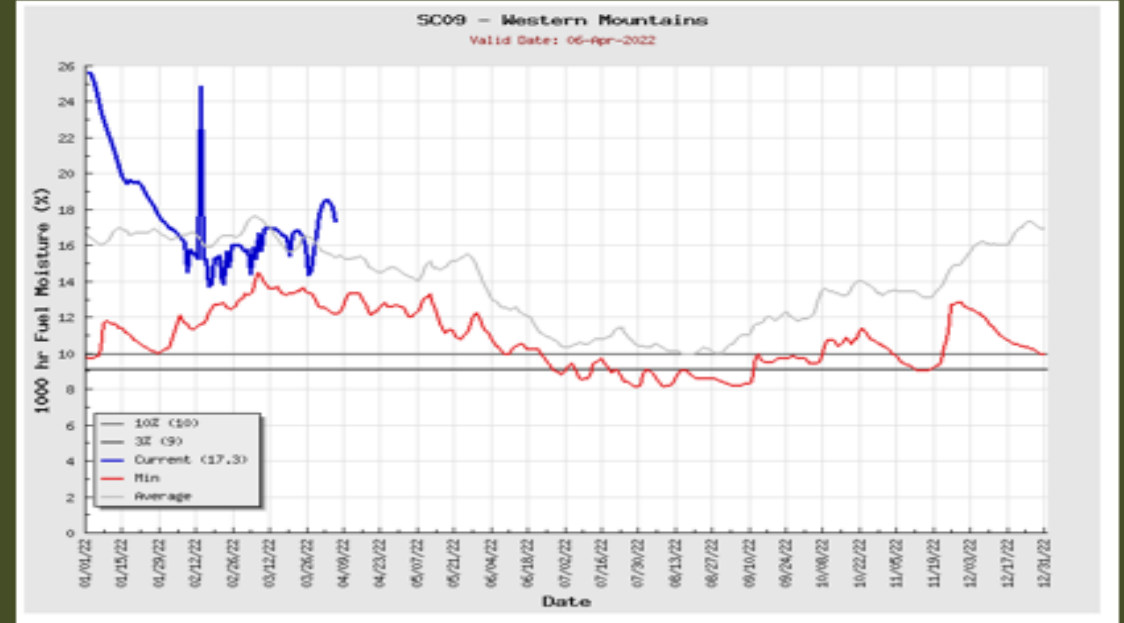
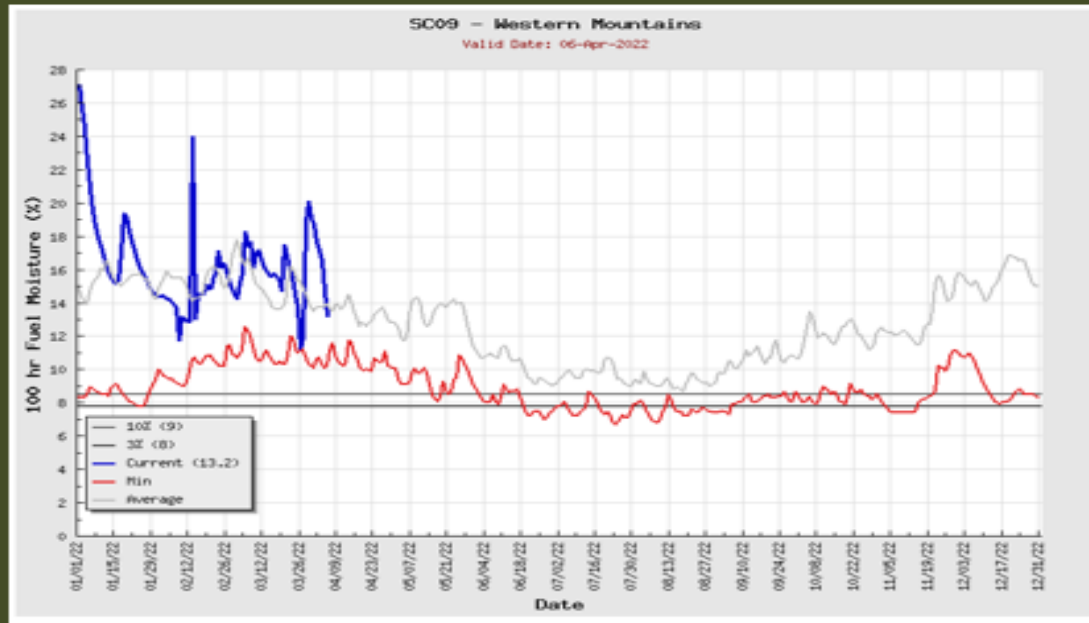
Central Coast Interior



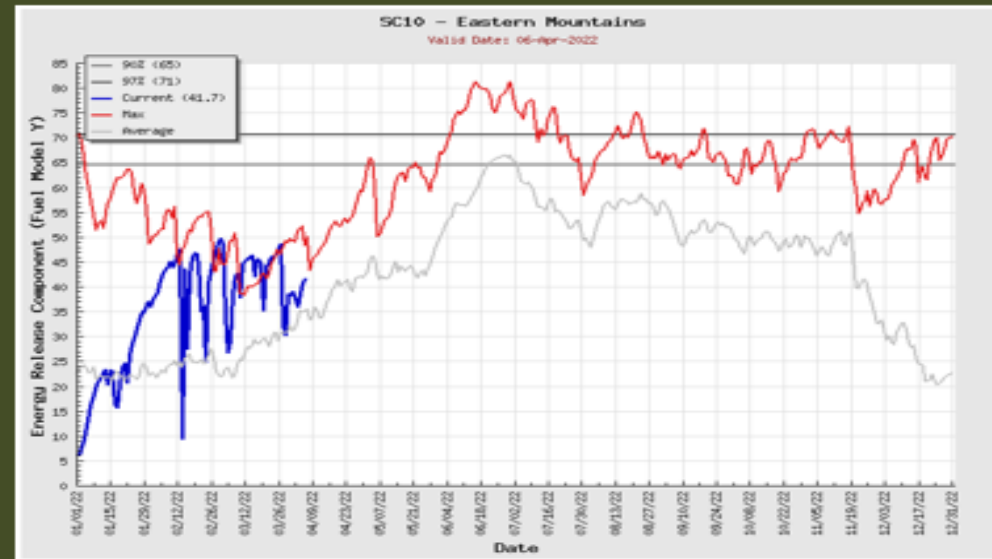
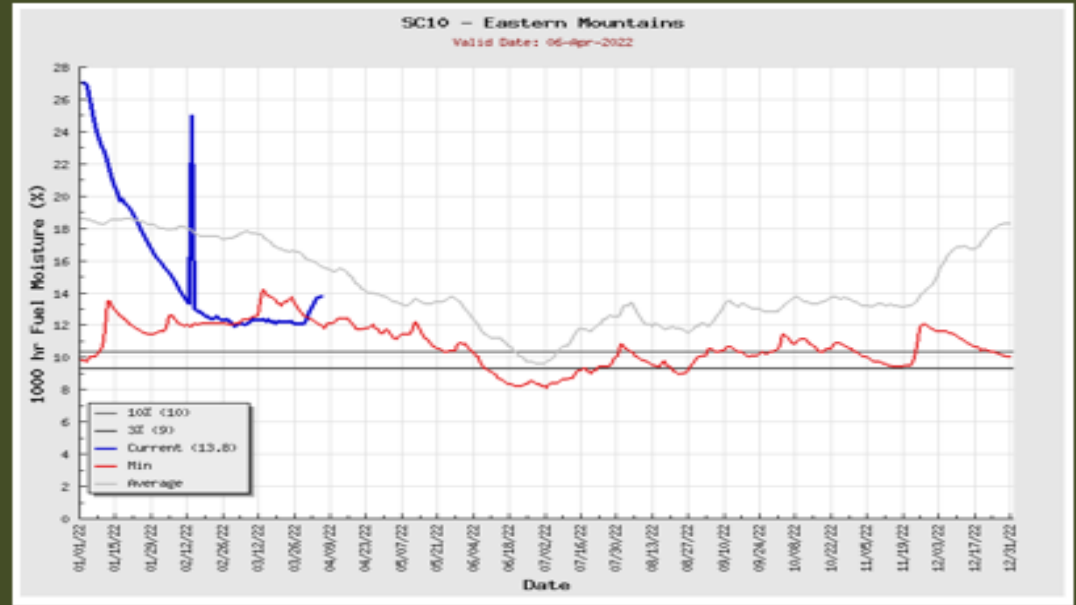
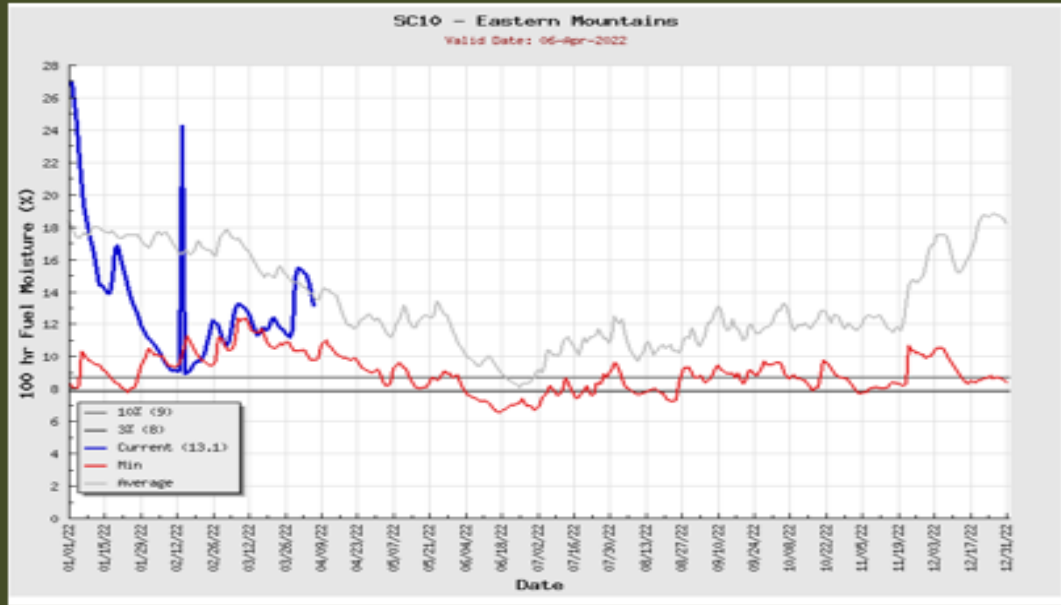
Central Sierra



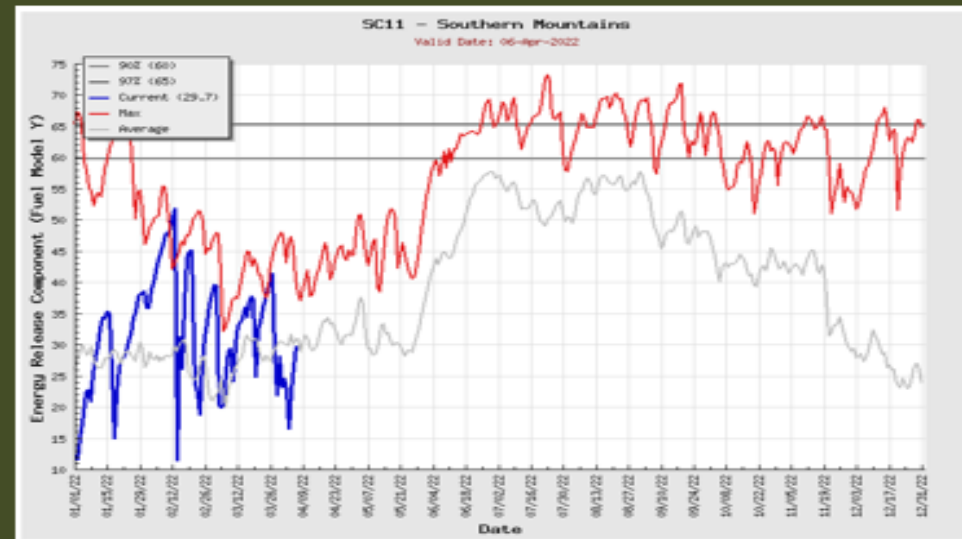
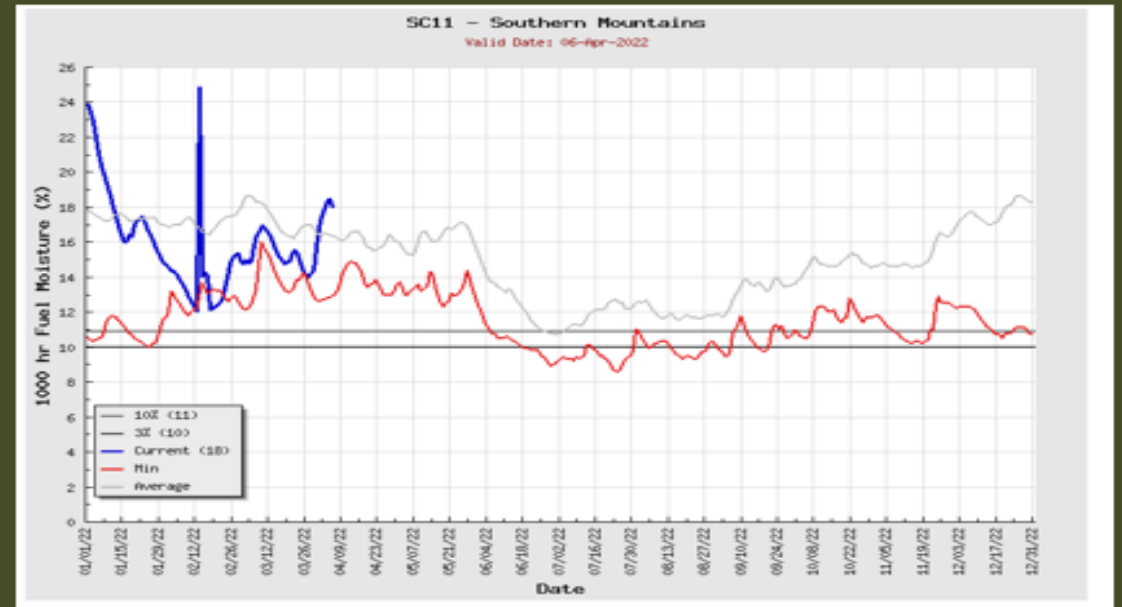
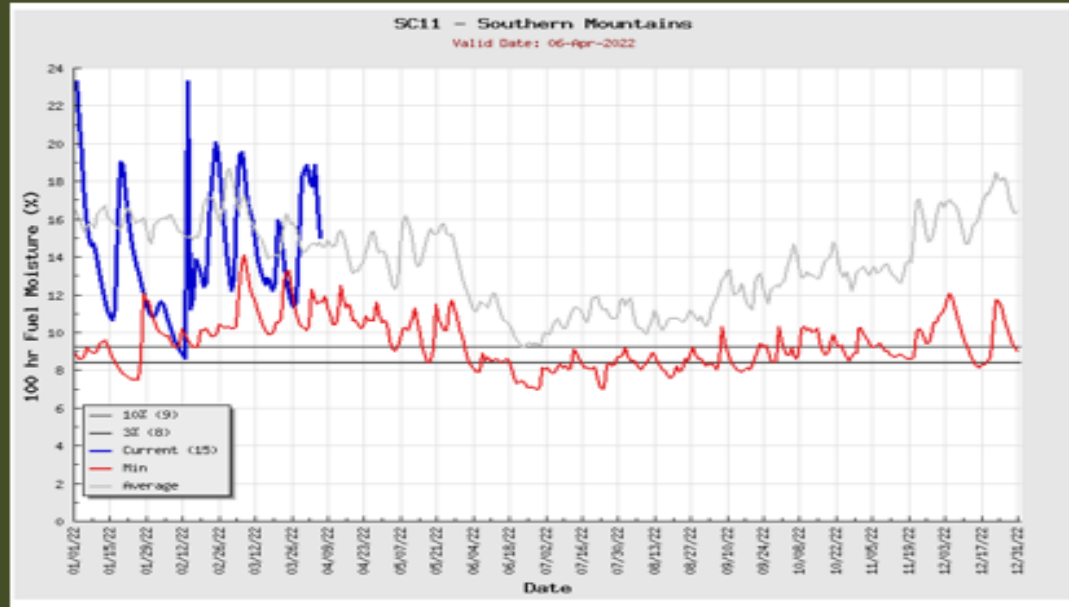
Western Mountains



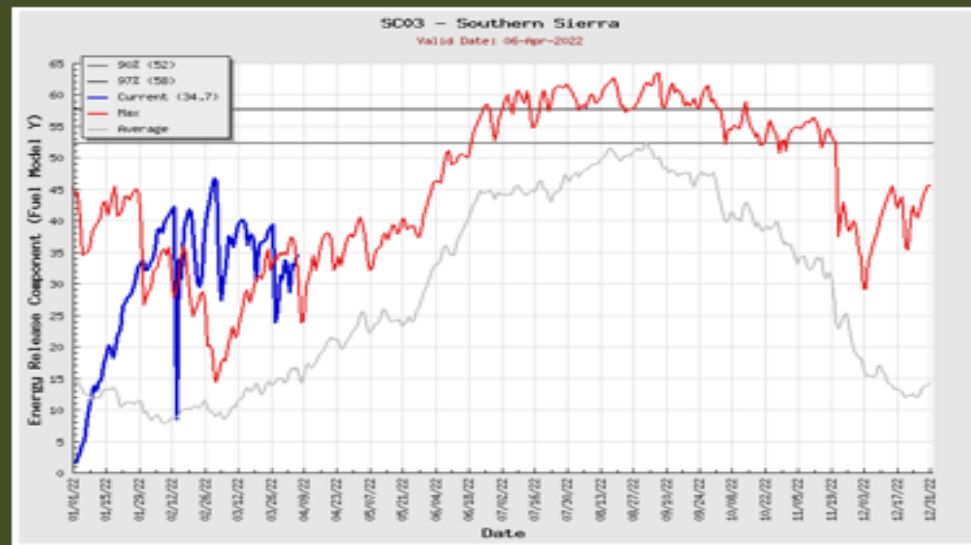
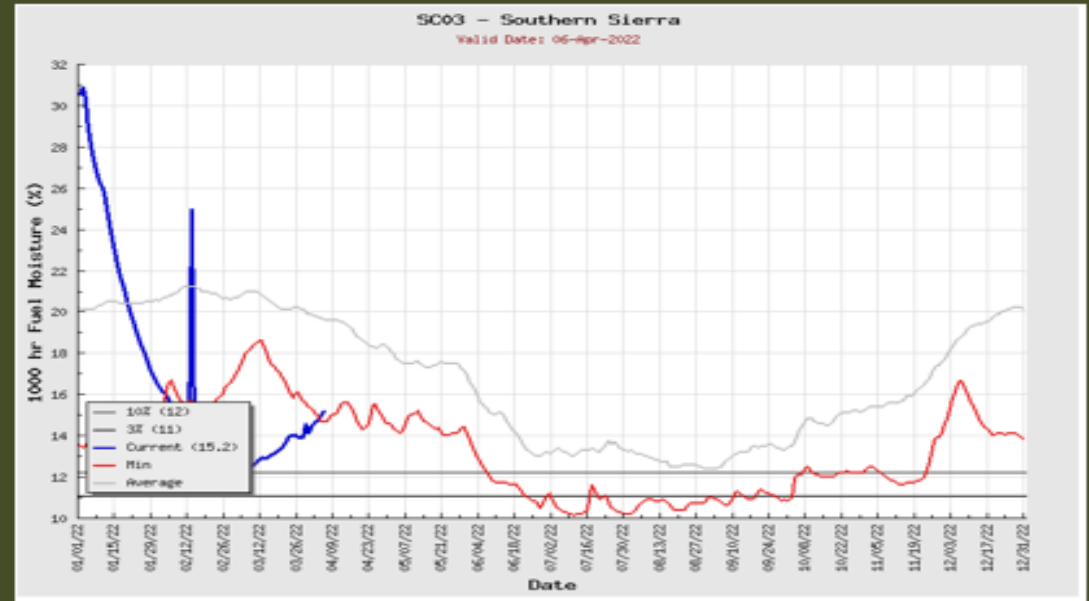
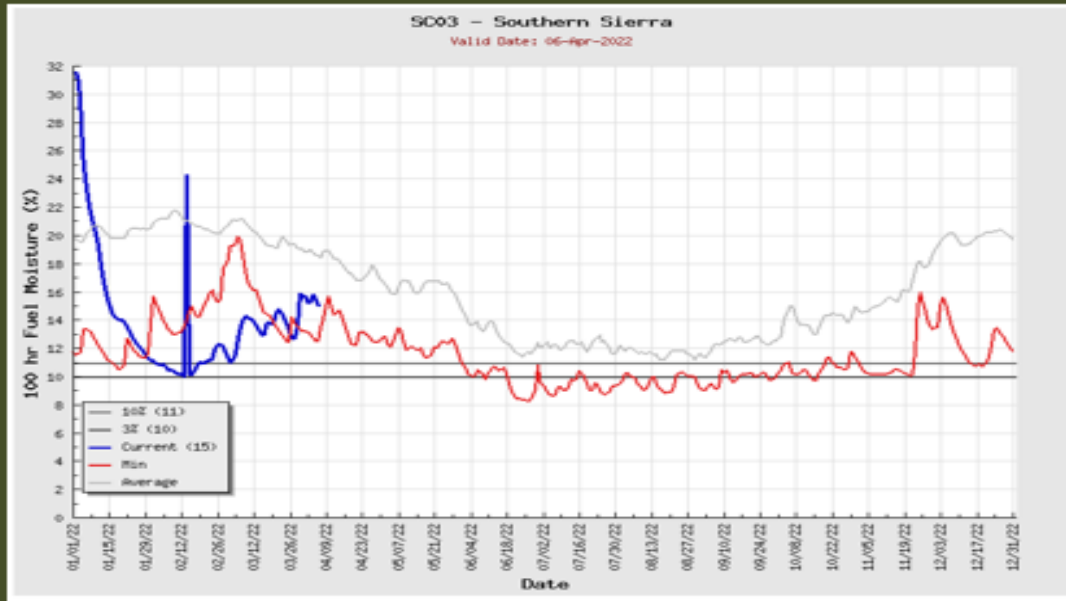
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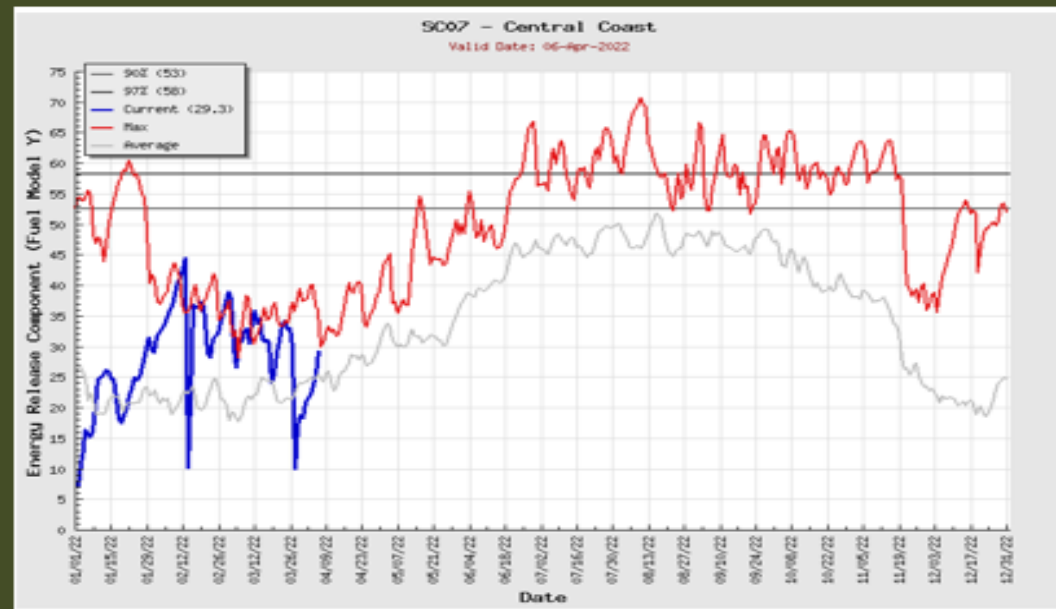
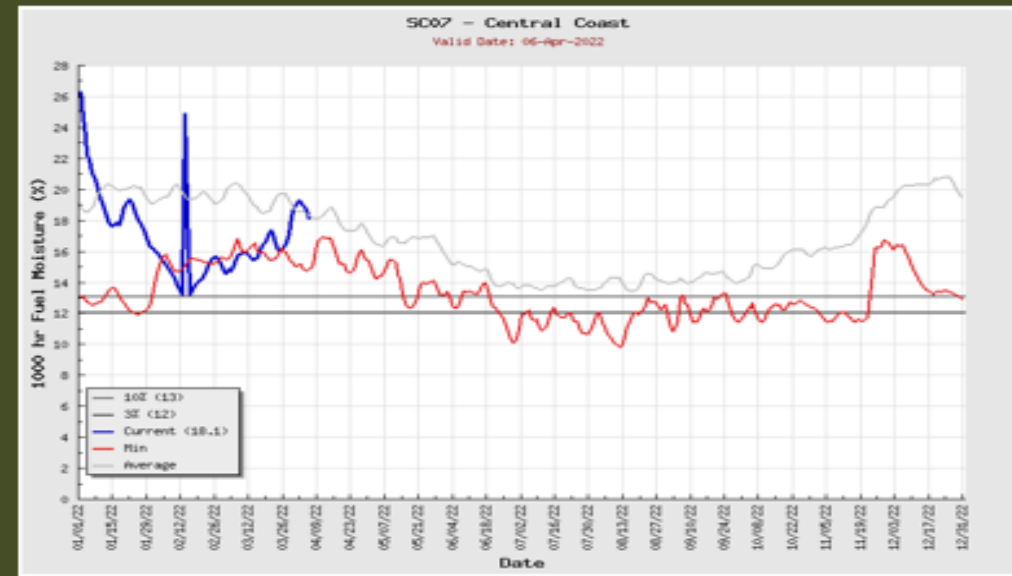
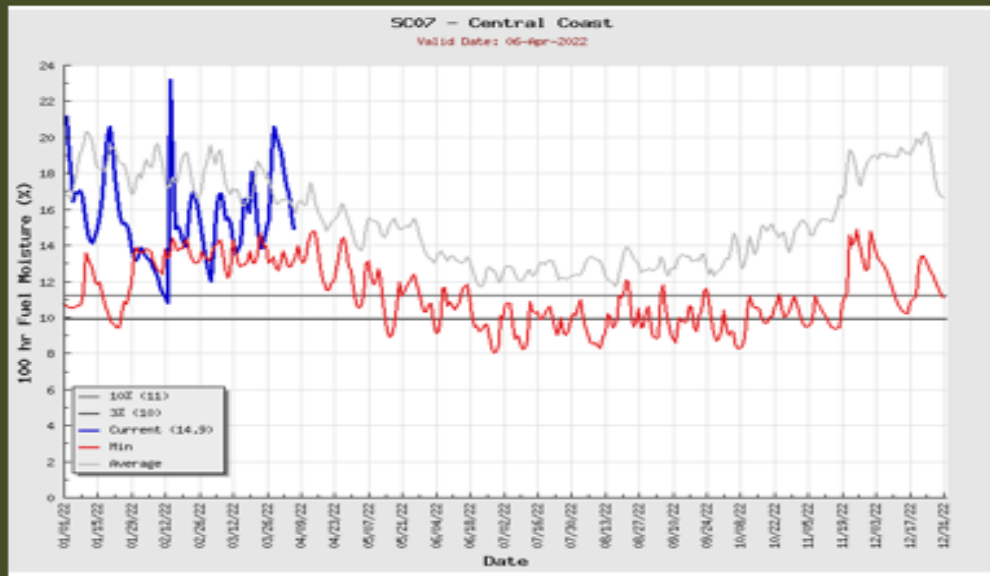
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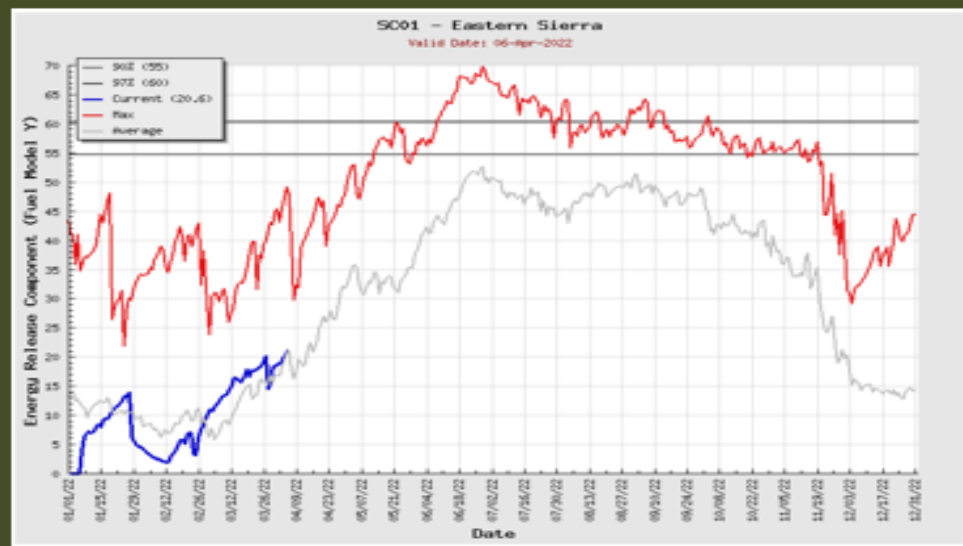
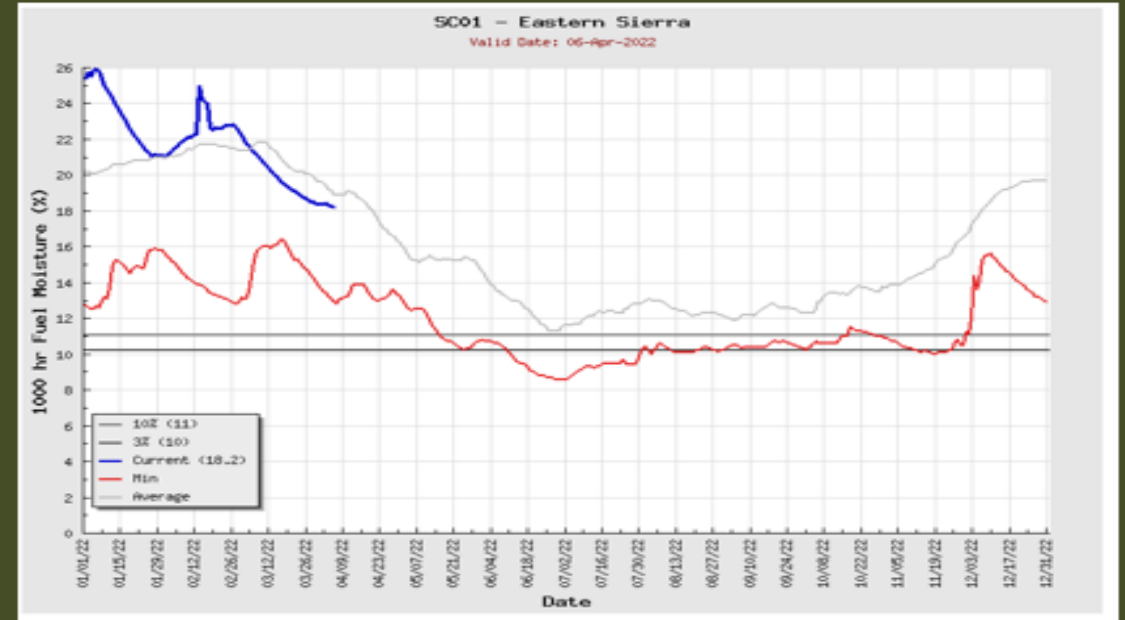
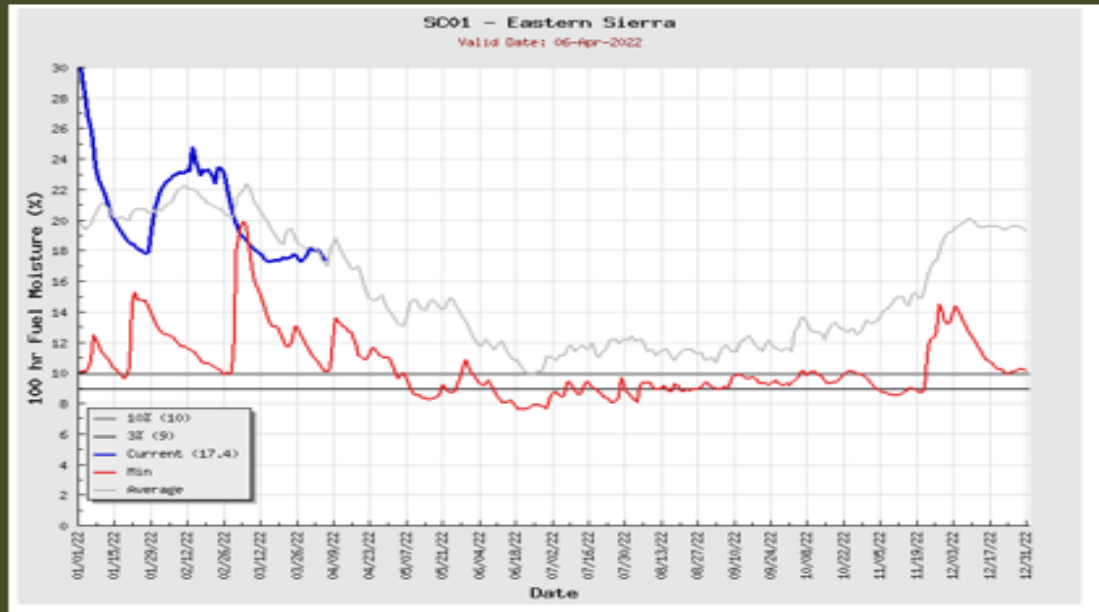
Southern Sierra



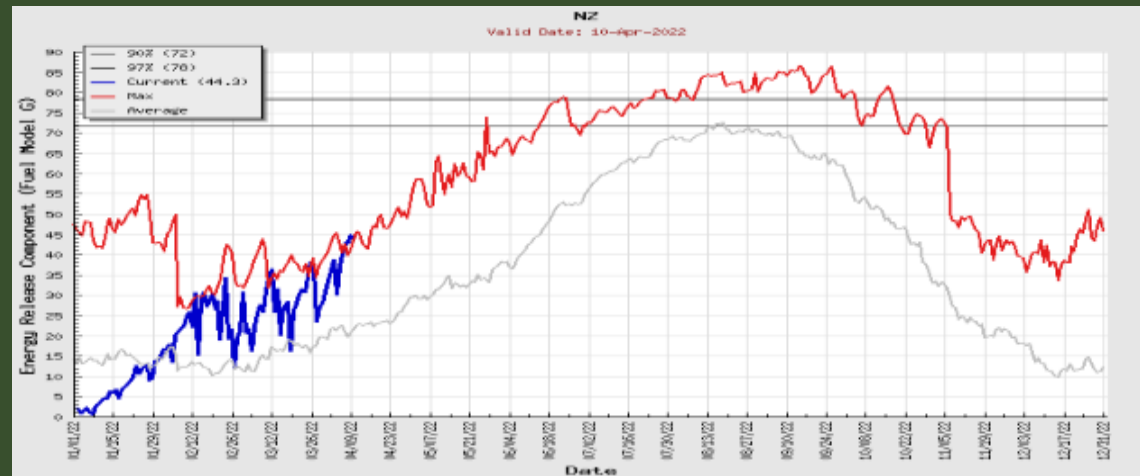
Central Coast



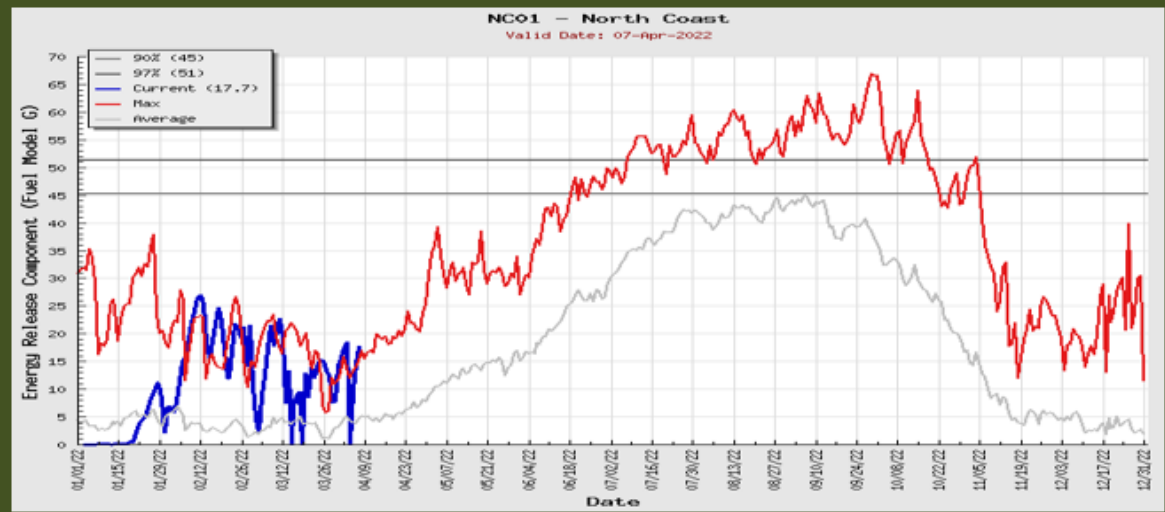
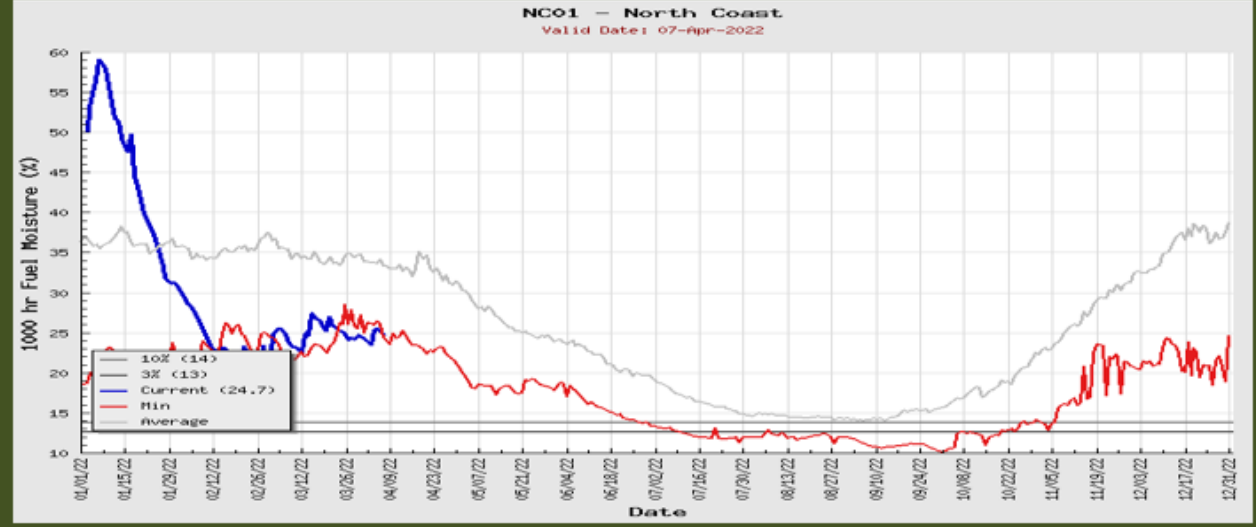
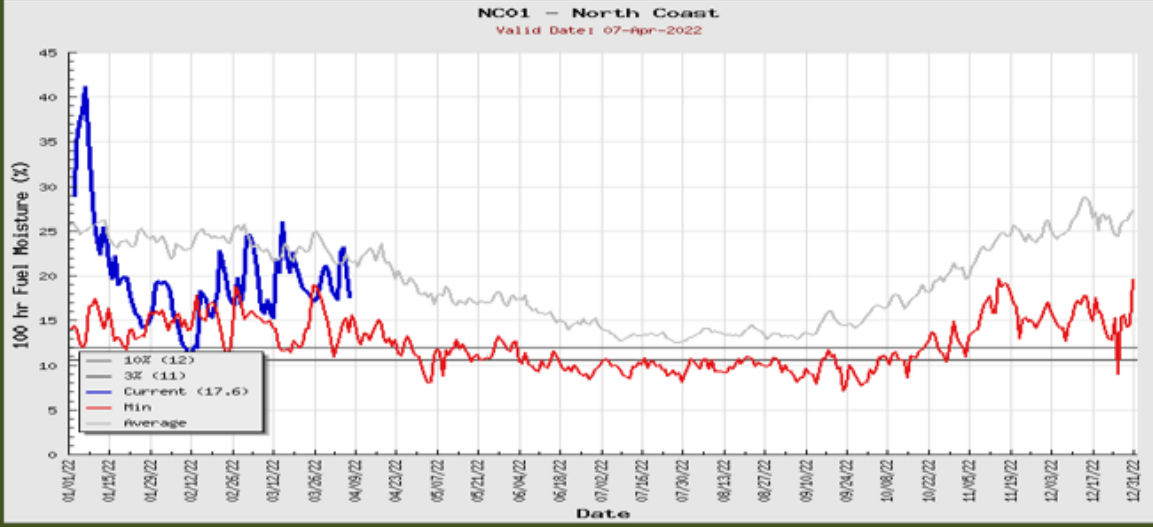
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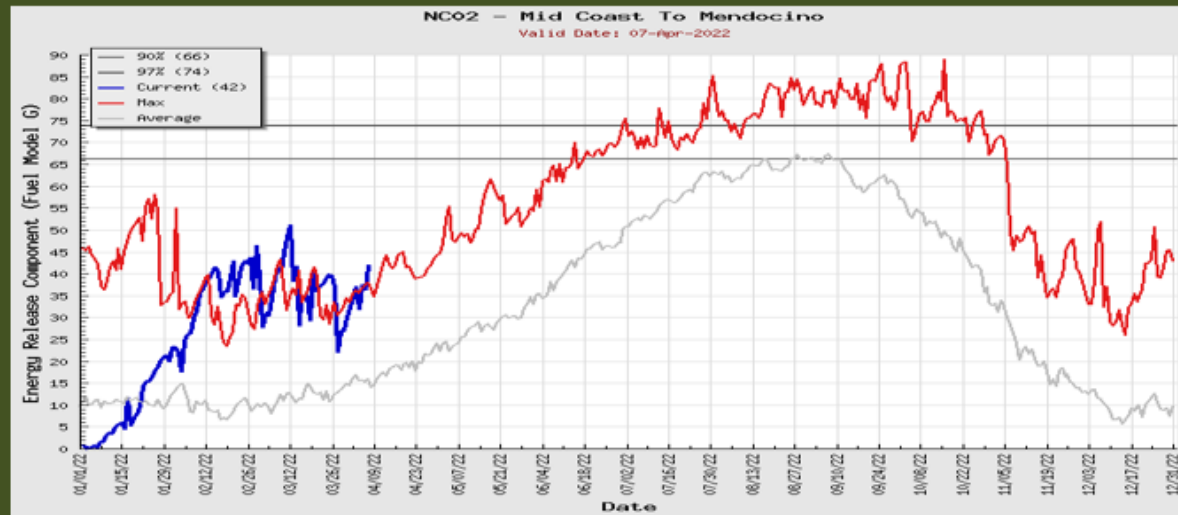
NOPS – NZ SIG



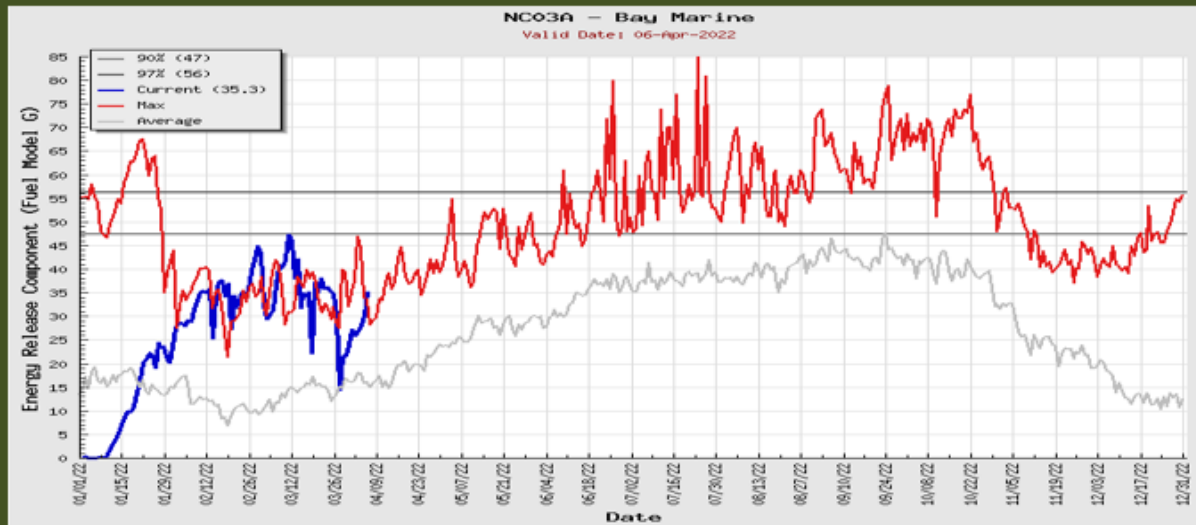
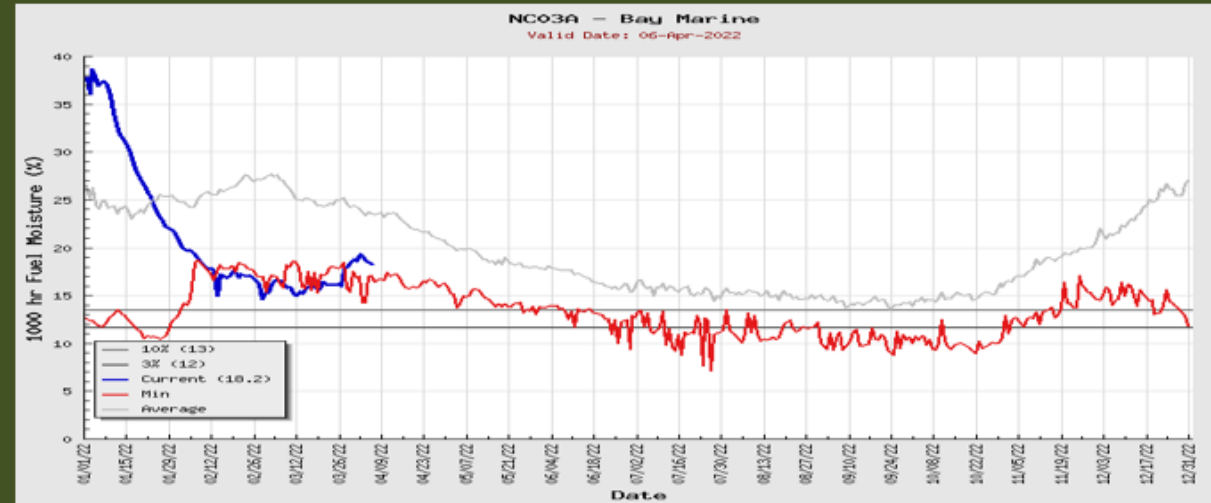
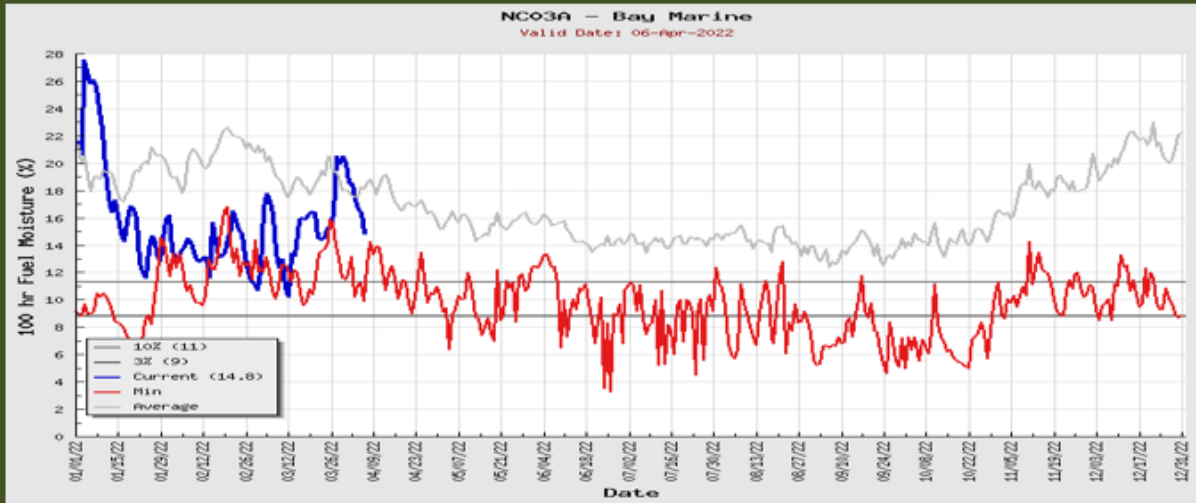
North Coast



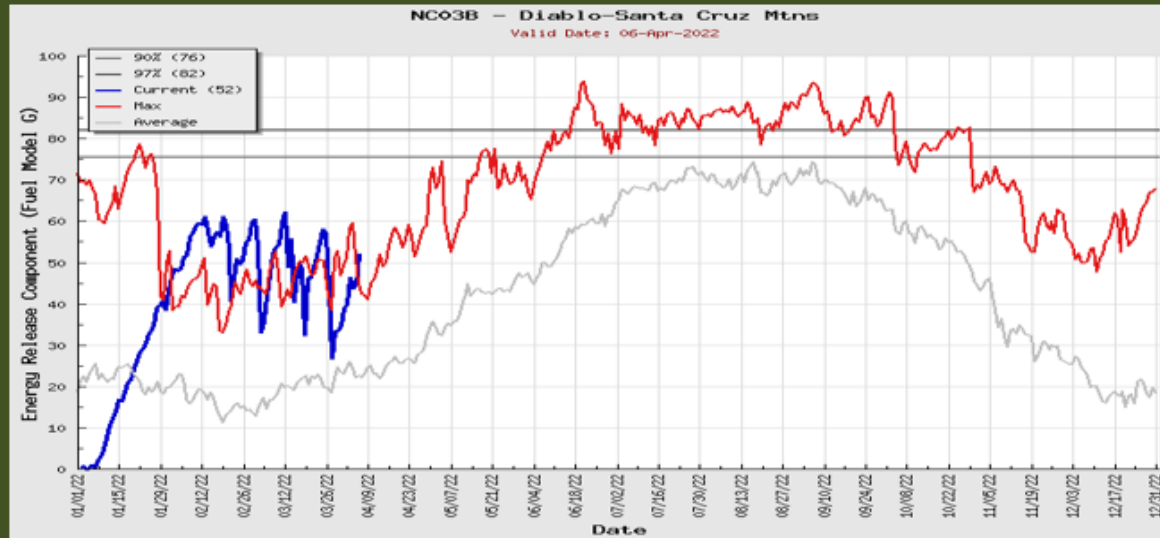
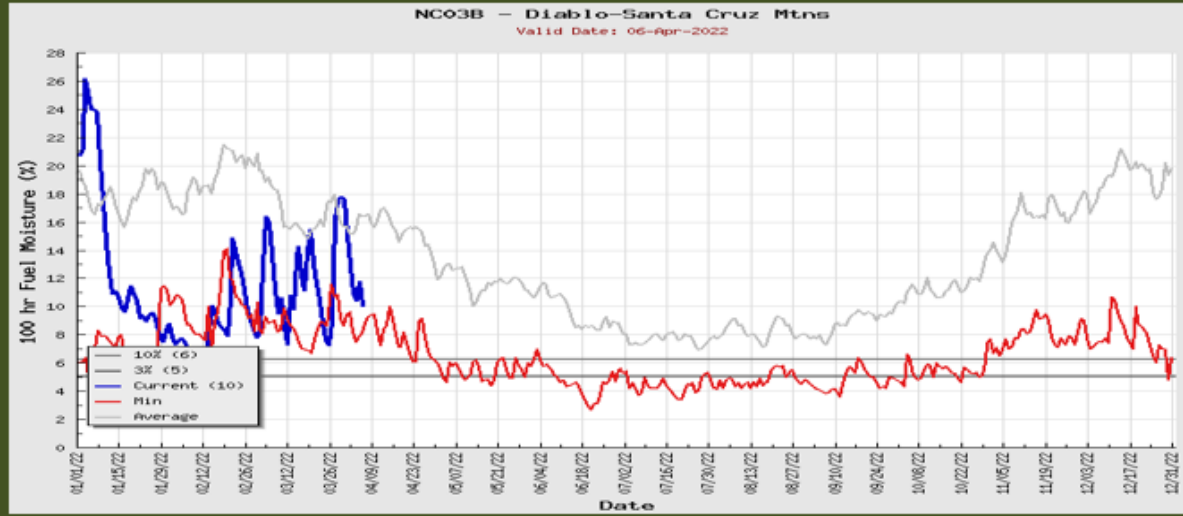
Mid Coast to Mendocino



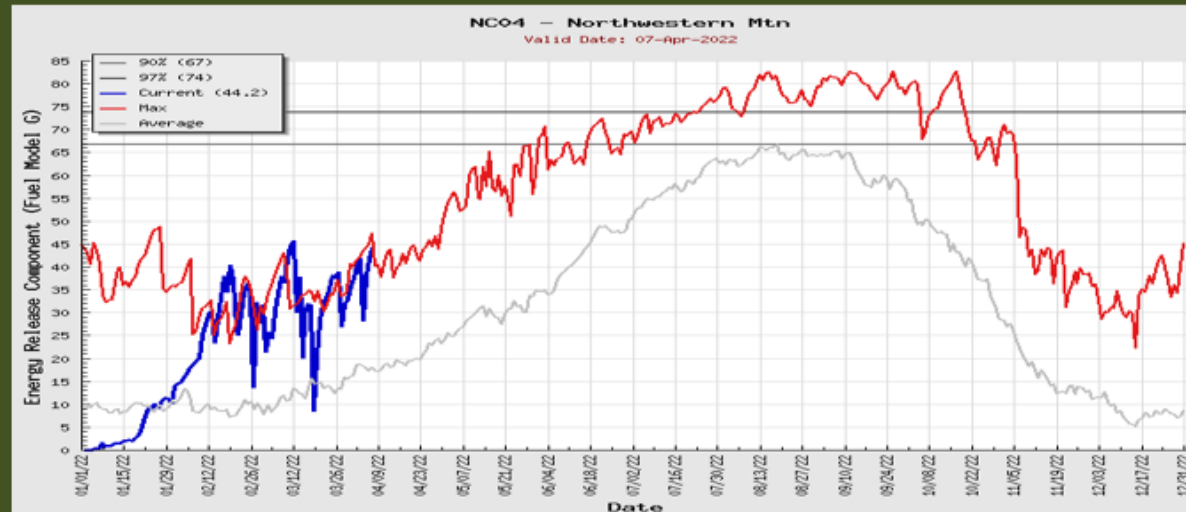
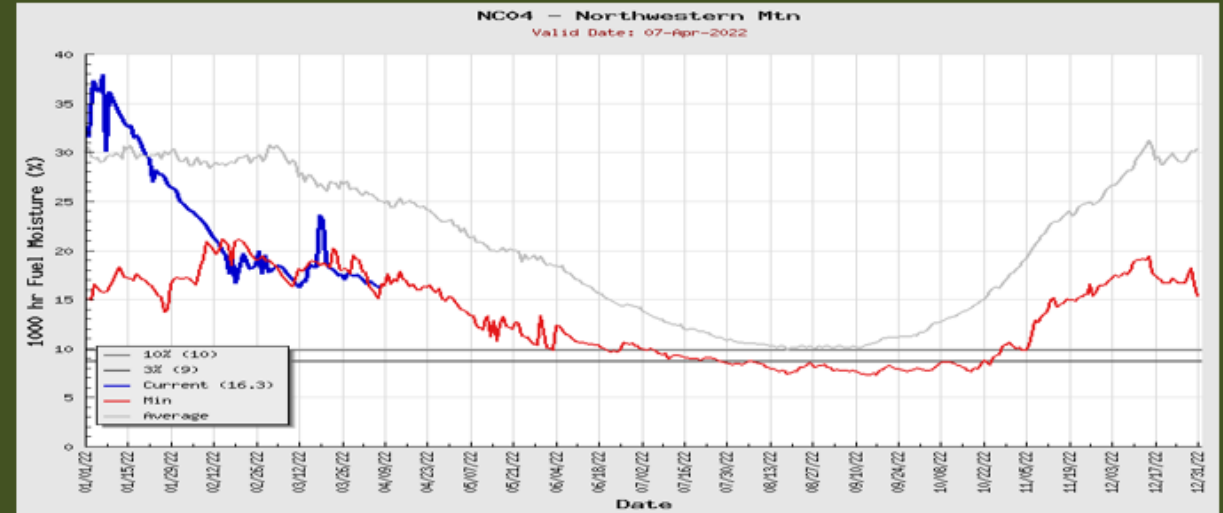
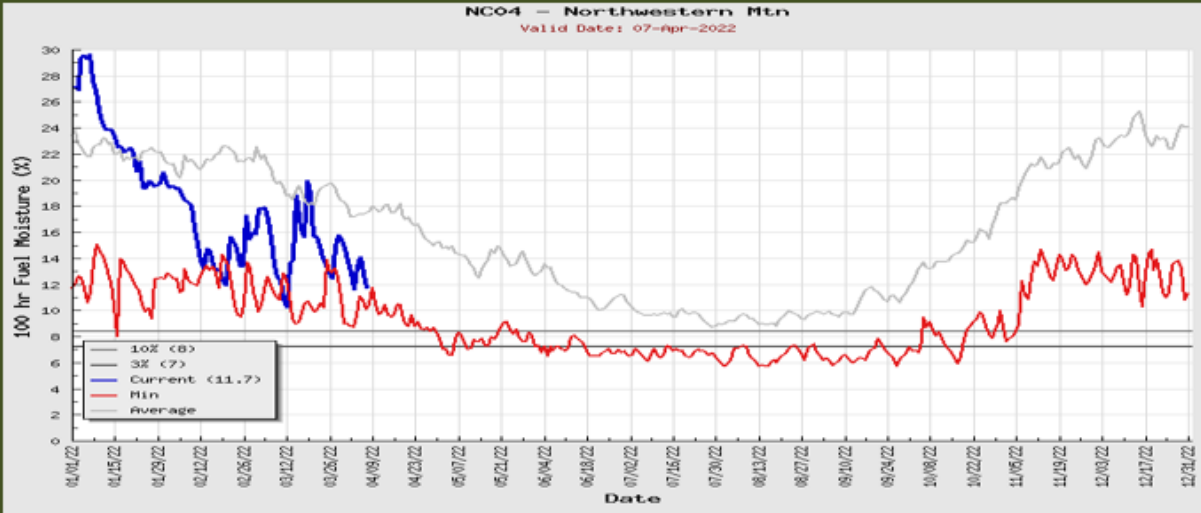
Bay Marine



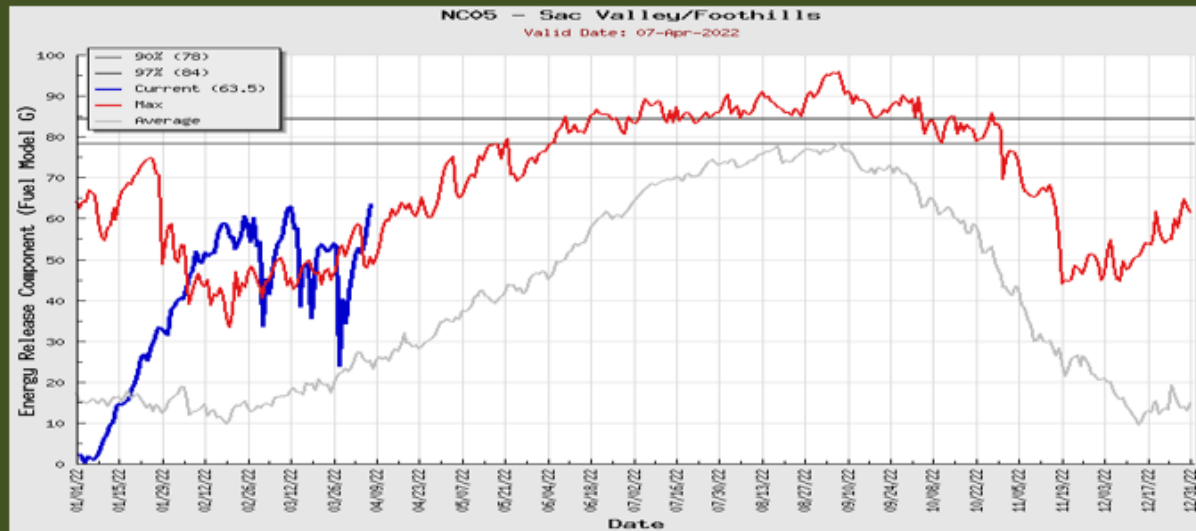
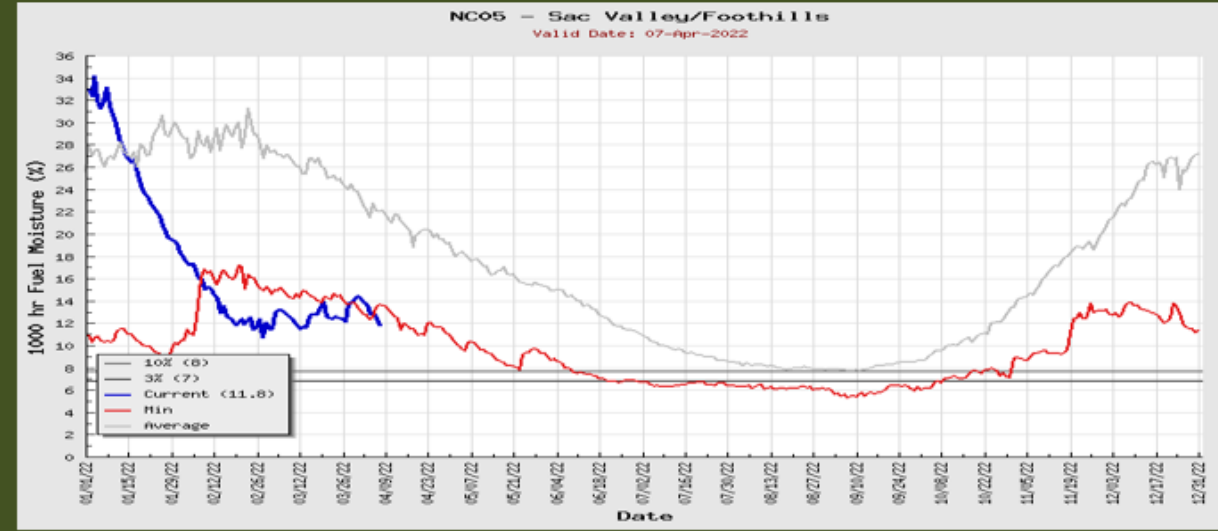
Diablo-Santa Cruz Mtns



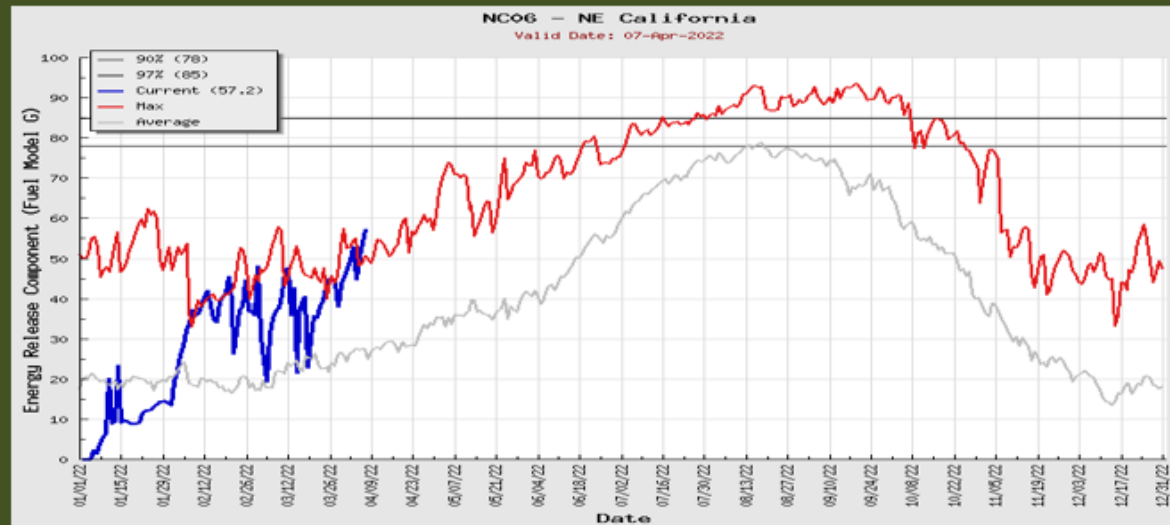
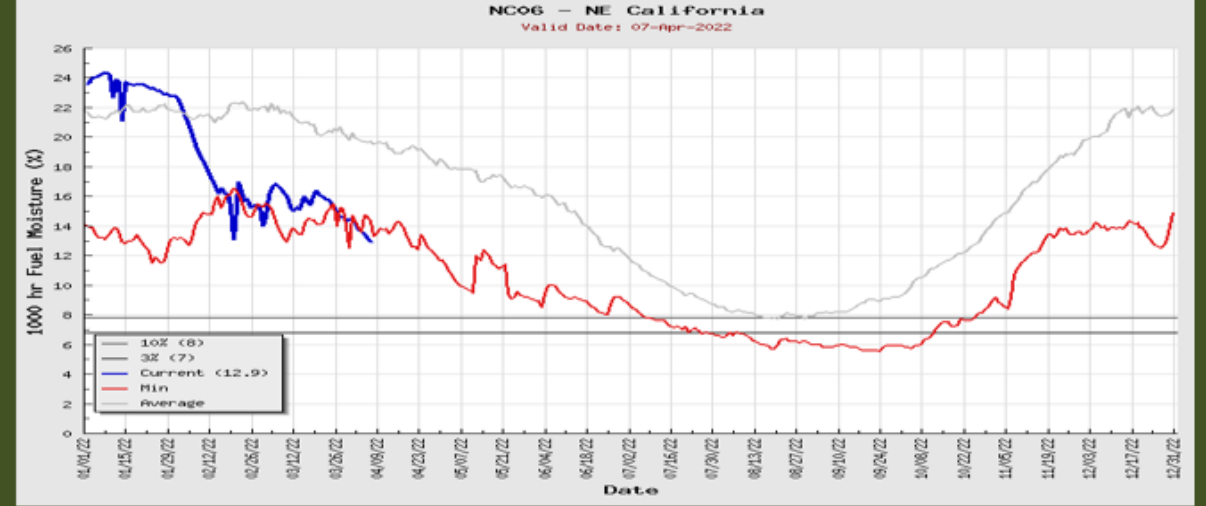
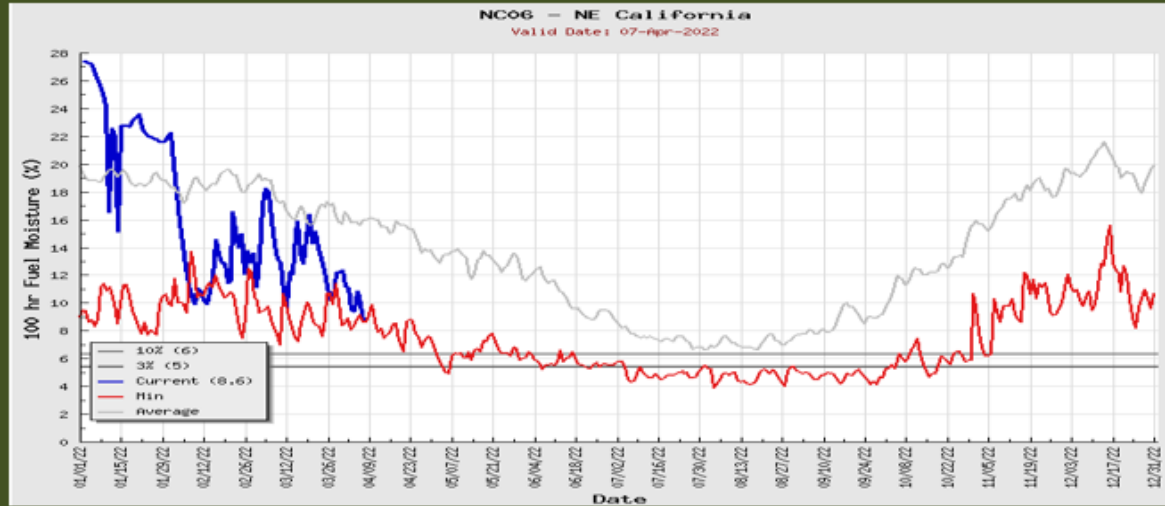
Northwestern Mtn



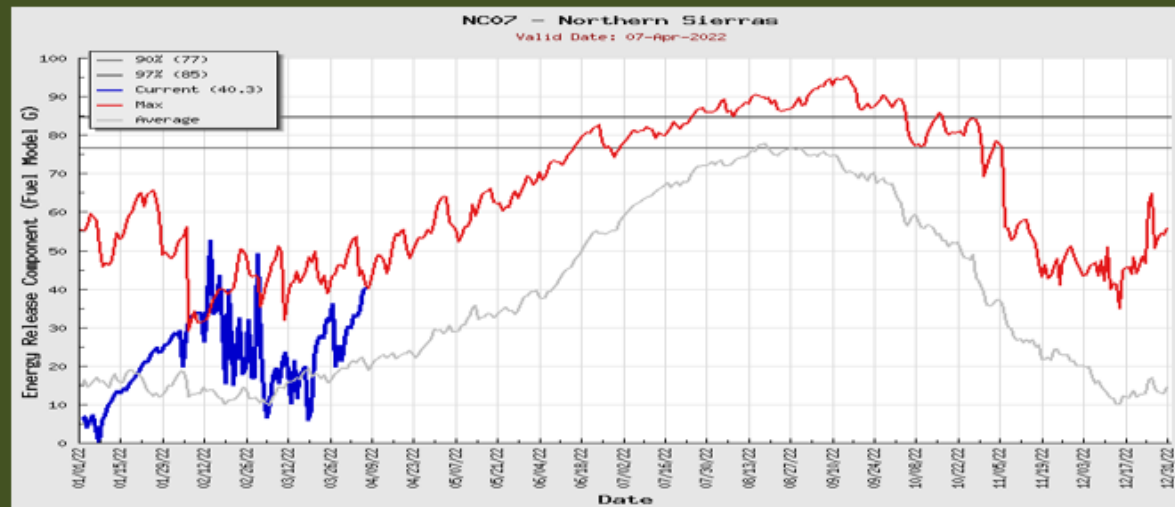
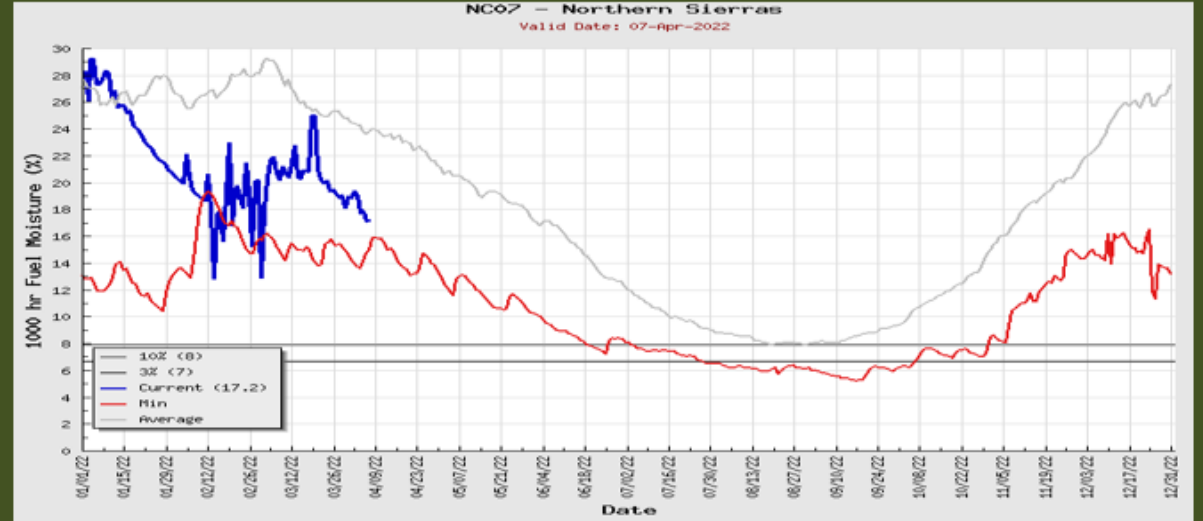
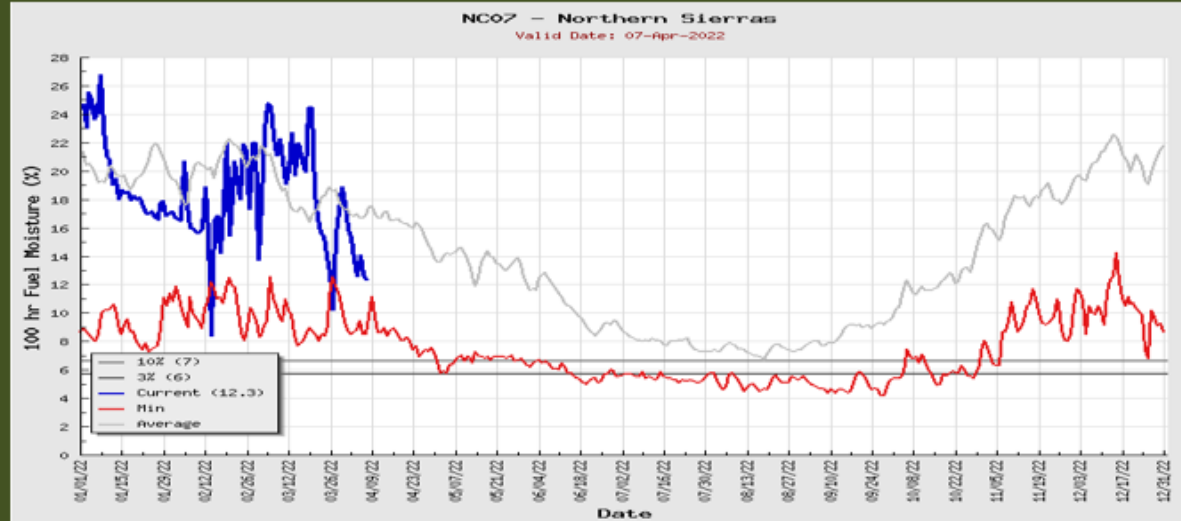
Sac Valley/Foothills



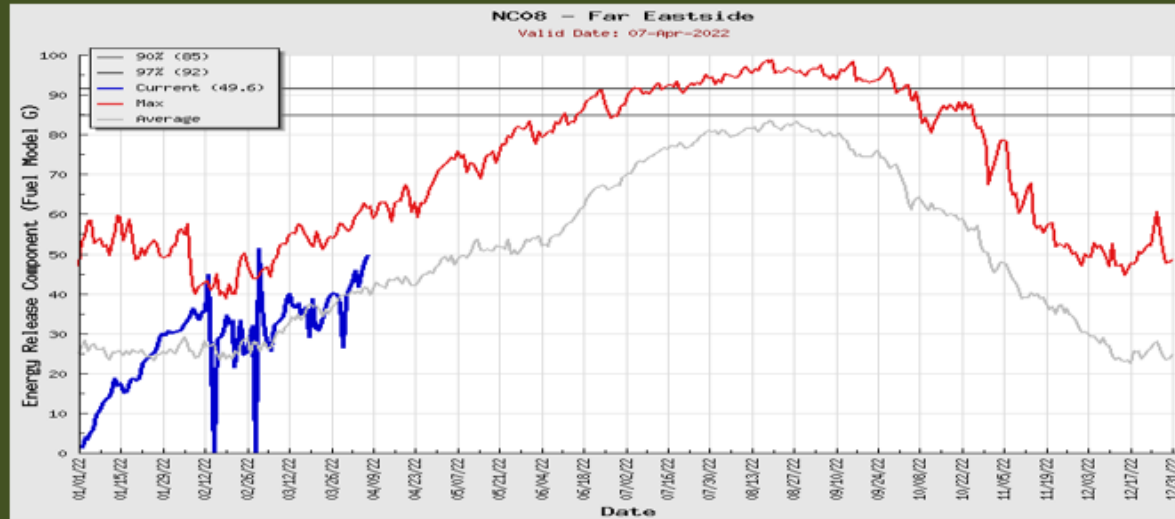
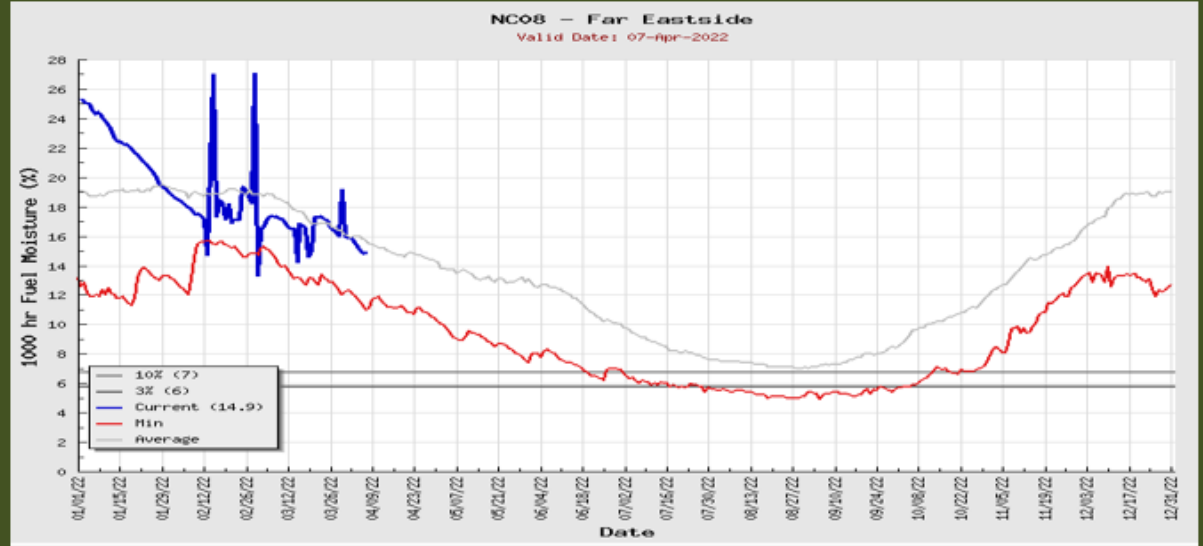
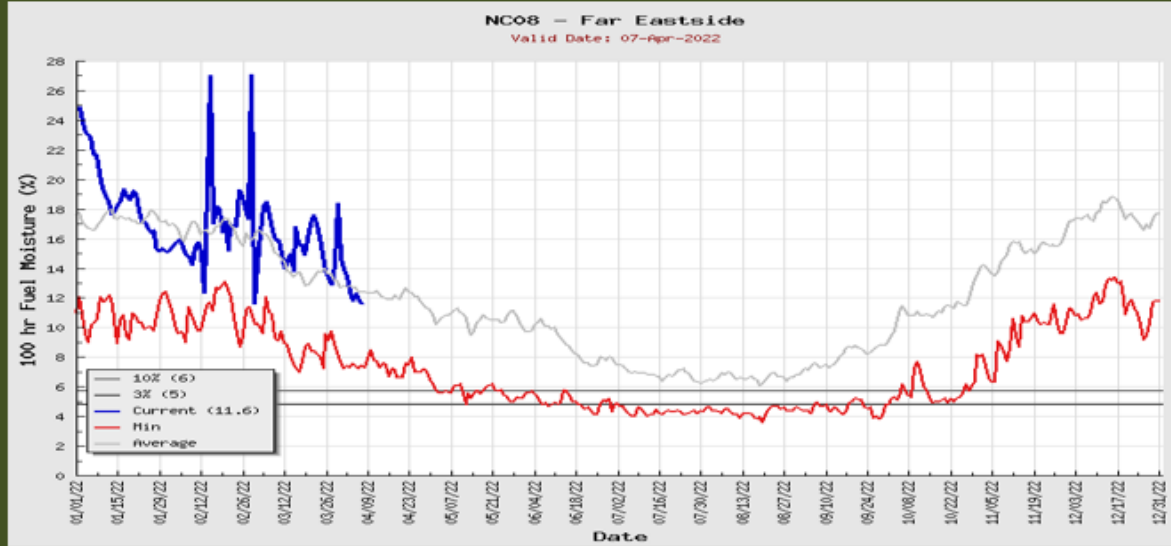
NE California



Northern Sierras



Far Eastside





County of Inyo



Sheriff

TIMED ITEMS - ACTION REQUIRED

MEETING: May 3, 2022

FROM: Tim Bachman

SUBJECT: Dangerous / vicious dog licensing fee resolution

RECOMMENDED ACTION:

Request Board: A) conduct a public hearing to impose heightened fees on the licensure of dogs that have been declared dangerous or vicious pursuant to Cal. Food & Ag. Code section 31601, et seq.; and B) approve Resolution No. 2022-15, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Establishing Fees for the Licensure of Dangerous and Vicious Dogs," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Cal. Food & Ag. Code section 31601, *et seq.*, creates a process for the Animal Control Department of any city or county to petition the Superior Court or an administrative hearing officer for an order that a dog that has engaged in certain action is either dangerous or vicious. Generally, per the statutory definitions, Animal Control will ask that a dog be declared to be dangerous if the dog has, on two or more occasions, attacked another dog or animal. Animal Control will ask that a dog be declared to be vicious if the dog has, on one or more occasion, caused a serious injury to a human. A "serious injury" is defined in the Food & Ag. Code as any injury that necessitates sutures or causes disfigurement.

In conjunction with a dog being declared dangerous or vicious, Animal Control may ask the hearing officer to impose various remedies to keep the community safe. Depending on the severity of the dog's actions and the nature of the attacks leading up to the petition, the requested remedies can include things like requiring the dog to be muzzled whenever the dog leaves the owner's property, requiring that the dog be locked in an enclosed kennel whenever anyone under the age of 18 is in the presence of the dog, requiring that the owners have a fence of a certain height around their yard, an order permitting Animal Control to search the premises where the dog lives at any time, or in extreme cases, euthanasia.

Whenever any remedy short of euthanasia is ordered, this creates a huge amount of work for Animal Control.

Even when the hearing officer's order does not include terms for Animal Control to search the owner's property at any time, Animal Control still has to spend time doing things like ensuring that the dangerous / vicious dog is properly licensed and vaccinated, stopping by the owner's property to check on the state of their fence, and knocking on the owner's door to see how the dog reacts, and checking in with the owner to ensure that the owner hasn't given the dog to someone else. As detailed in Exhibit A of the attached resolution, for dangerous dogs, the monitoring and enforcement actions take approximately 9 hours per year, representing an approximate cost of \$487.26 for the County. For vicious dogs, the monitoring and enforcement actions take approximately 15

hours per year, representing an approximate cost of \$812.10 for the County.

Animal Control believes that the taxpayers of Inyo County should not be asked to bear the cost of their monitoring of dangerous and vicious dogs, particularly in situations where Animal Control has advised the owner to euthanize the dog, but the owner and/or hearing officer has refused. Accordingly, Animal Control requests that your Board impose heightened annual licensing fees for dogs who have been declared dangerous or vicious pursuant to the process set forth in Cal. Food & Ag. Code section 31601, *et seq.*

Because this resolution seeks to impose a fee, it may be adopted only after a hearing noticed in accordance with Government Code section 66016. Notice of this hearing was provided via a posted notice and via publication in the *Inyo Register*.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this resolution. However, this is not recommended because, as explained above, when a dog is found to be dangerous or vicious and the owners choose not to euthanize the dog, that imposes a large administrative burden on Animal Control.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Fees collected are posted to the Animal Control Budget 023900, Licensing Fees Object code 4101.

ATTACHMENTS:

1. Resolution for Dangerous and Vicious Dog License Fees

APPROVALS:

Grace Chuchla	Created/Initiated - 4/18/2022
Grace Chuchla	Approved - 4/27/2022
Darcy Ellis	Approved - 4/27/2022
Grace Chuchla	Approved - 4/27/2022
Tim Bachman	Approved - 4/28/2022
Eric Pritchard	Approved - 4/28/2022
Amy Shepherd	Approved - 4/28/2022
Leslie Chapman	Final Approval - 4/28/2022

RESOLUTION NO. 2022 - _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
ESTABLISHING FEES FOR THE LICENSURE OF
POTENTIALLY DANGEROUS OR VICIOUS DOGS**

WHEREAS, Food & Ag. Code § 31601, *et seq.*, creates a process for the Animal Control Department of any city or county to petition the Superior Court or an administrative hearing officer for an order that a dog that has engaged in certain action is either potentially dangerous or vicious;

WHEREAS, for a dog to be declared “potentially dangerous,” it must have on two occasions, attacked or bitten another dog or animal;

WHEREAS, for a dog to be declared “vicious,” it must have, on one occasion, inflicted a severe injury, which is defined as a wound necessitating sutures or causing disfigurement, on a human;

WHEREAS, Food & Ag. Code permits the hearing officer or judge presiding over the petition to order remedies necessary to keep the community safe. These remedies range from euthanasia in very severe cases to restrictions on the dog’s freedom or movement in less severe cases;

WHEREAS, restrictions on the dog’s freedom or movement often include provisions such as a requirement that the dog never be off leash, that the dog always be muzzled when outside of the owner’s property, that the owner install and consistently maintain a 6 ft. fence around their property, and that Animal Control be permitted to search the owner’s home at any time to determine compliance;

WHEREAS, it is time-consuming and costly for Animal Control to enforce such orders, particularly those that require constant visits to the dog owner’s property;

WHEREAS, Animal Control does not believe that the taxpayers of Inyo County should be forced to bear the cost when an individual elects to keep a dog that has been declared dangerous or vicious in their home;

WHEREAS, pursuant to Inyo County Code section 8.20.020, all dogs residing in Inyo County must be licensed;

WHEREAS, pursuant to Inyo County Code section 8.20.030, the fees for dog licensure may be set by resolution;

WHEREAS, Animal Control wishes to set heightened fees for the licensure of dogs that have been declared dangerous or vicious as a means to recoup the monitoring costs associated with dogs that have been declared dangerous or vicious.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo as follows:

1. That any dog that has been declared “potentially dangerous” pursuant to the procedure set forth in Food & Ag. Code section 31621 shall incur a mandatory annual licensure fee of \$200, due and payable on or before the date that the dog’s annual licensure is set to expire.
2. That any dog that has been declared “vicious” pursuant to the procedure set forth in Food & Ag. Code section 31621 shall incur a mandatory annual licensure fee of \$250, due and payable on or before the date that the dog’s annual licensure is set to expire.
3. That any other generally-applicable fees associated with licensure, such as late fees or administrative fees imposed by a third-party administrator of the licensure system, shall also apply to dangerous or vicious dogs.
4. That the fees set forth in #2 and #3 do not exceed a reasonable estimate of Inyo County’s actual cost associated with monitoring dangerous and vicious dogs and enforcing the restrictions on the movement and freedom of dangerous and vicious dogs, as set forth in more detail in Exhibit A.

PASSED AND ADOPTED this _____ day of April, 2022, by the following vote:

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

DAN TOTEROH, Chairperson
Inyo County Board of Supervisors

ATTEST: Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis, Assistant Clerk of the Board

Exhibit A

Fully benefitted rate for Animal Control Officer II as of April 2022: \$54.14 (Note that this is not the hourly take home pay for an Animal Control Officer, but rather the total cost to the County to employ such a person per hour.)

Time Estimate for Dogs Declared “Potentially Dangerous”

Task	Time Estimate	Total Cost
6 visits per year to the owner’s residence for a check-in, including travel from Big Pine Shelter to owner’s home	1 hour per visit	\$324.84
Review dog licensing database to ensure dog remains properly licensed and vaccinated; follow up with owners who fail to properly license their dog	1 hour per year	\$54.14
Responding to / investigating reports of violations of the hearing officer’s order	2 hours per year	\$108.28
TOTAL:		\$487.26

Time Estimates for Dogs Declared “Vicious”

Task	Time Estimate	Total Cost
8 visits per year to the owner’s residence for a check-in and thorough search of the owner’s property to ensure compliance with all terms of the hearing officer’s order, including travel from Big Pine Shelter to owner’s home; preparing post-visit documentation	1.5 hours per visit	\$649.68
Review dog licensing database to ensure dog remains properly licensed and vaccinated; follow up with owners who fail to properly license their dog	1 hour per year	\$54.14
Responding to / investigating reports of violations of the hearing officer’s order	2 hours per year	\$108.28
TOTAL:		\$812.10

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **636785**
 Receipt Number: **2714570**
 Geographical Code: **1400**
 Copies Mailed Date: **April 8, 2022**
 Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **DAUGHERTY, PAMELA JEAN**
 Name of Business: **ALABAMA HILLS CAFE AND BAKERY**
 Location of Business: **111 W POST ST
 LONE PINE, CA 93546**

County: **INYO**

Is Premises inside city limits? **No** Census Tract: **0008.00**

Mailing Address:(If different from premises address) **PO BOX 277
 LONE PINE, CA 93545**

Type of license(s): **41** Dropping Partner: Yes No

Transferor's license/name: **487946 / ERICKSON, CARRIE LYNN**

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
41 - On-Sale Beer And Wine - Eating P	PER	Y			

<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	PERSON TO PERSON TRF	NA	0	04/08/22	\$350.00
Application Fee	ISSUE TEMPORARY PERMIT	NA	1	04/08/22	\$100.00
Application Fee	STATE FINGERPRINTS	NA	1	04/08/22	\$39.00
Application Fee	FEDERAL FINGERPRINTS	NA	1	04/08/22	\$24.00
41 - On-Sale Beer And Wine - Eat	ANNUAL FEE	NA	0	04/08/22	\$475.00
Total					\$988.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of INYO

Date: April 8, 2022

Applicant Name(s)

DAUGHERTY, PAMELA JEAN