



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AMENDED AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. 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 may do so 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.

Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us

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

REGULAR MEETING July 11, 2023

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

Start Time

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

CLOSED SESSION

- 2) **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1) – Name of case: Sierra Club and OVC v. LADWP et. al. Case No.: S1CVCV01-29768**
- 3) **Conference with Legal Counsel - Anticipated Litigation - Initiation of litigation pursuant to § 54956.9(d)(4): 1 potential case.**
- 4) **Conference with Legal Counsel – Anticipated Litigation – Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) of Government Code §54956.9: 2 potential cases.**

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

ADDENDUM 5A) **Public Employment – Pursuant to Government Code §54957** – Title: HHS Director.

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

- 10 A.M.**
- 6) **Pledge of Allegiance**
 - 7) **Report on Closed Session as Required by Law**
 - 8) **Employee Service Recognition** - The Board of Supervisors will recognize employees who have achieved service milestones during the second quarter of 2023.
 - 9) **Public Comment**
Comments may be time-limited
 - 10) **County Department Reports**

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

- 11) **Board of Supervisors Meeting Minutes**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Approve the minutes from the regular Board of Supervisors meeting of June 27, 2023 and the special Board of Supervisors meeting of June 28, 2023.
- 12) **Letter of Support for Silver Peaks Affordable Housing Project**
County Administrator | Meaghan McCamman

Recommended Action: Approve a letter of support to the California Department of Housing and Community Development (HCD) on behalf of the Silver Peaks Limited Partnership's application to the Multifamily Housing Program.

- 13) **Contract Amendment Between Inyo and Mono Counties for the Provision of Certified Unified Program Agency (CUPA) Services**
Environmental Health | Jerry Oser
- Recommended Action:** Approve the contract amendment between Inyo County and Mono County for the Provision of Certified Unified Program Agency (CUPA) Services.
- 14) **California Medication Assisted Treatment (MAT) Expansion Project Memorandum of Understanding**
Health & Human Services | Marilyn Mann
- Recommended Action:** Ratify and approve the Memorandum of Understanding between the County of Inyo and Health Management Associates, Inc. of Lansing, MI for the provision of medication assisted treatment of opioid addiction in the county's jail and drug court in an amount not to exceed \$85,000 for the period of June 1, 2023 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained.
- 15) **California Public Health Workforce Career Ladder Education and Development Program**
Health & Human Services | Marilyn Mann
- Recommended Action:** Ratify and approve Agreement No. 22-1130 between the County of Inyo and California Department of Public Health for the provision of Public Health Workforce Career Ladder Education and Development in an amount not to exceed \$72,573.00 for the period of February 1, 2022 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the County Administrative Officer to sign.
- 16) **Federal Apportionment Program Federal Exchange and State Match Program Agreement**
Public Works | Michael Errante
- Recommended Action:** Approve the Fiscal Year 2022-2023 Federal Apportionment Program Federal Exchange and State Match Program, Agreement No. 23-5948(106), with the California Department of Transportation in the amount of \$673,353 plus a State match of \$100,000 for a total not-to-exceed amount of \$773,353; and authorize the Chairperson to sign.

REGULAR AGENDA - MORNING

- 10:15 A.M. 17) **Proposed Ordinance Adding Subsections to the Inyo County Code pertaining to Model Water Efficient Landscape Review Fee and Authorizing the County to Charge Fees for Processing Certain Landscaping Applications**
Planning Department | Danielle Visuano
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: Conduct a public hearing on proposed Ordinance 1299 of the Board of Supervisors of the County of Inyo, State of California,

adding sub sections 3.60.020(A)(22) and 3.60.020(A)(23) to the Inyo County code pertaining to the Planning Department service fee and cost schedule, and approve said ordinance.

18) **Contract for Accessory Dwelling Unit and Single-Family Home Plan Designs**

County Administrator | Meaghan McCamman
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: Approve the contract between the County of Inyo and Design Path Studio of Encinitas, CA for the provision of architectural design services in an amount not to exceed \$80,000 for the period of June 6, 2023 through December 31, 2023, contingent upon the adoption of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

19) **County Office of Emergency Services Overview**

County Administrator - Emergency Services | Mikaela Torres
30 minutes (20min. Presentation / 10min. Discussion)

Recommended Action: Receive a presentation from the County Office of Emergency Services.

LUNCH

20) The Board will recess for lunch and reconvene for the afternoon session.

REGULAR AGENDA - AFTERNOON

1 P.M. 21) **Board of Equalization** - The Board of Supervisors will recess and reconvene as the Inyo County Board of Equalization (separate agenda).

ADDITIONAL PUBLIC COMMENT & REPORTS

22) **Public Comment**
Comments may be time-limited

23) **Board Member and Staff Reports**
Receive updates on recent or upcoming meetings and projects



COUNTY OF INYO

PERSONNEL DEPARTMENT

P. O. Box 249, Independence, California 93526

760-878-0377

760-878-0465 (Fax)

MEMORANDUM

To: Department Heads

From: Denelle Carrington, Senior Budget Analyst

Date: July 3, 2023

Re: Employee Service Awards for 2nd Quarter 2023

The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, July 11th at 10:00 am. Please invite your employees to attend the Board of Supervisors meeting (in person) to be recognized.

Name	Hire Date	Years of Service	Department Head
Cynthia Draper	05/31/18	5	Cathreen Richards
Katie Bardonnex	06/16/08	15	Dave Stottlemeyer
Laura Piper	06/24/98	25	Holly Alpert
Zach Nelson	04/02/13	10	Holly Alpert
Jorge Alvarado	04/19/18	5	Jeff Thomson
Lisa Vetter	05/31/18	5	Jeff Thomson
Jody Veenker	05/01/08	15	Marilyn Mann
Paulette Erwin	05/09/13	10	Marilyn Mann
Deanna Briggs	04/05/18	5	Marilyn Mann
Shannon Platt	04/08/93	30	Mike Errante
Gordon Moose	06/16/08	15	Mike Errante
Katy Paterson	05/03/18	5	Mike Errante
Cherish Hegi	06/14/18	5	Mike Errante
Gabriel Mesquitez	04/05/18	5	Nate Reade
Jayme Westervelt	06/14/18	5	Noam Shendar
Carma Roper	05/26/98	25	Stephanie Rennie
Katie Bird	05/01/08	15	Stephanie Rennie
Irving Perez Esquivel	04/05/18	5	Stephanie Rennie
Esteban Vega	04/05/18	5	Stephanie Rennie
Melissaann Nelms	06/14/18	5	Stephanie Rennie
Marilyn Mann	05/18/98	25	Nate Greenberg
Jerry Oser	04/01/03	20	Nate Greenberg



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 11, 2023

Reference ID:
2023-3960

Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of June 27, 2023 and the special Board of Supervisors meeting of June 28, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Draft June 27, 2023 Minutes

2. Draft June 28, 2023 Minutes

APPROVALS:

Hayley Carter
Darcy Ellis

Created/Initiated - 7/5/2023
Final Approval - 7/5/2023

MINUTES



County of Inyo Board of Supervisors

June 27, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:32 a.m., on June 27, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

*Closed Session
Public Comment*

The Chairperson asked for public comment related to Closed Session items and there was nobody wishing to speak.

Closed Session

Chairperson Roeser recessed open session at 8:32 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with Legal Counsel - Anticipated Litigation - Initiation of litigation pursuant to § 54956.9(d)(4): 1 case; No. 3 Public Employee Performance Evaluation – Pursuant to Government Code §54957 – Title: County Administrator; and No. 4 Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6 –**Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

Open Session

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

Pledge of Allegiance

Assessor David Stottlemire led the Pledge of Allegiance.

Report on Closed Session

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

Public Comment

The Chairperson asked for public comment related to items not calendared on the agenda and public comment was given by Lauralyn Hundley and Ken Brown with Western Counties Alliance.

County Department Reports

Auditor-Controller Amy Shepherd followed up on a question presented during public comment regarding fluctuations in geothermal funds and referenced the findings of an audit which identified the cause.

Acting Water Director Holly Alpert updated the Board on Lower Owens River higher-than-normal water flows, noting that solar-powered aerators had been placed in different locations to attempt to ensure fish survival.

Chief Probation Officer Jeff Thomson provided the Board with information about possible legislative changes coming down the pipe that could affect the Juvenile Probation system countywide and statewide.

HHS Director Marilynn Mann gave an update on the EMS provider, Coast2Coast, as well as

legislation to create more resources and support for mental health and expand funding for mental health and substance use disorders.

Undersheriff Juan Martinez provided updates and information on recently hired employees and job openings available at the Sheriff's Office and mentioned that the Custody Division has been utilizing work crews to help fill sandbags and assist at the Animal Shelter.

Public Works Director Mike Errante spoke about excess water flows on Independence Creek which put a foot bridge at the lower campground at risk. Errante said that DWP employees had assisted with redirecting flows and rebuilding the embankment in order to save the bridge.

*Agricultural
Commissioner –
Mammoth Lakes
Mosquito Abatement
District Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the contract between the County of Inyo and Mammoth Lakes Mosquito Abatement District for the provision of mosquito abatement and control activities in an amount not to exceed \$70,000 per year for the period of July 1, 2023 to June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

*Clerk of the Board –
Approval of Minutes*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the minutes from the regular Board of Supervisors meetings of June 13, 2023 and June 20, 2023. Motion carried unanimously.

*CAO-Emergency
Services –
Continuation of Local
Emergency*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to continue the local emergency proclaimed in response to the 2023 storms and projected spring runoff in March 2023. Motion carried unanimously.

*CAO-Information
Services –
Domaine Name
Authorization*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve and authorize the Chairperson to sign a letter requesting responsibility for the domain name www.inyo.gov. Motion carried unanimously.

*CAO-Veteran Services
Office –
Inyo/Mono VSO
Medi-Cal & Subvention
Annual Compliance*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to authorize the Chairperson to sign the California Department of Veterans Affairs Annual Medi-Cal Cost Avoidance Program Certificate of Compliance for Fiscal Year 2023-2024 and the California Department of Veterans Annual Subvention Certificate of Compliance for Fiscal Year 2023-2024. Motion carried unanimously.

*Environmental Health –
Hazardous Material
Program Manager
Senior/Step E
Hiring Approval*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to authorize the hiring of one (1) Hazardous Materials Program Manager Senior, Range 84 (\$7,178 - \$8,725), at the E Step (\$8,725). Motion carried unanimously.

*HHS –
CDPH Immunization
Branch Local
Assistance Grant
Renewal Agreement*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to ratify and approve Agreement 22-11027 between the County of Inyo and California Department of Public Health, Immunization Branch, of Sacramento, CA for the provision of the Immunization Program in an amount not to exceed \$310,219.58 for the period of July 1, 2022 through June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign the Grant Agreement, the CDPH 1229, the Certification Regarding Lobbying, the Contractor Certification Clause, and the California Civil Rights Laws Attachment. Motion carried unanimously.

*HHS –
Stantec Consulting
Services, Inc.*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the sole-source contract between the County of Inyo and Stantec Consulting Services, Inc. for the provision of Epidemiology Services in an amount not to exceed \$290,400 for the period of July 1, 2023 to June 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024

<i>Sole-Source Contract</i>	Budget; and authorize the Chairperson to sign the contract and Business Associate Agreement, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
<i>HHS – Advocates for Human Potential, Inc. Mobile Unit Project Agreement Modification</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the modification between the County of Inyo and Advocates for Human Potential, Inc. of Sudbury, MA, to increase funding by \$300,000 for a total of \$500,000 with the period of performance extended through June 30, 2025, contingent upon the Board’s approval of future budgets, and authorize the HHS Director or Designee to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
<i>HHS – Advocates for Human Potential, Inc. Community Care Expansion Preservation Projects Funding Agreement</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the agreement between the County of Inyo and Advocates for Human Potential, Inc (AHP) of Sudbury, MA for an amount not to exceed \$203,113.00 for the period of July 1, 2023 through January 30, 2027, contingent upon the Board’s approval of future budgets, and authorize Marilyn Mann, HHS Director to sign the agreement, Certification regarding lobbying and the CDSS Confidentially and Information Security requirement and authorize the Assistant Chief Information Officer or Designee to sign the CDSS Confidentially and Information Security requirement. Motion carried unanimously.
<i>HHS-Behavioral Health- Life Generations Healthcare, LLC Agreement Amendment No. 1</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Amendment No. 1 to the agreement between the County of Inyo and Life Generations Healthcare LLC of Lakeside, CA, increasing the contract to an amount not to exceed \$100,000 and extending the term end date from June 30, 2023 to June 30, 2024, contingent upon the Board’s approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
<i>HHS-ESAAA – CDA Contract No. AP-2324-16</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Contract No. AP-2324-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$1,560,586 for the period of July 1, 2023 through June 30, 2024, contingent upon the Board’s adoption of the Fiscal Year 2023-2024 Budget, and authorize the HHS Director to sign the Standard Agreement (STD 213), Information Integrity and Security Statement Certification, Contractor Certification Clause, and the California Civil Rights Laws Certification. Motion carried unanimously.
<i>HHS-ESAAA – Modernizing Older Californians Act Nutrition Services Standard Agreement</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the standard agreement with the California Department of Aging in the amount of \$572,754 for the period beginning July 1, 2023 through March 31, 2029 and authorize the HHS Director to sign the standard agreement, the Information Integrity and Security Statement, the Civil Rights Certification, and the Contract Certification form. Motion carried unanimously.
<i>HHS-ESAAA – Modernizing Older Californians Act Supportive Services Standard Agreement</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to ratify and approve the standard agreement with the California Department of Aging in the amount of \$229,544 for the period beginning January 1, 2023 through March 31, 2026 and authorize the HHS Director to sign the standard agreement, the Information Integrity and Security Statement, the Civil Rights Certification, and the Contract Certification form. Motion carried unanimously.
<i>HHS-Health & Prevention – Dr. Richardson Agreement</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the agreement between the County of Inyo and James A. Richardson, MD for the provision of Health Officer services in an amount not to exceed \$205,000 for the period of July 1, 2023 to June 30, 2024, contingent upon the Board’s approval of future budgets for the Fiscal Year 2023-2024 Budget; and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

HHS- Health & Prevention – Public Health Nurse/Step E Hiring Approval

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to authorize the hiring of one (1) Public Health Nurse, Range 80 (\$6,509 - \$7,918), at the E Step (\$7,918). Motion carried unanimously.

HHS-Social Services – eXemplar Human Services Contract

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to: A) declare eXemplar Human Services of Reno, NV a sole-source provider of customized Social Service reporting tools and services; B) approve the agreement between the County of Inyo and eXemplar Human Services of Reno, NV for the provision of customized Social Service reporting tools and services in an amount not to exceed \$120,000.00 for the period of July 1, 2023 to June 30, 2025, contingent upon the Board's approval of future budgets; and C) and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

Planning Department – Daniel B. Stephens & Associates, Inc. Contract Amendment No. 7

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to ratify and approve Amendment No. 7 to the contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. for the provision of hydrological services to amend all sections relating to the Term of the agreement to be April 25, 2017 to April 25, 2024, contingent upon the adoption of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent on all appropriate signatures being obtained. Motion carried unanimously.

Probation – Tuolumne County MOU Amendment No. 5

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

- A) Approve Amendment No. 5 to the Memorandum of Understanding between the County of Inyo and the County of Tuolumne to extend the Agreement from July 1, 2023 to June 30, 2025 and set the following daily rates:
 - 1. \$175.00 per day from July 1, 2023 through June 30, 2024 per youth placed at the Mother Lode Regional Juvenile Detention Facility with a guarantee of one (1) bed at the Tuolumne Juvenile Hall and \$210.00 per day for every subsequent bed used by Inyo County, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and
 - 2. \$185.00 per day from July 1, 2024 through June 30, 2025 per youth placed at the Mother Lode Regional Juvenile Detention Facility with a guarantee of one (1) bed at the Tuolumne Juvenile Hall and \$225.00 per day for every subsequent bed used by Inyo County, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and
- B) Authorize the Chairperson and Chief Probation Officer to sign.

Motion carried unanimously.

Public Works-Parks & Recreation – Diaz Lake Water System Upgrade Project N.O.C./ Reso #2023-20

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Resolution No. 2023-20 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Diaz Lake Water System Upgrade Project," and authorize the Chairperson to sign. Motion carried unanimously.

Public Works – North Round Valley Bridge Replacement Project N.O.C./ Reso #2023-21

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Resolution No. 2023-21 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the North Round Valley Bridge Over Pine Creek Bridge Replacement Project," and authorize the Chairperson to sign. Motion carried unanimously.

Assessor – Department Presentation

Assessor David Stottlemire and Assistant Assessor Allison Krohn gave a presentation on the functions and duties of the Assessor's office and provided information on various projects.

Recess/Reconvene

Chairperson Roeser recessed open session for a break at 11:56 a.m. and reconvened the meeting in open session at 12:07 p.m. with all Board members present.

*Probation –
Department
Presentation*

Chief Probation Officer Jeff Thomson, Deputy Chief Officer Julie Weier, and Probation Manager Penni Brown presented information on the Adult and Juvenile Probation programs.

Public Comment

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

*Board Member & Staff
Reports*

CAO Nate Greenberg said that preparations are being made, with the help of Senator Marie Alvarado-Gil and Big Pine Fire Chief Damon Carrington, to have a swift water rescue team on hand by Thursday in anticipation of the hot, busy Fourth of July holiday Greenberg also mentioned that he attended the Bishop City meeting where Coast2Coast presented updates on EMS services.

Assistant Clerk to the Board of Supervisors and Public Relations Liaison Ellis announced that LADWP will be opening Klondike Lake on Saturday and is encouraging this safe waterway as a recreation option for the public.

Supervisor Roeser let attendees know that the Board would be reconvening in closed session after Board Member and Staff Reports.

Supervisor Orrill provided an update from California Public Health and Wellness reminding those eligible for Medi-Cal of the redetermination process that is being instituted.

Supervisor Marcellin thanked everyone for his time off with his family and mentioned that he was still able to attend to constituent meetings while he was away.

Supervisor Kingsley said he will be out of the area for the Fourth of July holiday but will return next week to attend a Great Basin Air Pollution Control District meeting.

Closed Session

Chairperson Roeser recessed open session at 1:20 p.m. to convene in closed session with all Board members present to discuss the following item(s): No. 3 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator; and No. 4 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

Open Session

Chairperson Roeser recessed closed session and reconvened the meeting in open session at 3:04 p.m. with all Board members present.

*Report on Closed
Session*

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

Adjournment

The meeting was adjourned at 3:05 p.m. to 9 a.m. Wednesday, June 28, 2023, in the meeting room of Deep Springs College, 250 Deep Springs Ranch Rd., Highway 168, Big Pine, CA.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

DRAFT

MINUTES



County of Inyo Board of Supervisors

June 28, 2023

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 9:22 a.m., on June 28, 2023, in the meeting room of Deep Springs College, 250 Deep Springs Ranch Road, Hwy. 168, Big Pine, CA 93513, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, Matt Kingsley, Scott Marcellin, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, Assistant County Administrators Sue Dishion and Meaghan McCamman, and Assistant Clerk of the Board Darcy Ellis.

- Public Comment*** The Chairperson asked for public comment related to items not calendared on the agenda and public comment was given by D.A. Tom Hardy.
- Board Governance Workshop*** Members of the Board participated in a Board Governance Workshop facilitated by Robert Bendorf of MRG. The workshop focused on organizational effectiveness, in particular the role of a Board member, effective governance, setting of expectations, and priority setting.
- Recess/Reconvene*** The Chairperson recessed the meeting at 12:13 p.m. and reconvened the meeting at 1:04 p.m. with all Board members present.
- Board Governance Workshop (continued)*** Bendorf continued the workshop, which in the afternoon included exercises related to expectations from both staff's and the Board's standpoint.
- Adjournment*** The meeting was adjourned at 2:44 p.m. to 8:30 a.m. Tuesday, July 11, 2023, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

Attest: **NATE GREENBERG**
Clerk of the Board

by: _____
Darcy Ellis, Assistant



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 11, 2023

Reference ID:
2023-3911

Letter of Support for Silver Peaks Affordable Housing Project

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

RECOMMENDED ACTION:

Approve a letter of support to the California Department of Housing and Community Development (HCD) on behalf of the Silver Peaks Limited Partnership's application to the Multifamily Housing Program.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Silver Peaks Limited Partnership, which is currently comprised of the development company Visionary Home Builders and local partner Mammoth Lakes Housing, has applied for funding through the HCD Multifamily Housing Program for the last several years. Each year, the application scores a little higher than the year before, and gets a little closer to successfully being funded. Each year, the Inyo County Board of Supervisors is asked for a letter of support to submit as a part of the application. The Inyo County Board of Supervisors has been supportive of this project and has approved a letter of support annually.

FISCAL IMPACT:

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

To date, Inyo County has not been asked to directly contribute financially to this project, which is within the City of Bishop and will benefit the City's Regional Housing Needs Allocation (RHNA) compliance. However, Inyo County Health and Human Services has been willing to participate as Lead Service Provider (LSP) for this project, which is a required element of receiving funding for affordable housing through HCD.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve a new letter of support for the Silver Peaks Partnership application for funding from the Multifamily Housing Program. If the Board does not approve this new letter, staff could submit a copy of last year's letter of support, which is substantially the same. However, the Developer and lead agency in the Silver Peaks Limited Partnership has recommended that a current date on the letter of support could be more compelling to HCD in their funding decision.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Visionary Home Builders; Mammoth Lakes Housing; City of Bishop; Inyo County Health and Human Services

ATTACHMENTS:

1. BOS Support for Silver Peaks Project

APPROVALS:

Meaghan McCamman
Darcy Ellis
Nate Greenberg

Created/Initiated - 6/26/2023
Approved - 6/26/2023
Final Approval - 7/5/2023



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



July 11, 2023

California Housing & Community Development
2020 West El Camino Avenue
Sacramento, CA 95833

RE: Support for Permanent Affordable Housing Development in Bishop, CA
PROJECT: Silver Peaks, 935 Spruce Street, Bishop, CA 93514

On behalf of the Inyo County Board of Supervisors, I write today in support of Silver Peaks Limited Partnership's development of a 72-unit affordable housing project in Bishop, CA. This project will add desperately needed permanent, affordable housing to our community.

As of today, there are only 31 affordable units in the City of Bishop, and 19 of those are at risk of conversion to market rate. Adding an additional 72 units of affordable housing will alleviate housing market pressure, provide an alternative to chronic homelessness, and facilitate access to supportive services. The Silver Peaks development is located in Inyo County's most populous town – within walking-distance to jobs, shopping, transit, and county services.

This is an ideal project for our community, and we hope just the first of many projects that we can build in our region. Area governments have been working diligently to secure the land for this project for more than a decade, and are excited to bring this critical resources to our community at last.

We believe that affordable, safe housing is the key to addressing significant social determinants of health and will have a positive impact on client health and wellness. We strongly support Silver Peaks Limited Partnership's grant application and highly encourage a favorable decision.

Sincerely,

Jen Roeser
Chair, Inyo County Board of Supervisors



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 11, 2023

Reference ID:
2023-3889

Contract Amendment Between Inyo and Mono Counties for the Provision of Certified Unified Program Agency (CUPA) Services Environmental Health ACTION REQUIRED

ITEM SUBMITTED BY

Jerry Oser, Environmental Health Director

ITEM PRESENTED BY

Jerry Oser, Environmental Health Director

RECOMMENDED ACTION:

Approve the contract amendment between Inyo County and Mono County for the Provision of Certified Unified Program Agency (CUPA) Services.

BACKGROUND / SUMMARY / JUSTIFICATION:

This is an existing contract, with an intent to extend for another three years. History has shown that finding and retaining good hazardous materials professionals is challenging in our region. The Inyo/Mono shared CUPA has worked well and continues to cover the regulatory needs of both Counties.

FISCAL IMPACT:

Funding Source	The position is funded through permit fees, a CalEPA rural reimbursement grant, and Mono contract fees.	Budget Unit	045400
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may opt not to approve the contract amendment, the contract will not continue, and Inyo will no longer provide CUPA services to Mono County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Mono County Environmental Health.

ATTACHMENTS:

1. CUPA Services Contract
2. CUPA Services Contract Amendment 1

APPROVALS:

Jerry Oser	Created/Initiated - 7/3/2023
Darcy Ellis	Approved - 7/3/2023
John Vallejo	Approved - 7/3/2023
Amy Shepherd	Approved - 7/5/2023
Nate Greenberg	Final Approval - 7/5/2023

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of July 2020 an order was duly made and entered as follows:

Environmental Health – Mono County CUPA Contract

Moved by Supervisor Totheroh and seconded by Supervisor Pucci to ratify and approve the contract between the County of Inyo (contractor) and the County of Mono (contractee) allowing the contractor to provide personnel services required by Mono County to operate their CUPA program for the period of July 1, 2020 through June 30, 2023, at the rate of \$88/hour, not to exceed \$100,000 in any Fiscal Year, and authorize the Chairperson to sign. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO: Other: <i>Environmental Health</i> DATE: July 7, 2020

WITNESS my hand and the seal of said Board this 7th
Day of JULY, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

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

By: _____

#23



County of Inyo



Environmental Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 7, 2020

FROM: Walt Kruse

SUBJECT: Agreement with Mono County to provide Environmental Health Certified Unified Program Agency (CUPA) services.

RECOMMENDED ACTION:

Request Board ratify and approve the contract between the County of Inyo (contractor) and the County of Mono (contractee) allowing the contractor to provide personnel services required by Mono County to operate their CUPA program for the period of July 1, 2020 through June 30, 2023, at the rate of \$88/hour, not to exceed \$100,000 in any Fiscal Year, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The Inyo County Department of Environmental Health Services has operated the CUPA (hazard materials) program since 2002. The Inyo County Department of Environmental Health and Mono County Environmental Health provide CUPA program regulatory services in their counties to protect the public from hazards associated with hazardous materials in designated facilities. Neither program has sufficient service need for a full-time position; therefore the two Departments have agreed to share one qualified person to fulfill these regulatory duties. The previous Agreement was for the time period of May 1, 2016 through June 30, 2019. Approval of this Agreement will allow the share of the CUPA manager with Mono County on an approximately 60/40 split.

The Agreement specifies that Mono County will reimburse Inyo County for the work performed at the rate set forth in the Inyo County Schedule of Fees, including travel time, and that Inyo County will provide written notice to Mono County of any change to the Schedule of Fees pertaining to the agreed upon services

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

To not enter into the Agreement would reduce the Department revenue for Fiscal Year 2020-2021 and result in a significant department expense increase.

OTHER AGENCY INVOLVEMENT:

Mono County

FINANCING:

Approval of this request would result in approximately forty percent reduction in one employee's salary and benefit costs, and any other costs associated with the employee per year. It appears that approval could generate over \$56,000.00 in Fiscal Year 2020-2021 revenue.

ATTACHMENTS:

1. Inyo County Environmental Health - Mono County Contract

APPROVALS:

Denelle Carrington	Created/Initiated - 6/24/2020
Darcy Ellis	Approved - 6/24/2020
Denelle Carrington	Approved - 6/24/2020
Monica Tinlin	Approved - 6/24/2020
Marshall Rudolph	Approved - 6/24/2020
Amy Shepherd	Approved - 6/24/2020
Denelle Carrington	Final Approval - 6/25/2020

**AGREEMENT BETWEEN COUNTY OF MONO
AND COUNTY OF INYO
FOR THE PROVISION OF HAZARDOUS MATERIALS PROGRAM MANAGEMENT
SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the hazardous materials program management services of County , of Inyo (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1: General Conditions (Construction)**
- Exhibit 2: Prevailing Wages**
- Exhibit 3: Bond Requirements**
- Exhibit 4: Invoicing, Payment, and Retention**
- Exhibit 5: Trenching Requirements**
- Exhibit 6: FHWA Requirements**
- Exhibit 7: CDBG Requirements**
- Exhibit 8: HIPAA Business Associate Agreement**
- Exhibit 9: Other _____**

2. TERM

The term of this Agreement shall be from July 1, 2019, to June 30, 2023, unless sooner terminated as provided below.

3. CONSIDERATION

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

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$300,000, not to exceed \$100,000 in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a quarterly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding quarter through and including the last day of the preceding quarter. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the dates on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual

payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

County shall provide such office and file storage space and telephone service as is necessary for Contractor to provide the services in Attachment A to this Agreement.

7. COUNTY PROPERTY

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual

presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by County's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective

date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Contractor's insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

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

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

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

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

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

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

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the

Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

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

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 14 shall not apply.

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 23.

18. CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of County.

19. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

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

22. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

23. AMENDMENT

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

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

County of Mono:
Director of Environmental Health, County of Mono
1290 Tavern Road
PO Box 3329
Mammoth Lakes, CA 93546
Lmolina@mono.ca.gov

Contractor:

Director of Environmental Health, Inyo County
168 N. Edwards Street
PO Box 427
Independence, CA 93526
wkruse@inyocounty.us

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

26. ENTIRE AGREEMENT

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 7th DAY OF July, 2020.

COUNTY OF MONO

By: *Amy Carlen*

Dated: Aug 13, 2020

COUNTY OF INYO

By: *[Signature]*

Dated: 07/07/20

APPROVED AS TO FORM:

[Signature]
Stacey Simon (Aug 10, 2020 10:43 PDT)
Mono County Counsel

APPROVED AS TO FORM:

[Signature]
Inyo County Counsel

APPROVED BY RISK MANAGEMENT:

Jacob Sloane
Jacob Sloane (Aug 10, 2020 14:09 PDT)
Mono Risk Manager

APPROVED BY RISK MANAGEMENT:

Carson Holmberg
Inyo Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND COUNTY OF INYO
FOR THE PROVISION OF HAZARDOUS MATERIAL MANAGEMENT SERVICES**

TERM:

FROM: July 1, 2019 TO: June 30, 2023

SCOPE OF WORK:

A. When performing the following services for and on behalf of Mono County, Employee will receive assignments from, and report directly to, the Mono County Director of Environmental Health acting through the Inyo County Environmental Health Director.

- Conduct inspections of all regulated hazardous materials facilities;
- Manage and maintain the CERS software program, including keeping all CERS facility information up to date, and the review and approval of all business plan submittals;
- Prepare all budgetary requirements of the CUPA programs;
- Oversee the CUPA permitting and invoicing obligations;
- Maintenance and submittal of all required reports to CalEPA;
- Development and implementation of CUPA enforcement program;
- Investigation of and creation and implementation of appropriate response to hazmat incidents and complaints;
- Coordinate with consultants and other agencies on clean-up proposals and environmental site assessments;
- Maintenance and cleanup of paper files (CUPA);
- Any other associated tasks that may arise and are deemed appropriate and necessary by Mono's Environmental Health Director for the implementation of CUPA requirements.

For the planning purposes of both Mono and Inyo Counties, it is assumed that Mono County will require Inyo County's services for approximately twenty (20) hours per week; or, half of the working hours of Inyo County's staff assigned to perform the work in the Agreement (the "Employee").

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

The services provided by Inyo County to Mono County under this Agreement shall be

provided in a manner consistent with reaching Mono County's objectives of providing Certified Unified Program Agency (CUPA) services in and for Mono County and shall include taking regulatory action on outside entities and individuals within Mono County's jurisdiction on behalf of Mono County.

Office space and office supply needs for work performed for Mono County in accordance with Exhibit A will be furnished by Mono County.

Contractor will utilize a Mono County vehicle for work performed for Mono County in accordance with this Scope of Work.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND COUNTY OF INYO
FOR THE PROVISION OF HAZARDOUS MATERIALS MANAGEMENT SERVICES**

TERM:

FROM: July 1, 2019 TO: June 30, 2023

SCHEDULE OF FEES:

The total sum of all payments made by Mono to Inyo for services and work performed under this Agreement shall not exceed three-hundred thousand dollars (\$300,000), or one-hundred thousand dollars (\$100,000) in any fiscal year during which this Agreement is operative.

Mono County shall reimburse Inyo for the work performed by Inyo County's employee(s) assigned to fulfill the Scope of Work under this Agreement at the rate set forth in the Inyo County Schedule of Fees, which rate is currently set at eighty-eight dollars per hour (\$88.00 per hour) (Hourly Rate), including travel time. Inyo shall provide written notice to Mono County of any change in Hourly Rate set forth in the Inyo County Schedule of Fees.

Expenses for approved travel outside Mono County, and in accordance with the Mono County travel policy, to attend training or conferences associated with the Mono County CUPA program will be paid directly by Mono County.

Mono County shall reimburse Inyo County for all expenses for materials at Inyo's actual costs.

The Hourly Rate is understood to cover all salary and benefit costs of the employee(s) assigned to fulfill the Scope of Work under this Agreement, as well as Inyo County's costs for any management, technical and administrative personnel and any overhead costs.

See Attachment B1, incorporated herein by this reference (optional).

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND THE COUNTY OF MONO
FOR THE PROVISION OF CERTIFIED UNIFIED PROGRAM AGENCY (CUPA) SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "Contractor") and the County of Mono (hereinafter referred to as "County"), have entered into an Agreement for the Provision of CUPA Services dated July 7, 2020, for the term from July 1, 2019 to June 30, 2023.

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

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

County and Contractor hereby amend such Agreement as follows:

Paragraph 2. TERM, shall be amended in its entirety as follows:

"The term of this Agreement shall be from July 1, 2019, to June 30, 2026, unless sooner terminated as provided below. The term shall apply to the contract and the attachments."

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 11th DAY OF JULY, 2023.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 11, 2023

Reference ID:
2023-3848

California Medication Assisted Treatment (MAT) Expansion Project Memorandum of Understanding Health & Human Services ACTION REQUIRED

ITEM SUBMITTED BY

Stephanie Tanksley, Deputy Director - Public Health & Prevention
Marilyn Mann, HHS Director

ITEM PRESENTED BY

RECOMMENDED ACTION:

Ratify and approve the Memorandum of Understanding between the County of Inyo and Health Management Associates, Inc. of Lansing, MI for the provision of medication assisted treatment of opioid addiction in the county's jail and drug court in an amount not to exceed \$85,000 for the period of June 1, 2023 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

Under the DHCS Agreement, Health Management Associates will distribute the grant funding from the State Opioid Funding Program to Inyo County, for the purpose of implementing specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the county's jail(s) and drug court(s). The objective of this MOU is to improve coordination among county agencies and providers who serve justice-involved county residents and to develop bridges to further build system capacity to ensure access to effective treatment and recovery support.

FISCAL IMPACT:

Funding Source	Grant funded	Budget Unit	045100
Budgeted?	Yes	Object Code	4998
Recurrence	Ongoing Expenditures		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this item, resulting in decreased access to medication assisted treatment for incarcerated persons in Inyo County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. MAT Expansion Project Memorandum of Understanding

APPROVALS:

Stephanie Tanksley	Created/Initiated - 6/7/2023
Darcy Ellis	Approved - 6/8/2023
Stephanie Tanksley	Approved - 6/8/2023
Melissa Best-Baker	Approved - 6/13/2023
Anna Scott	Approved - 6/13/2023
John Vallejo	Approved - 6/13/2023
Amy Shepherd	Approved - 6/14/2023
Marilyn Mann	Final Approval - 6/14/2023

California Medication Assisted Treatment (MAT) Expansion Project

Memorandum of Understanding

MOU Number: 2023-014

Contract Title: State Opioid Funding Program: MAT in Jails and Drug Courts Implementation Grant
MAT in Jails and Drug Courts is funded by DHCS through CA FY 2022/23 budget, which included an allocation of State General Funds for the ongoing support to the Medication Assisted Treatment (MAT) Expansion Project

THIS AGREEMENT (the “**Agreement**”), shall be effective this June 1, 2023 through June 30, 2025 (the “**Term**”).

BY AND BETWEEN Inyo County Health and Human Services (the “**Applicant Agency**”) and Health Management Associates, Inc. (the “**Sub-Recipient**” and, together with Applicant Agency, the “**Parties**” and each a “**Party**”), created under laws governing the State of California, Department of Health Care Services (“**DHCS**”).

WHEREAS, the Sub-Recipient is the subrecipient of the State Opioid Funding Program awarded by DHCS (the “State Opioid Funding Program: MAT in Jails and Drug Courts Implementation Grant”) pursuant to an agreement between Sierra Health Foundation and the Sub-Recipient (the “DHCS Agreement”);

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute grants of varying amounts from the State Opioid Funding Program to each participating California county, for the purpose of implementing specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the county’s jail(s) and drug court(s) (the “**Distribution Purpose**”).

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **GRANT AMOUNT AND INTENT:** Applicant Agency has opportunity to receive up to \$85,000.00 from the Sub-Recipient under the State Opioid Funding Program and DHCS Agreement to achieve the following objectives:
 - Decrease the potential for overdose by offering injectable Sublocade® when inmates leave Inyo County Jail.
 - Increase inmate, jail staff, and community knowledge of SUD and MAT programs in order to decrease stigma.
 - Remove transportation barriers for clients to attend local SUD and MAT services in Inyo County.
 - Support the MAT Jail Implementation Grant by funding a physician qualified to prescribe MAT medications.

Specific grant activities will be:

- Provide injectable Sublocade® for jail MAT clients being released from Inyo County Jail. Providing injectable Sublocade® will provide the client more flexibility and time when scheduling a follow-up appointment with a community MAT provider. Training would also be provided for nursing staff who need education on providing Sublocade® safely to patients.
- Educate inmates, correctional staff, and the public on SUD and MAT treatment in Inyo County. The team will be obtaining and distributing naloxone and other outreach items to promote safety and promoting local SUD and MAT programs.
- Provide bus passes and gas cards to create easier access to SUD and MAT treatment in Inyo County for clients in the community and clients being released from Inyo County Jail.

- Fund positions for persons working on jail MAT activities such as a physician qualified to prescribe MAT medications, SUD counselors, and other supporting positions.

2. **APPLICANT AGENCY OBLIGATIONS:** To be eligible to receive the funds specified in Section 1, the Applicant Agency must comply with the requirements of this Agreement, including any participation requirements contained in *Exhibit A: MAT in Jails and Drug Courts Learning Collaborative: Jail MAT Implementation Grant Application* and any applicable federal, state, and local laws. Applicant Agency is expected to spend any funds received under this Agreement by June 30, 2025. Applicant Agency must submit the following, as specified in Exhibit A: (a) monthly jail MAT statistics submitted quarterly; (b) an Interim Financial Report; and (c) a Final Project Report and Financial Report within 30 days following the project end date. The Sub-Recipient will provide the Applicant Agency with a template Interim Project Status Report.

The Applicant Agency identifies the following entity information and representatives:

Entity's Legal Name	Inyo County Health and Human Services
Doing Business As (if applicable)	N/A
Street Address	1360 N. Main Street
City, State, Zip	Bishop, CA 93514
Mailing Address, if different	N/A

Primary Grant Director	Authorized Signatory	Contract Representative
<i>Individual leading implementation of the grant</i>	<i>Individual authorized to sign on behalf of applicant agency</i>	<i>Individual responsible for agreement processing and negotiation</i>
Melissa Ruiz	Marilyn Mann	Melissa Best-Baker
Reentry Coordinator	Inyo County HHS Director	Deputy Director of Fiscal Oversight and Special Operations
mruiz@inyocounty.us	hhsadmin@inyocounty.us	mbestbaker@inyocounty.us
760-878-8374	760-873-3305	760-878-0232

3. **DISTRIBUTION OF FUNDS:** The Sub-Recipient will distribute 50% of the full grant amount (\$42,500.00) to the Applicant Agency following execution of this Agreement and upon receipt of funds distributed from the DHCS Agreement. The second half of the grant will be paid by October 31, 2023, contingent upon adherence with quarterly data submissions. If the Sub-Recipient, in its sole discretion, determines that the Applicant Agency has not fulfilled the requirements of this Agreement, then Sub-Recipient shall withhold the second distribution of funds to the Applicant Agency.
4. **REPAYMENT OF FUNDS:** In the event the Applicant Agency spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise in violation of this Agreement, the Applicant Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.
5. **RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF APPLICANT AGENCY RECORDS:** The Applicant Agency shall keep such records as necessary to demonstrate compliance with this

Agreement. The Applicant Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. If applicable, the Applicant Agency will complete and submit such documentation requested by the Sub-Recipient to assure compliance with any applicable audit requirements. The Applicant Agency agrees to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Applicant Agency agrees to make such records available for review to the Sub-Recipient, DHCS, or any of their respective authorized representatives.

6. NOTICE: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 120 North Washington Square, Suite 705, Lansing, MI 48933; or (b) the Applicant Agency at 1360 N. Main Street, Bishop, CA 93514. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.
7. LIABILITY. Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The Applicant Agency shall promptly notify the Sub-Recipient of any claim against the Applicant Agency that relates to the Applicant Agency's performance under this Agreement.
8. DEBARMENT AND SUSPENSION. The Applicant Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that its principles and key personnel:
 - a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
 - b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
 - ii. Violation of a Federal or State antitrust statute;
 - iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - iv. False statements or receipt stolen property.
 - c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
 - d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.
9. ENTIRE AGREEMENT: This Agreement, together with any other documents incorporated by reference, including Exhibit A, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous

understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

- 10. AMENDMENT: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.
- 11. GOVERNING LAW: This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.
- 12. SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 13. EXECUTION IN COUNTERPART: This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

14. GRANT ADMINISTRATION

Is the Applicant Agency a public institution? Yes X No _____
Applicant Agency must submit a completed IRS Form W-9 with the signed agreement.

Funds may be paid via electronic fund transfer or paper check. Applicant agency must state preference and submit the associated information.

_____ Electronic fund transfer Submit ACH banking information with the signed agreement

 X Paper check Name of Payee Inyo County Health and Human Services
Mailing Address PO Drawer H, Independence, CA 93526

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this MOU Agreement 2023-014 to be executed by its duly authorized representative on the day and year written below:

APPLICANT AGENCY:

Inyo County Health and Human Services

By: _____
(SIGNATURE)

Name: Marilyn Mann

Title: Inyo County HHS Director

Date: _____

SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: _____
(SIGNATURE)

Name: _____

Title: _____

Date: _____



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 11, 2023

Reference ID:
2023-3868

California Public Health Workforce Career Ladder Education and Development Program

Health & Human Services

ACTION REQUIRED

ITEM SUBMITTED BY

Stephanie Tanksley, Deputy Director - Public Health
& Prevention

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

Ratify and approve Agreement No. 22-1130 between the County of Inyo and California Department of Public Health for the provision of Public Health Workforce Career Ladder Education and Development in an amount not to exceed \$72,573.00 for the period of February 1, 2022 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the County Administrative Officer to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This funding will support our local public health workforce's eligible educational pursuits at a regionally accredited institution in public health, for nurses and other disciplines, including payment of licensure costs, examination fees, educational programs including certification and degree programs in public health, or related fields such as social services or behavioral health, and wellness and trauma informed training.

FISCAL IMPACT:

Funding Source	Grant Funded (California Department of Public Health)	Budget Unit	045100
Budgeted?	Yes	Object Code	4498
Recurrence	One-Time Revenue		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this funding, resulting in the loss of funding to support local retention of our public health work force.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Memorandum of Understanding

APPROVALS:

Stephanie Tanksley	Created/Initiated - 6/16/2023
Darcy Ellis	Approved - 6/16/2023
Melissa Best-Baker	Approved - 6/16/2023
Anna Scott	Approved - 6/21/2023
Marilyn Mann	Approved - 6/21/2023
Keri Oney	Approved - 7/3/2023
John Vallejo	Approved - 7/3/2023
Amy Shepherd	Approved - 7/5/2023
Nate Greenberg	Final Approval - 7/5/2023

**California Public Health Workforce Career Ladder Education and Development
Program**

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

**Inyo County Health & Human Services- Public Health and Prevention Division,
hereinafter “Grantee”**

**Implementing the “California Public Health Workforce Career Ladder
Education and Development Program,” hereinafter “Project”**

GRANT AGREEMENT NUMBER 22-11300

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

AUTHORITY: The Department has authority to grant funds for the Projects from 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022).

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide

Grantee shall provide CDPH with an annual report of how Grant funds were ultimately spent. The report shall be due no later than 30 days after the end of each Calendar Year (December 31). CDPH reserves to right to postpone or withhold payment for each additional Grant year funding pending receipt and/or review of the annual report

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$72,573.00 (Seventy-Two Thousand Five Hundred Seventy-Three Dollars and Zero Cents)

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on February 1st, 2022 and terminates on June 30th, 2026]. No funds may be requested or invoiced for services performed or costs incurred after June 30th, 2026].

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

California Department of Public Health	Grantee: Inyo County Health & Human Services- Public Health and Prevention Division
---	--

Name: Kristen Guerrero	Name: Stephanie Tanksley
Address: 1615 Capitol Ave.	Address: 1360 N Main Street, Suite 213
City, ZIP: Sacramento, CA	City, ZIP: Bishop, CA 93514
Phone: 916-719-5784	Phone: 760-873-7359
E-mail: Kristen.guerrero@cdph.ca.gov	E-mail: stanksley@inyocounty.us AND phadmin@inyocounty.us

Direct all inquiries to the following representatives:

California Department of Public Health	Grantee: Inyo County Health & Human Services- Public Health and Prevention Division
Attention: Kristen Guerrero	Attention: Stephanie Tanksley
Address 1615 Capitol Ave.	Address: 1360 N Main Street, Suite 213
City, Zip Sacramento, CA	City, Zip: Bishop, CA 93514
Phone 916-719-5784	Phone: 760-873-7359
E-mail Kristen.guerrero@cdph.ca.gov	E-mail: stanksley@inyocounty.us AND phadmin@inyocounty.us

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

Remittance Address
Grantee: Inyo County Health & Human Services- Public Health and Prevention Division
Attention “Cashier”: Inyo County Health & Human Services
Address: P.O. Drawer H
City, Zip: Independence, CA 93526
Phone: 760-878-0237
E-mail: inyohhsfiscal@inyocounty.us

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

Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A GRANT APPLICATION

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATION (RFA)

Exhibit E ADDITIONAL PROVISIONS

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

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

Executed By:

Date: _____
Nate Greenberg, County Administrative Officer
1360 N/ Main Street Bishop, CA 93514

Date: _____
Tim Bow, Procurement Officer
California Department of Public Health
1615 Capitol Avenue,
Sacramento, CA 95899-7377



California Department of Public Health

MEMORANDUM

DATE: May 1, 2023

TO: Inyo County Health & Human Services

FROM: California Department of Public Health

SUBJECT: Notice of Award California Public Health Workforce Career Ladder and Education (PH-Career Ladder) Program

In December 2022, the California Department of Public Health (CDPH) released the Career Ladder Funding Application in accordance with funding appropriated in the 2022 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder).

The purpose of this memo serves as a notice of award granted to Inyo County Health & Human Services - Public Health and Prevention Division, for the applicant's PH-Career Ladder Program Projects #1, for the total amount of \$72,573.

Summary of Awarded Project(s):

Project #1

Reimbursement of Educational Costs for Eligible Employees, Priority #1.

Scope of Work:

Tuition Reimbursement- Reimburse up to 4 employees that are enrolled in regionally accredited institutions in the public health field.

Awarded Funds:

FY 22/23: \$35,000

FY 23/24: \$30,975

Project #1

Reimbursement of Educational Costs for Eligible Employees, Priority #1.

Scope of Work:

Reimbursement of Continuing Education Units- Reimburse for continuing education units required to maintain an individual's license or certification.

Awarded Funds:

FY 22/23: \$2,500

FY 23/24: \$2,213

Project #1

Reimbursement of Educational Costs for Eligible Employees, Priority #1.

Scope of Work:

Reimburse licensure costs for eligible staff- payment of licensure costs, examination fees.

Awarded Funds:

FY 22/23: \$1,000

FY 23/24: \$885

Funding Schedule:

Funding can be requested via invoice to CDPH's Project Representative at the beginning of each Fiscal Year (FY), according to the payment schedule below:

FY 22/23	\$38,500
FY 23/24	\$34,073
FY 24/25	\$0
FY 25/26	\$0
TOTAL	\$72,573

Funding Terms

The grant's funding period will be February 1, 2023 through June, 30, 2026. The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.

Reporting and Evaluation Requirements

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH requires awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHJs will be required to report:

- The number of individuals participating in eligible educational pursuits.
- Summary of types of credentials and skills attained through the program.
- Number of employees hired to provide coverage for employees attaining educational opportunities.

Local Health Jurisdiction's Project Representative:

Grantee: Inyo County Health & Human Services - Public Health and Prevention Division

Name: Stephanie Tanksley

Address: 1360 N Main Street, Suite 213

City, ZIP: Bishop, CA 93514

Phone: 760-873-7359

E-mail: stanksley@inyocounty.us and phadmin@inyocounty.us

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon execution of the Grant and at the beginning of each State Fiscal Year (FY) (July 1), Grantee may submit a single invoice for each FY consistent with the table below for a total amount not to exceed the total amount specified on the CDPH 1229 Grant Agreement.

Grant Fiscal Year	Amount
2022/2023*	\$38,500.00
2023/2024	\$34,073.00
2024/2025	
2025/2026	
Total	\$72,573.00

*The first year of funding is available for encumbrance or expenditure until June 30, 2025, to provide time to ramp up the program.

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

Kristen Guerrero
California Department of Public Health
Directors Office
1615 Capitol Ave.
Sacramento, CA 95814
Kristen.guerrero@cdph.ca.gov

- C. Invoices shall:

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

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

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the

Exhibit B
Budget Detail and Payment Provisions

program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

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

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

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

EXHIBIT C

STANDARD GRANT CONDITIONS

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

the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any

disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

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

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

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

19. STATE-FUNDED RESEARCH GRANTS:

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

manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

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



TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

LHJ-L 22-01

Date: December 1, 2022
To: California Local Health Jurisdictions (LHJs)
From: California Department of Public Health
Re: California Public Health Workforce Career Ladder Education and Development Program Application Guidance and Templates

I. Overview

This Local Health Jurisdiction Letter (LHJ-L) provides Local Health Jurisdictions (LHJs) with an overview of funding appropriated in the 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder) and the process for applying for these funds.

Career Ladder Education and Development Program applications must be submitted to CDPH Director's Office (DO) by **January 31, 2023** via email to Susan.Fanelli@cdph.ca.gov with a cc to Kristen.Guerrero@cdph.ca.gov.

The Director's Office, in collaboration with the County Health Executives Association of California (CHEAC), California Conference of Local Health Officers/Health Officers Association of California (CCLHO/HOAC) and Service Employees International Union California (SEIU), will review all applications submitted by LHJs and determine funding awardees and amounts.

Of the \$75.6 million Public Health Equity and Readiness Opportunity (HERO) Initiative investments, \$12.8 million (\$3.2 million per year, over four years) has been allocated for California Public Health Workforce Career Ladder Education Development Program to support state and local workforce retention.

This application opportunity will cover the entire four years of the PH-Career Ladder Program, covering fiscal years 2022-23 to 2025-26. The first year of funding is available for encumbrance or expenditure until June 30, 2025, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.



CDPH intends to provide 70 percent – \$8.9m (\$2.24 million per year) – to LHJs. CDPH will use the remaining 30 percent – \$3.9m (\$1.3 million per year) to support the CDPH workforce. Local Health Jurisdictions may apply to CDPH for grants to support education and training opportunities for incumbent employees within the governmental public health workforce. The purpose of these funds is to support worker upskilling to improve retention of the public health workforce and help incumbent workers develop their skills to meet future public health demands.

II. Eligible uses of funding

Eligible uses of funding shall include any of the following so long as it supports the public health workforce in a local health department:

- Providing stipends to eligible employees to offset the loss of compensation for up to 12 hours per work week for eligible educational pursuits. Stipends shall be up to \$600 per week per eligible employee for up to 12 weeks per year. An individual can receive stipend payments each year of the program, for a total of 48 weeks. As such, funding in Year 1 will be limited to the included stipend amount and timeline.
- Hiring additional employees to support the goals of the program, such as covering employees while they participate in eligible educational pursuits.
- Reimbursing eligible employees for educational costs such as tuition, registration fees, or other related educational expenses when participating in eligible educational pursuits.
 - Allowable costs include but are not limited to continuing education for nurses and other disciplines, payment of licensure costs, examination fees, educational programs including certification and degree programs in public health, environmental health, or related fields such as social services or behavioral health, and wellness and trauma informed training.
 - Note: Loan repayments **are not** an eligible use of this funding.

Definitions

“Eligible employee” means a full or part-time employee within a local health department or the State Department of Public Health who has been employed by that entity for a minimum of one year. Staff hired during the first year of the PH-Career Ladder program (FY 2022-23) may be eligible to participate in subsequent years of the program.

“Eligible educational pursuits” includes any of the following:

(A) Educational programs at regionally accredited institutions in the public health field, such as nursing, microbiology, public health, public administration, epidemiology, lab science, and community health;

(B) Industry-recognized training programs related to the public health field;

(C) Continuing education units required to maintain an individual's license or certification; or

(D) Earn and learn programs, as defined in subdivision (q) of Section 14005 of the Unemployment Insurance Code, in the public health field. Eligible educational pursuits can be completed in person, online, or through hybrid training opportunities.

III. Local Health Jurisdiction Application Process

LHJs should provide a letter of interest to CDPH that will serve as the application, indicating how the jurisdiction will use the funds consistent with the purposes outlined above and a budget for the full 4-year term of funds (broken out by year). LHJs should follow the sample Letter of Intent (Attachment A). In addition, for each proposed project the LHJ must complete the Project Template (Attachment B).

LHJs may apply individually, as a region, or as a multi-LHJ applicant. LHJs choosing to apply as a regional or multi-LHJ applicant may also apply separately as long as there is no overlap in proposed activities. LHJs are also strongly encouraged to partner with respective labor organizations to promote the best use of these funds in supporting your workforce. CDPH cannot provide direct reimbursement to individuals employed by LHJs.

Submissions must include the following:

- Number of employees that will be served each year (this may include multi-year educational pursuits for an employee or different employees served in each year of the program).
- The proposed use of the funds, including itemized costs for each activity.
- The total amount requested.
- The total number of staff that will be included in each proposed activity.
- Description of how the various funding considerations listed below will be addressed by your planned activities.

Funding awards will be determined by CDPH in collaboration with CHEAC, CCLHO/HOAC, and SEIU California. When applying, LHJs should include a list of activities in priority order.

IV. Funding considerations will include:

- Diversity in geography and size of LHJ(s) applying, and proposed activities
- Total cost of each activity over 4-year timeframe
- Number of employees proposed to be served under each activity – cohorts vs. individual support
- Workforce gaps identified and how the activities will reduce the gaps (e.g., provide a copy of a needs assessment or other evidence of the workforce gaps that exist in the LHJ)

- Individual cost of each employee served
- Type of training/activity for upskilling employees and whether the LHJ has used an education/institutional partner for the training/activity (preference for public higher education entities and/or labor-management training entities that have experience training public sector employees)
- Timeline for use of the proposed funds
- How the activity builds on other federal, state, or local funding streams dedicated to workforce development
- Health Equity – how the proposed activity fosters diversity, equity, and inclusion in workforce development
- Opportunities for partnership between LHJs and the State (e.g., please contact Kristen Guerrero if you have an idea for partnering with the state)
- Jurisdictions with high vacancy rates and how upskilling addresses current and/or projected vacancies, and LHJ ability to learn and scale

LHJs are encouraged to limit administrative costs and if possible leverage other funding sources for both administrative costs and for items such as training platforms/software. Including these administrative and equipment costs in the proposed budget will drive up the cost per employee served and may make applications less competitive. The goal is to support development of as many staff as possible.

While individual award amounts are not yet determined, CDPH estimates that awards could range between \$50,000 and \$500,000 over the 4-year period, depending on the number of applications received. Other important information:

- There is no minimum award amount that may be requested.
- No LHJ will receive more than 30% of the total available funds.
- Funds will be disbursed to awarded LHJs on an annual basis at the beginning of each fiscal year.

V. Timeline

CDPH anticipates utilizing the following timeline for this program:

- October 2022: Information Released to LHJs
- November 7, 2022: LHJ Informational Webinar
- November 30, 2022: CDPH to Distribute Application Materials
- January 31, 2023: LHJ Applications Due to CDPH
- February – March 2023: Funding Awards Announced
- December 2024: CDPH Expenditure Assessment (see below)

VI. Reporting & Evaluation

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH will also require awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHDs will be required to report:

- The number of individuals participating in eligible educational pursuits
- Summary of types of credentials and skills attained through the program
- Number of employees hired to provide coverage for employees attaining educational opportunities

VII. Questions

Questions can be directed to Kristen Guerrero at Kristen.guerrero@cdph.ca.gov.

VIII. Attachments

- Attachment A: Career Ladder Education and Development Program Letter of Intent Template
- Attachment B: Career Ladder Education and Development Program: Project Overview Template

Attachment A

Career Ladder Education and Development Program: Letter of Intent

Place Template language on Jurisdiction Letterhead, determine need for paragraphs highlighted in red font and fill in as needed.

Date

To:
California Department of Public Health
Director's Office
Attention: Kristen Guerrero
MS 0500
P.O. Box 997377
Sacramento, CA 95899-7377

RE: APPLICATION FOR CAREER LADDER FUNDS

This letter serves as our formal request for funds to develop our public health workforce via the following projects, listed in priority order:

- 1.
- 2.
- 3.

These projects are further outlined in attached project overview including a description of each project, an itemized list of costs by year, the target audience and intended number of participants, as well as other required information.

Our Agency acknowledges that this is a competitive process and that our Agency may be awarded funds for all, some, or none of the proposed projects. Given this competitive process, Our Agency has prioritized the projects in the order listed above. Our Agency acknowledges the list of considerations that will be reviewed in making funding decisions and have done our best to include information to address these considerations as appropriate.

Please indicate if you are submitting letters of support if they have worked with employee organizations/union or other partners as part of this application process or you have other data that supports your choice of projects. Please indicate here if you are submitting other attachments. If no applicable information to provide, delete this paragraph.

Please indicate if you are applying on behalf of more than one jurisdiction or partnering with the state for any activity. In addition to this letter of intent, please have each jurisdiction involved submit a letter of support/collaboration in the project. Please also break out the number of participants to be served by jurisdiction for each project.

If awarded funding, our Agency certifies that we will provide required data and information including actual expenditures according to progress report dates as identified by CDPH. Our agency further certifies that the signatory of this letter is authorized to apply on behalf of the jurisdiction.

Sincerely,

First & Last Name

Title

Organization

Attachment B Career Ladder Education and Development Program: Project Overview Template

LHJ must complete this 2-page template for each project. If easier text boxes may be deleted in the narrative portion of this template and LHJ can simply type below each header.

Add LHJ name here.

Project Title and (Priority Number)

Fill in title here (#1)

Description of Project

Add description of the project.

Note: if your program incorporates stipends, please answer the following question: If future budget allocations allow for greater flexibility in stipend duration, would your program design benefit from more than 12 weeks per year? Please respond Yes or No.

Target Audience

Describe the target audience and overall number of participants anticipated

Why and how was this project prioritized?

Describe why you chose this project including how you included your workforce or data in the decision-making.

Intended Outcomes

How will this project help you to better prepare your workforce, retain them, and/or provide a career path for your existing staff?

Budget by Year

Year 1 Budget – FY 2022-23	Total Year 1
Line item #1 (w/ brief description)	<i>Cost Line Item #1</i>
Line item #2 (w/ brief description)	<i>Cost Line item #2</i>
Line item #3 (w/ brief description)	<i>Cost Line Item #3</i>
Line item #4 (w/ brief description)	<i>Cost Line Item #4</i>
<i>Total number of participants Year 1</i>	<i>Total # of Participants Year 1</i>
Year 2 Budget – FY 2023-24	Total Year 2
Line item #1 (w/ brief description)	<i>Cost Line Item #1</i>
Line item #2 (w/ brief description)	<i>Cost Line item #2</i>
Line item #3 (w/ brief description)	<i>Cost Line Item #3</i>
Line item #4 (w/ brief description)	<i>Cost Line Item #4</i>
<i>Total number of participants Year 2</i>	<i>Total # of Participants Year 2</i>
Year 3 Budget – FY 2024-25	Total Year 3
Line item #1 (w/ brief description)	<i>Cost Line Item #1</i>
Line item #2 (w/ brief description)	<i>Cost Line item #2</i>
Line item #3 (w/ brief description)	<i>Cost Line Item #3</i>
Line item #4 (w/ brief description)	<i>Cost Line Item #4</i>
<i>Total number of participants Year 3</i>	<i>Total # of Participants Year 3</i>
Year 4 Budget – FY 2025-26	Total Year 4
Line item #1 (w/ brief description)	<i>Cost Line Item #1</i>
Line item #2 (w/ brief description)	<i>Cost Line item #2</i>
Line item #3 (w/ brief description)	<i>Cost Line Item #3</i>
Line item #4 (w/ brief description)	<i>Cost Line Item #4</i>
<i>Total number of participants Year 4</i>	<i>Total # of Participants Year 4</i>
TOTAL BUDGET REQUEST	Total for All 4 Years

Exhibit E
Additional Provisions

1. Cancellation / Termination

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

Exhibit E
Additional Provisions

- 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

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

Exhibit E
Additional Provisions

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

3. Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit E
Additional Provisions

- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 11, 2023

Reference ID:
2023-3854

Federal Apportionment Program Federal Exchange and State Match Program Agreement

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Justine Kokx, Transportation Planner

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the Fiscal Year 2022-2023 Federal Apportionment Program Federal Exchange and State Match Program, Agreement No. 23-5948(106), with the California Department of Transportation in the amount of \$673,353 plus a State match of \$100,000 for a total not-to-exceed amount of \$773,353; and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Section 182.6 of the Streets and Highways Code allows counties of less than 200,000 people to exchange Regional Surface Transportation Programs (RSTP) Federal funds provided under the "Fixing America's Surface Transportation Act" (FAST) for nonfederal State Highway Account funds. The Infrastructure Investment and Jobs Act, or IIJA was signed into law on November 15, 2021. This five-year bill replaced the FAST Act, which expired in 2020 and was extended through FY2021. Section 182.9 of the Streets and Highways Code requires the allocation of unobligated State matching moneys from the State Highway Account to counties choosing to exchange their Federal funds. The State funds are not restricted, whereas the Federal funds are restricted to work on roads that have a Federal designation (otherwise known as "On-System" Roads). Consequently, the exchange for State funds allows the Road Department a greater degree of discretion and flexibility in how the funds are spent on maintenance of County streets and roads.

In order to streamline the exchange of funds, Caltrans offers the exchange directly to eligible counties and prepares the Fund Exchange Agreement in advance.

Annually, this agreement is usually received during the fourth quarter of the current fiscal year and it normally takes somewhere between four and six months to complete processing of the agreement and invoice and to receive actual payment of the RSTP funds. As a result, the funds are usually received during the following fiscal year. The amount of the funds remains the same from year to year as the statewide formula is developed from population-based data. The Road Department will budget the FY 2022/2023 funds for expenditure during FY 2023/2024.

FISCAL IMPACT:

Funding Source	Regional Surface Transportation Programs (RSTP) Federal funds	Budget Unit	034600
Budgeted?	Yes	Object Code	4484
Recurrence	Ongoing Revenue		
Current Fiscal Year Impact			
None			
Future Fiscal Year Impacts			
Revenue for FY2023/2024			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve or authorize execution of the Agreement. This is not recommended since this represents a significant source of funding for the Road Department which are essential to continue with necessary road work and maintenance.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

CalTrans; Inyo County Auditor

ATTACHMENTS:

1. RSTP State Match Agreement
2. RSTP State Match Exchange Deliverable

APPROVALS:

Justine Kokx	Created/Initiated - 6/12/2023
Darcy Ellis	Approved - 6/13/2023
John Pinckney	Approved - 6/20/2023
Breanne Nelums	Approved - 6/20/2023
Michael Errante	Approved - 6/20/2023
Darcy Ellis	Approved - 6/21/2023
Justine Kokx	Approved - 7/3/2023
John Vallejo	Approved - 7/3/2023
Amy Shepherd	Approved - 7/5/2023
Nate Greenberg	Final Approval - 7/5/2023

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
 CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

09 INYO
 District County

Agreement No. X23-5948(106)
 AMS Adv ID:0923000043

THIS AGREEMENT is made on _____, by the COUNTY of INYO , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign federal apportionments made available to COUNTY for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP)/Regional Surface Transportation Block Grant Program (RSTBGP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

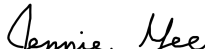
I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP/RSTBGP under Section 182.6(g), COUNTY agrees to assign to STATE:

\$673,353.00 from the eligible portion of its estimated annual minimum RSTP/RSTBGP Apportionment for Fiscal Year 2022/2023.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP/RSTBGP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP/RSTBGP apportionment.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance			
	Accounting Officer	Date 3/21/2023	\$ 773,353.00

B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2022/2023.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$773,353.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within

such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

- 1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.
- 2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.
- 3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under

current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA
Department Of Transportation

COUNTY OF INYO

By: _____
Office of Project Management Oversight
Division of Local Assistance

By: _____

Title: _____

Date: _____

Date: _____

**Local Assistance Program
FFY 2022-23 RTPA Exchange**

				California Streets and Highways Code Section	182.6(d)	182.6(h)(2)	FFY 22-23		182.6(g)	
District	Project #	Advantage #	RTPA / MPO	RTPA LOCODE	FFY 22-23 RSTP Flex Advance Apportionment (Y240) with Adjustment	County Minimum Exchange (Y240)	1% or 3.5% FAS/FAU Minimum Exchange (Y240)	County Minimum Exchange Adjustment for Tahoe, Placer and El Dorado (Y240)	FFY 22-23 Total RTPA Exchange Y240	COMMENTS
9	6134(036)	0923000040	Inyo County Transportation Commission	6134	681,546	673,353			8,193	
9	6142(035)	0923000041	Mono County Transportation Commission	6142	235,812	229,725			6,087	
** Placer's and El Dorado's FFY 2022-23 RSTP Flex apportionments (Y240) adjusted upwards from Tahoe's apportionment to cover part of county minimum exchanges. Tahoe's FFY 2022-23 apportionment reduced by \$0 (\$0 for El Dorado and \$0 for Placer).										
FFY 2022-23 Tahoe contribution to Placer county minimum exchange					0					
FFY 2022-23 Tahoe contribution to El Dorado county minimum exchange					0					
FFY 2022-23 Total Tahoe contribution					0					
FFY 2022-23 RSTP & State Match Exchange										
RTPA					49,658,446					
County Minimum and 1% or 3 1/2%					16,228,549	65,886,995	Transfer Share Local Y240 & OA			
State Match					5,429,762					
Total Required Budget Authority					71,316,757					
Budget Authority Breakdown										
2022-23 Budget Authority					71,316,757					

**Local Assistance Program
FFY 2022-2023 County and State Match Exchange**

						California Streets and Highways Code Section	182.9		
						Type of Agreement	Total County & 1% or 3.5% Minimum Exchange (Y240)	Total State Match	Total County & State Match Exchange
District	Project #	Advantage #	RTPA LOCODE	County	Type of Agreement	Total County & 1% or 3.5% Minimum Exchange (Y240)	Total State Match	Total County & State Match Exchange	
4	5933(170)	0423000252	6084	Alameda	Co. Match		100,000	100,000	
10	5931(057)	1023000201	6126	Alpine	Non-MPO-Co. E/M	131,208	65,604	196,812	
10	5926(068)	1023000199	6127	Amador	Non-MPO-Co. E/M	131,208	65,604	196,812	
3	5912(128)	0323000201	6092	Butte	Non-MPO-Co. E/M	392,708	100,000	492,708	
10	5930(101)	1023000200	6128	Calaveras	Non-MPO-Co. E/M	171,117	85,559	256,676	
3	5915(086)	0323000202	6129	Colusa	Non-MPO-Co. E/M	162,369	81,185	243,554	
4	5928(166)	0423000253	6084	Contra Costa	Co. Match		100,000	100,000	
1	5901(066)	0123000089	6130	Del Norte	Non-MPO-Co. E/M	149,622	74,811	224,433	
3	5925(201)	0323000192	6157	El Dorado	Non-MPO-Co. E/M	359,164	100,000	459,164	
			6125			0		0	
6	5942(316)	0623000190	6504	Fresno	3 1/2% MPO-Co. E/M	268,108	100,000	368,108	
3	5911(076)	0323000193	6132	Glenn	Non-MPO-Co. E/M	212,817	100,000	312,817	
1	5904(191)		6133	Humboldt	Non-MPO-Co. E/M	536,382	100,000	636,382	
11	5958(124)	1123000237	6263	Imperial	Co. Match		100,000	100,000	
9	5948(106)	0923000043	6134	Inyo	Non-MPO-Co. E/M	673,353	100,000	773,353	
6	5950(521)	0623000186	6087	Kern	3 1/2% MPO-Co. E/M	305,044	100,000	405,044	
6	5945(120)	0623000187	6135	Kings	Non-MPO-Co. E/M	288,086	100,000	388,086	
1	5914(128)	0123000087	6136	Lake	Non-MPO-Co. E/M	244,873	100,000	344,873	
2	5907(079)	0223000149	6137	Lassen	Non-MPO-Co. E/M	373,285	100,000	473,285	
7	5953(795)	0723000131	5953	Los Angeles	3 1/2% MPO-Co. E/M	950,813	100,000	1,050,813	
6	5941(135)	0623000188	6138	Madera	Non-MPO-Co. E/M	363,374	100,000	463,374	
4	5927(133)	0423000246	6084	Marin	1% MPO-Co. E/M	167,509	83,755	251,264	
10	5940(153)	1023000195	6139	Mariposa	Non-MPO-Co. E/M	157,715	78,858	236,573	
1	5910(137)	0123000088	6140	Mendocino	Non-MPO-Co. E/M	502,390	100,000	602,390	
10	5939(141)	1023000196	6095	Merced	Non-MPO-Co. E/M	526,686	100,000	626,686	
2	5903(071)	0223000150	6141	Modoc	Non-MPO-Co. E/M	296,407	100,000	396,407	
9	5947(068)	0923000042	6142	Mono	Non-MPO-Co. E/M	229,725	100,000	329,725	
5	5944(149)	0523000141	6143	Monterey	Non-MPO-Co. E/M	625,486	100,000	725,486	
4	5921(088)	0423000247	6084	Napa	1% MPO-Co. E/M	237,648	100,000	337,648	
3	5917(112)	0323000194	6144	Nevada	Non-MPO-Co. E/M	286,695	100,000	386,695	
12	5955(121)	1223000093	6145	Orange	Co. Match		100,000	100,000	
3	5919(156)	0323000195	6158	Placer	Non-MPO-Co. E/M	467,169	100,000	567,169	
			6125			0		0	
2	5909(123)	0223000151	6147	Plumas	Non-MPO-Co. E/M	238,395	100,000	338,395	
8	5956(291)	0823000097	6054	Riverside	3 1/2% MPO-Co. E/M	310,476	100,000	410,476	
3	5924(273)	0323000196	6085	Sacramento	Co. Match		100,000	100,000	
5	5943(081)	0523000142	6060	San Benito	Non-MPO-Co. E/M	159,899	79,950	239,849	
8	5954(194)	0823000098	6148	San Bernardino	3 1/2% MPO-Co. E/M	1,094,369	100,000	1,194,369	
11	5957(149)	1123000238	6066	San Diego	3 1/2% MPO-Co. E/M	179,960	100,000	279,960	
10	5929(323)	1023000197	6088	San Joaquin	Co. Match		100,000	100,000	
5	5949(190)	0523000143	6096	San Luis Obispo	Non-MPO-Co. E/M	478,060	100,000	578,060	
4	5935(089)	0423000248	6084	San Mateo	1% MPO-Co. E/M	178,268	89,134	267,402	
5	5951(179)	0523000144	6090	Santa Barbara	Non-MPO-Co. E/M	458,115	100,000	558,115	
4	5937(229)	0423000249	6084	Santa Clara	Co. Match		100,000	100,000	
5	5936(158)	0523000145	6149	Santa Cruz	Non-MPO-Co. E/M	224,813	100,000	324,813	
2	5906(142)	0223000152	6496	Shasta	Non-MPO-Co. E/M	572,168	100,000	672,168	
3	5913(082)	0323000197	6150	Sierra	Non-MPO-Co. E/M	131,208	65,604	196,812	
2	5902(090)	0223000153	6151	Siskiyou	Non-MPO-Co. E/M	625,382	100,000	725,382	
4	5923(132)	0423000250	6084	Solano	Co. Match		100,000	100,000	
4	5920(183)	0423000251	6084	Sonoma	Co. Match		100,000	100,000	
10	5938(276)	1023000198	6089	Stanislaus	Co. Match		100,000	100,000	
3	5918(112)	0323000198	6085	Sutter	1% MPO-Co. E/M	185,383	92,692	278,075	
2	5908(114)	0223000154	6152	Tehama	Non-MPO-Co. E/M	366,075	100,000	466,075	
2	5905(134)	0223000155	6153	Trinity	Non-MPO-Co. E/M	251,912	100,000	351,912	
6	5946(209)	0623000189	6094	Tulare	Non-MPO-Co. E/M	887,784	100,000	987,784	
10	5932(107)	1023000202	6154	Tuolumne	Non-MPO-Co. E/M	307,574	100,000	407,574	
7	5952(218)	0723000132	6155	Ventura	Co. Match		100,000	100,000	
3	5922(124)	0323000199	6085	Yolo	1% MPO-Co. E/M	233,736	100,000	333,736	
3	5916(143)	0323000200	6085	Yuba	1% MPO-Co. E/M	134,011	67,006	201,017	
Totals >>>						16,228,549	5,429,762	21,658,311	
57	County Agreements (include State Match)								
34	RTPA Agreements								
91	Total RTPA & County Agreements								



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 11, 2023

Reference ID:
2023-3826

Proposed Ordinance Adding Subsections to the Inyo County Code pertaining to Model Water Efficient Landscape Review Fee and Authorizing the County to Charge Fees for Processing Certain Landscaping Applications Planning Department ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Visuano, Associate Planner

ITEM PRESENTED BY

Danielle Visuano, Associate Planner

RECOMMENDED ACTION:

Conduct a public hearing on proposed Ordinance 1299 of the Board of Supervisors of the County of Inyo, State of California, adding sub sections 3.60.020(A)(22) and 3.60.020(A)(23) to the Inyo County code pertaining to the Planning Department service fee and cost schedule, and approve said ordinance.

BACKGROUND / SUMMARY / JUSTIFICATION:

The State’s Model Water Efficient Landscape Ordinance (MWELo) has been in effect in Inyo County since December 1, 2015. The purpose of MWELo is to promote water conservation and efficiency. It provides a structure for planning, designing, installing, maintaining and managing landscapes for new construction and rehabilitation projects that are subject to its requirements. The MWELo breaks down this structure into two paths for application review - the prescriptive compliance path and the performance compliance path. Prescriptive compliance covers landscape applications between 500 to 2,500 square feet. Performance compliance covers landscape applications for greater than 2,500 square feet. Staff have created a landscape application process to provide guidance for applicants proposing new or rehabilitated landscape projects that are subject to the MWELo. Planning staff will be receiving applications for projects requiring landscape review and currently these reviews are not included in the Planning Department Services Fees and Costs Schedule Chapter 3.60 of the Inyo County Code. In other words, the County currently does not have a mechanism through which to charge a fee for processing these types of landscape applications. The proposed ordinance submitted for your Board’s review today, if approved, will authorize the Planning Department to charge a fee for the processing of these MWELo landscaping applications.

Pursuant to Chapter 3.60, the application fees associated with the MWELo Landscape applications, like all other planning application fees, shall not exceed the cost to the County to process the applications. The actual costs associated with each application differ based on the staff time spent and the complexity of each application, and the costs are calculated pursuant to Chapter 3.60.040. Because costs vary, are

different for every application, and are not calculated until the end of the application review process, there are no set dollar amounts included in Chapter 3.60; instead, the Planning Department maintains a fee deposit list and requires a fee agreement form to be turned in with each planning application. Accordingly, staff is proposing to require a \$126 fee deposit for MWELo prescriptive compliance applications and \$210 for MWELo performance compliance applications. The fee deposits are a flat fee and used to pay for staff time. The difference between the two fees is primarily attributable to the difference in the review process requiring a greater amount of time for the larger performance compliance review.

FISCAL IMPACT:			
Funding Source	General Fund	Budget Unit	023800
Budgeted?	No	Object Code	
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the fees for the review of landscape plans under prescriptive or performance compliance and have the work conducted under the general \$50 building permit/plannign review application fee.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Public Works and Environmental Health Departments.

ATTACHMENTS:

- Chapter 3 - Planning Fees and Costs
- Service Fees Ordinance

APPROVALS:

Danielle Visuano	Created/Initiated - 6/14/2023
Darcy Ellis	Approved - 6/15/2023
John Vallejo	Approved - 7/3/2023
Christian Milovich	Approved - 7/5/2023
Amy Shepherd	Approved - 7/6/2023
John Vallejo	Approved - 7/6/2023
Nate Greenberg	Final Approval - 7/6/2023

Chapter 3.60 PLANNING DEPARTMENT SERVICE FEE AND COST SCHEDULE

3.60.010 Payment of fees.

3.60.020 Schedule of fees.

3.60.030 Payment of expenses.

3.60.040 Calculation of costs.

3.60.010 Payment of fees.

A. In addition to the application-related requirements of this code, no application for any of the items described in Section 3.60.020(A) of this chapter shall be deemed complete until the applicant has submitted to the planning department the applicable fee described in that section.

B. No person shall receive, or be entitled to receive, in connection with any application filed with the planning department, any of the environmental review-related services, procedures, or products described in section 3.60.020(B) of this chapter until that person has submitted to the planning department the applicable fee described in that section.

C. No person shall be entitled to a pre-application meeting with county staff, or to an appeal of a planning department or planning commission decision, or to the convening of a special meeting of the planning commission, unless the person has submitted to the planning department, or to the clerk of the board of supervisors, as the case may be, the applicable fee described in Section 3.60.020(C) of this chapter.

D. The planning department, in consultation with the county auditor and county treasurer, shall establish and observe written procedures for the calculation, receipt, deposit, and accounting of all fees required to be paid under this chapter. (Ord. 1083 § 5, 2004.)

3.60.020 Schedule of fees.

A. In order for an application for one of the following items to be deemed complete, or for a person to receive a service described below, the applicant shall, in addition to meeting all other relevant requirements of this code, pay to the planning department an amount equal to the county's cost of processing the application:

1. Conditional use permit;

2. Variance;
3. Zone reclassification;
4. General plan amendment;
5. Road abandonment;
6. Certificate of compliance;
7. Lot line adjustment;
8. Parcel merger;
9. Time extension;
10. Mobilehome waiver;
11. Map filed under the Subdivision Map Act;
12. Specific plan;
13. Wireless communications plan;
14. Amendment of wireless communications plan;
15. Reclamation plan;
16. Amendment of reclamation plan;
17. Interim management plan for idle mine;
18. Annual mine inspection;
19. Building permit plan check;
20. Hosted short-term rental;
21. Non-hosted short-term rental.

B. In order for an application for one of the items listed in subsection A of this section to be reviewed by the county as lead agency under the California Environmental Quality Act (CEQA) through one of the documents described below, the applicant shall pay to the planning department an amount equal to the county's cost of reviewing the application under CEQA and preparing the relevant document:

1. Initial study;
2. Categorical or statutory exemption;
3. Negative declaration;

4. Mitigated negative declaration;
5. Environmental impact report;
6. Mitigation monitoring and reporting program;
7. Supplemental or subsequent environmental impact report or addendum to an environmental impact report.

C. The fees set forth below shall be paid by any person wishing to conduct a preapplication meeting with county staff or to have county staff conduct a pre-application document review, to pursue an appeal of decision of the planning department or the planning commission, or to arrange a special meeting of the planning commission. Fees shall be paid to the planning department, except for those in connection with an appeal of a planning commission decision, which shall be paid to the clerk of the board of supervisors.

1. Preapplication meeting and document review	no charge for first meeting; county's costs for subsequent meetings and review of documents
2. Appeal of decision of planning department	\$300.00
3. Appeal of decision of planning commission	\$300.00
4. Special planning commission meeting	\$750.00

D. The fees set forth above in subsection A of this section shall be doubled with respect to any application filed in order to bring an existing illegal use or activity into conformance with this code. All fees described in this section are nonrefundable. (Ord. 1227 § 1, 2018; Ord. 1083 § 5, 2004.)

3.60.030 Payment of expenses.

Applicants for any of the items listed in Section 3.60.020(A) of this chapter shall, in addition to paying the fees described in that section, reimburse the planning department for all "hard cost expenses" actually incurred by the department in processing the application; such costs include, without limitation, those for materials, copying costs, telephone (including facsimile) charges, and travel expenses. (Ord. 1083 § 5, 2004.)

3.60.040 Calculation of costs.

For purposes of Section 3.60.020, the county's cost of processing an application shall be determined by multiplying the hourly rate of pay and fringe benefits of each county staff person who works on the application times the total number of hours spent by the staff member on the application, adding to that amount a twenty percent overhead factor determined by reference to the A-87 countywide cost plan as approved by the State Controller's Office, and summing the resulting amounts. (Ord. 1083 § 5, 2004.)

Contact:

Inyo County Clerk of the Board: 760-878-0373

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ORDINANCE NO.

AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS ADDING SUB-SECTIONS 3.60.020(A)(22) AND 3.60.020(A)(23) TO THE INYO COUNTY CODE PERTAINING TO PLANNING DEPARTMENT SERVICE FEE & COST SCHEDULE

WHEREAS, Inyo County Code Chapter 3.60 establishes a schedule of service fees for processing certain, specified applications for planning projects; and

WHEREAS, the current schedule of fees does not require payment of fees for the processing of Model Water Efficient Landscape Ordinance (MWELO) Prescriptive Compliance and Model Water Efficient Landscape Ordinance Performance Compliance landscaping applications; and

WHEREAS, the Inyo County Board of Supervisors desires to amend Inyo County Code Chapter 3.60 to include the MWELO landscaping applications on the Planning Department service fee schedule, which will allow staff to collect costs and expenses for processing these application types; and

WHEREAS, pursuant to section 3.60.020(A), the fees associated with the MWELO landscaping applications shall not exceed the County's cost to process the applications and shall be calculated in accordance with section 3.60.040; and

WHEREAS, pursuant to Government Code sections 66016 and 66017, a duly noticed public hearing was held on July 11, 2023.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO ORDAINS as follows:

SECTION ONE: Section 3.60.020(A)(22) and 3.60.020(A)(23) shall be added to the Inyo County Code as follows:

“22. Model Water Efficient Landscape Ordinance Prescriptive Compliance
23. Model Water Efficient Landscape Ordinance Performance Compliance”

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

PASSED, APPROVED and ADOPTED this 11th day of July 2023, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jennifer Roeser, Chairperson
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
Clerk of the Board

By:

Darcy Ellis, Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 11, 2023

Reference ID:
2023-3921

Contract for Accessory Dwelling Unit and Single-Family Home Plan Designs County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and Design Path Studio of Encinitas, CA for the provision of architectural design services in an amount not to exceed \$80,000 for the period of June 6, 2023 through December 31, 2023, contingent upon the adoption of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

Accessory Dwelling Units (ADUs and Junior Accessory Dwelling Units (JADUs) are an innovative and effective option for adding much needed housing in Inyo County. ADUs can be a more affordable type of home to construct because they do not require paying for land, major new infrastructure, or extra parking. For owners, they can provide a revenue stream and represent a long-term investment, and offer long-term flexibility for aging-in-place. In Inyo County, where land for new development is scarce, ADUs and JADUs are a necessary strategy for increasing the stock of available housing.

In recent years, counties throughout California have sought to make the building process as cheap and easy as possible by offering permit-ready plans that provide significant cost and time savings during the design phase. Though a building permit will still be required to ensure that the ADU/JADU meets all zoning, building, health and safety codes, these plans will have been designed and pre-reviewed by Building and Safety to ensure they comply with the California Building Code, which can significantly reduce permitting time. Homeowners may still want to hire an architect to make modifications or site-specific changes to the pre-approved plans, but architectural costs can also be significantly reduced when plans are not being developed from scratch.

Inyo County issued a Request for Proposals (RFP) on March 31, 2023 for a qualified firm to design architectural, structural, and engineered building plans, details, and supporting calculations for six different unit types, two different floor plans per unit type, with up to three architectural styles each. Two complete proposals were received, and Design Path Studio's proposal was accepted by a committee of staff including Building and Safety, County Administration, and Planning. Design Path Studio has prepared similar Permit-Ready ADU sets for many other municipalities, including the City of Encinitas, the City of Menifee, the City of Temecula, City of Chino, City of Carlsbad, and the Town of Paradise.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010202
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Expenditure / Ongoing Expenditure		
Current Fiscal Year Impact			
This item will cost \$80,000, paid out of economic development/housing fund.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve this contract for Accessory Dwelling Unit (ADU) and Single-Family Home Plan Designs. This is not advised, as staff have received a lot of public interest in the program and several homeowners have indicated that they would like to use pre-approved, prescribed plans to build ADUs on their property. In addition, the timing of the creation of these designs should coincide closely with the launch of Inyo County's home rehabilitation and ADU/JADU construction loan program, funded by the County's Permanent Local Housing Allocation (PLHA).

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Building and Safety, Planning, Design Path Studio

ATTACHMENTS:

1. Request for Proposals for ADU Program
2. Design Path Studio Proposal
3. Design Path Studio Draft Contract

APPROVALS:

Meaghan McCamman	Created/Initiated - 6/30/2023
Darcy Ellis	Approved - 7/1/2023
Denelle Carrington	Approved - 7/3/2023
John Vallejo	Approved - 7/3/2023
Amy Shepherd	Approved - 7/5/2023
Nate Greenberg	Approved - 7/5/2023
Meaghan McCamman	Final Approval - 7/6/2023

County of Inyo
Office of the County Administrator



REQUEST FOR PROPOSAL

FOR

**Pre-Approved Accessory Dwelling Unit (ADU)
and Single-Family Plan Designs**

Deadline for Submissions: Friday, March 31, 5:00pm

County of Inyo
Office of the County Administrator
1360 N. Main Street
Bishop, CA 93514

I. INTRODUCTION

NOTICE IS HEREBY GIVEN that the County of Inyo is seeking proposals from qualified individuals, organizations, and firms with expertise in architectural and structural plans to collaborate with County staff on the preparation of a series of pre-approved, detached Accessory Dwelling Unit (ADU) and single-family home plans.

The County will evaluate submittals with the intent of selecting the most qualified contractor. While it is likely that a single contractor will be able to fulfill all the requirements under this contract, nothing in this solicitation will prevent the County from selecting multiple contractors if it chooses to do so. The County reserves the right, in its sole discretion during the selection process, to reject any or all proposals or any portion without exception or explanation.

II. BACKGROUND

The County of Inyo is located on the eastern flank of the Sierra Nevada, and includes both high elevation mountain and low desert communities. The County is home to both the highest point in the contiguous 48 states (Mt. Whitney) as well as the lowest point in the nation (Badwater Basin, Death Valley). The terrain is rugged and weather – including snow, wind, and heat – can be extreme.

The County of Inyo is approximately 10,000 square miles, the second-largest county by geographic size in California. However, more than 98% of the county's land is held by public agencies, with less than 2% of the land available for private development. Therefore, despite the rural nature of the County and seemingly vast open spaces, housing development is extremely constrained. Most private land available for development is already developed. This has caused both a housing shortage and affordability crisis in most communities throughout the County.

ADUs have the potential to ease the housing shortage and increase the supply of housing stock. ADUs can be less costly to construct because they do not require major new infrastructure or parking. Most importantly, ADUs offer the opportunity to add housing stock using the existing parcels that are already in private ownership. In addition, ADUs can provide a source of income for homeowners and may provide space to allow extended families to live near each other.

Single family homes have been added to this RFP in order to support low-cost housing construction on undeveloped or underdeveloped privately held land. Whether ADU or new single-family home, Inyo County seeks to support the development of additional housing for residents who live and work here.

The Inyo County zoning code regulates ADUs in the unincorporated area of the County in accordance with State law through Inyo County Code Section 18.78.340, and single family homes through its residential designations found in 18.12, 18.21, 18.22 and 18.30.

Code Sections can be viewed [here](#).

Inyo County Building Code also applies to single-family and ADU development. County Building Inspectors inspect new structures for building code compliance in the unincorporated area of the County and the incorporated City of Bishop in accordance with Inyo County Code Section 14.04.202(e).

Code Section 14.04.202(e) can be viewed [here](#).

The County aims to incentivize the creation of new housing stock and make it easier and more affordable for residents to build by offering pre-approved plans that meet Inyo Building Code.

This Request for Proposals is structured so as to award an Agreement to a qualified contractor or contractors to perform the services listed within the Scope of Work.

III. RFP SCHEDULE

Issue RFP	March 3, 2023
Deadline for Written Questions	March 24, 2023
Proposal Submittal Deadline	March 31, 2023
Estimated Notification of Selection	April 28, 2023
Estimated Agreement Date	May 26, 2023

IV. COUNTY POINT OF CONTACT

Questions and correspondence related to this solicitation may be directed to:

Meaghan McCamman
Assistant County Administrator
1360 N. Main St.
Bishop CA 93514
mmccamman@inyocounty.us
770-937-1253

All questions regarding this solicitation must be submitted in writing (email is encouraged). Questions will be answered via email and Q&A will be posted on the Inyo County Bid Request/RFP website at <https://www.inyocounty.us/services/county-administrators-office/bid-request-rfp> by the proposal submittal deadline.

Only answers to questions communicated in writing will be binding. Prospective contractors shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the contact person listed above.

V. ANTICIPATED SCOPE OF WORK

The County requires Professional Architectural and Engineering Consulting services (“Services”) for prescriptive designs for ADUs and single-family homes compliant with current California Building Codes (CBC). Qualified Respondents will develop a collection of standard, detached ADU and single-family home building permit plan sets, which will be checked by the County for compliance with the CBC. The final, pre-approved plans will be offered to the public free-of-charge to build homes and

ADUs for personal use or long-term rental. The structures built with these plans will not be eligible to be permitted for overnight (or short-term) rentals. The County’s goal is to encourage the construction of new homes by offering a selection of pre-approved ADU and larger single family building permit plan sets that will reduce the initial design and review costs for residents.

Task 1. Architectural and Engineered Building Plan Sets

The consultant shall prepare a bid proposal for supplying the County with architectural, structural and engineered building plans, details, and supporting calculations for two different floor plans for six different unit types for which up to three architectural styles should be provided. Units should have full kitchen and bath facilities; two sets of plans shall include the ADU above a garage. Units in the higher size ranges should be able to function as primary dwellings.

The County may award contracts to more than one consultant team and/or for any portion of a consultant team’s proposal, to prepare final plan sets.

A. Required Plan Types

<u>Unit Type</u>	<u>Size</u>
Efficiency Unit/Tiny Home	<400 sq. feet
1-bedroom, 1-bath, kitchen	~ 600 sq. feet
2-bedroom, 1-bath, kitchen	~ 800 sq. feet
3-bed, 2 bath Single Family Home	~ 1500 sq feet
Over garage (2 car)	2 car garage
Over garage (single)	Single car garage

B. Architectural Styles

As a whole, Inyo County’s architectural style is diverse and of an eclectic quality with no architecturally dominant style. The exception is the Lone Pine Design Review District (the Business District along Main Street, which also is U.S. Highway 395 through town). The exterior styling of all new buildings or major exterior modifications in the Lone Pine business district must conform to the guidelines of the Lone Pine Architectural Design Review Guidelines, available [here](#).

Each unit type should be available in up to three architectural styles, including one that meets the Lone Pine Architectural Design Review Guidelines. Additional architectural styles should be compatible with rural mountainous or desert landscapes and environments.

The goal is to provide designs with customizable architectural features in a manner that can accommodate various construction budgets. A basic design with optional architectural features such as varied roof forms; depth to façade; trim applied to surface planes of façade and/or accent features or materials on vertical walls, window, and door fenestration, etc. is preferred to meet various budget needs and support diverse visual building styles despite the nature of a pre-approved design. Energy efficient options should also be offered, and both heating and cooling should

be optional as one may be needed in desert environments but not in alpine mountain settings, and vice versa.

C. Design Criteria

1. All unit elevations shall be customizable to allow for variations in exterior materials as well as door and window fenestration to express individual owner's tastes and respect community character.
2. All designs shall fully comply with the Current California Residential Code, California Code of regulations, Title 24.
3. Design shall also comply with Current California Building Code (CBC), California Code of regulations, Title 24, Part 2 for structure(s) or elements(s) exceeding the design limitations in the CRC or specifically directed by the CRC to use the CBC. Proposals are encouraged to include maintenance agreements to ensure compliance with future code updates.

D. Minimum Energy Compliance Design Criteria

State Title 24 Energy Compliance documentation in all four primary orientations (north, south, east, and west facing)

1. Climate Zone: 16
2. Exterior Wall Insulation: R-20
3. Attic Insulation: R-38
4. Designed for heating and optional cooling: 92 AFUE (Heating); 15 SEER (Cooling)

E. Foundation Design Criteria

Both a shallow foundation design for building sites that do not exceed a slope of 1 unit vertical to 3 units horizontal and a deep foundation design for sites exceeding 1 to 3 slope. Design does not assume unstable soil or expansive clay soil.

1. Soil Bearing Pressure: 1500 PSF
2. Seismic Design Category D
3. Lateral Bearing Pressure: 100 PCF
4. Foundation Depth Below Ground Surface: 12 inches Min.
5. Deep Foundation minimum depth: 8'-0" Min. total embed 6'-0" Min embed into undisturbed soil.

F. Covered Porch Option

At least one (1) elevation per floor plan shall include a design for an attached covered porch option, which may be included by the property owner.

The following minimum covered porch option design elements shall be included within the plan:

1. Ledger size and attachment details.
2. Covered porch framing size, framing spacing, and connection details.
3. Column size and isolated footing design including connection details.
4. Details of any architectural features of the covered porch, which may include soffit detail, and any finish details and trim.

G. Fire Resistive Construction Details

Inyo County is a Wildland-Urban Interface Fire Area. CRC Section R337 applies.

The proposed detached ADUs may be located within (4) feet of a real or assumed property line on the rear or side elevation. Therefore, for each of the proposed plan elevations, the rear and side elevation must comply with CRC Table R302.1 (1) Fire Resistance Protection/Rating of Exterior Wall elements.

The following minimum fire protection details shall be included within the plans:

1. One-hour fire rated wall construction detail for each architectural style that would comply with ASTM E119 or UL 263 testing.
2. One-hour fire rates projection details on the underside of the projection for each architectural plan style. Assume two-foot minimum fire separation distance.
3. Design elevation where the opening on the exterior fire walls shall not exceed 25% of the wall area.
4. Specifications and details of roofing material and roof sheathing that would comply with a two-foot minimum fire separation distance.

H. Fire Sprinkler Design Criteria

Provide a note on the plans that indicates that when fire sprinklers are required, the fire sprinkler systems shall comply with the requirements for an NFPA 13R or 13D Fire Sprinkler system.

Task 2. Draft Building Plans

Selected consultant(s) will prepare a complete building plan set for review by County staff, including a plan check for compliance with the CBC. Plans and specifications shall comply with standard drawings and specifications of the County and other agencies as applicable. Final plan set to include:

1. Floor plan
2. Foundation plan
3. Sections (all necessary)
4. External elevations (along with customizable options)
5. Renderings of exterior and internal features suitable for publication (all necessary)
6. Suggested external and internal materials

Task 3. Final Budget Plans

Selected consultant(s) will prepare a complete building plan set incorporating feedback from County staff, the Planning Commission (as provided by staff, see below), and plan check corrections. The corrected plan set shall be submitted for a back check for compliance with the CBC and the consultant(s) will continue to make corrections until the plan check is approved.

Task 4. Meetings and Presentations

Selected consultant(s) shall meet with staff, either remotely or in person, at:

1. Project Initiation: Prior to development of conceptual plan sets.

2. Project Plan Review: 65% Plans (staff to present to Planning Commission and potentially local communities).
3. Plan Correction: To review staff/public feedback on draft building plans and plan check corrections.

Selected consultant(s) shall assist in the preparation of public meeting materials, letters, memos, and other documents as required by County staff, in paper and electronic forms. Consultant(s) shall provide regular progress reports to staff, and as necessary to communicate updates.

Task 5. Publication-Ready Plans, Images, and Materials

Selected consultant(s) shall make available selected plans and images of the Final Plan Sets, in digital format, to be part of marketing materials that will be produced for the ADU Program.

Selected consultant(s) shall also prepare a .pdf guide that walks potential applicants through the process of taking advantage of the Pre-Approved ADU program to make it as easy and informative as possible. The guide should include a summary of how and when each of the ADU options would apply and use the existing ordinance (Inyo County Ordinance 1233) to clarify other regulations that apply to each, such as setbacks, separate entrances, allowable lot sizes, etc.

VI. BUDGET

The County's not-to-exceed budget for this project is \$80,000, which may be a combination of American Rescue Plan Act (ARPA) and County General Funds.

VII. PROPOSAL CONTENTS/SUBMITTAL

A. RFP Requirements

To be considered, a consultant responding to this RFP must provide the following items and/or information in its submittal:

- A cover letter which shall provide the following: name, title, address and telephone number of individuals with the authority to negotiate and contractually bind the company.
- A statement of the consultant's qualifications, including brief biographical profiles of the company and key personnel who will be assigned to work on the project. Any relevant certifications or education should be identified. If applicable, a statement of qualification as a small and minority firm, women's business enterprise, and/or labor area surplus firm (see 2 CFR §200.321), or a disadvantaged business enterprise (DBE).
- Discussion of proposed approach to the above listed project scope, including any assumptions, methodologies, special resources, etc., and a timeline for the completion of the project. If relevant, include any recommendations for additional items which should be added to the project scope to help assure success.
- A brief list of projects similar in scope performed by the consultant on relevant projects with dates of work and references with contact information for each.

- Current project backlog and the consultant’s capacity to commit to the completion of this project.
- A brief statement of qualifications and project summaries for sub-consultants expected to be used on projects, particularly experience working in rural jurisdictions and communities.
- A not-to-exceed cost proposal which is itemized by phase, task, and completion date. Each item must include designated personnel, and estimated hours based upon the Consultant’s proposed work plan, Submittal of costs shall include hourly wages showing two separate line items for overhead and profit. Include additional charges for any subconsultant services, equipment, and reimbursable expenses, also showing overhead and profit.
- A disclosure of any financial, business, or other relationship that the prospective consultant has with the County or any County employee that may have an impact upon the outcome of the selection process of this project. Alternatively, the consultant shall provide a statement that no disclosure is being made because no such relationship exists.
- A general statement on the ability to meet the following short summary of the minimum insurance coverage requirements:
 - **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate.
 - **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence.
 - **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *Provision may be waived with signed letter on contractor’s letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.*
 - **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *Provision may be waived with signed letter on contractor’s letterhead certifying that contractor has no employees.*
- NOTE: Other insurance provisions apply. A complete copy of all insurance requirements is available upon request and shall be attached to contract.
- Any additional information demonstrating the consultant’s capabilities as related to the selection criteria listed under Section VIII.

B. RFP Submittal

Proposals must be received by 5 p.m. on Friday, March 31, and must be clearly addressed or with the subject line “County of Inyo ADU Plan Designs – ATTN: Meaghan McCamman.” Postmarks will not be accepted. Proposals will be received via the following:

- Hand delivered to the Clint G. Quilter Consolidated Office Building, 1360 N. Main St, Bishop, CA 93514;
- Mailed to P.O. Drawer N, Independence, CA, 93526; or

- Emailed to mmccamman@inyocounty.us.

1. **Modification or Withdrawal of Submittals:** Any RFP received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the consultant prior to the submittal deadline.
2. **Property Rights:** RFPs received become the property of the County and all rights to the contents therein become those of the County.
3. **Confidentiality:** Before award of the contract, all submittals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all submittals), all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the submittals confidential will be regarded as non-effective and will be disregarded.
4. **Amendments to Request for Qualifications:** The County reserves the right to amend this RFP by addendum before the final submittal date.

VIII. ELIGIBILITY, REVIEW, SCORING, SELECTION

A. Licensing Requirements

Interested firms must meet ALL of the following qualification requirements in order to be considered by the County:

1. Consultant shall be a licensed Architect or Engineer in the State of California.
2. Consultant shall have a minimum of five (5) years of experience leading and controlling the design and construction of projects. Experience shall be in the State of California.
3. Consultant shall be capable of following and submitting deliverables under the protocols of the U.S. National CAD Standards.

B. Scoring Criteria

Each submittal will be reviewed to determine if it meets the requirements contained under "Submittal Requirements." An evaluation committee will evaluate the submitted RFPs based on the following criteria and values:

<i>Item</i>	<i>Selection Criteria</i>	<i>Value</i>
1	Competitive cost, number of prescriptive designs offered, quantity/variation of architectural design options	40 pts
2	Key personnel's professional qualifications and experience, and recent experience in projects comparable to proposed tasks	30 pts
3	Key personnel's familiarity with Inyo County and/or other similar rural jurisdictions	10 pts

4	Proposed approach and methodology to completing the scope of work	10 pts
5	Demonstrated capability to meet schedules and complete projects without major cost escalations or overruns	10 pts

The evaluation committee may choose to conduct oral interviews with the “short listed” top firms selected from the initial evaluation or may select a top-ranked consultant based on RFP submittals. Cost negotiation with the top-qualifying firm(s) will follow the evaluation, and then the selected firm will be expected to enter into a contract with the County to govern the provision of those services, including a fee schedule. The contract will need to be approved by the Inyo County Board of Supervisors prior to initiation of any services.

C. Review and Selection Schedule

Submittals will be evaluated using the criteria described above. It is Inyo County’s intention to evaluate submittals to award the contract, select consultants for interviews if necessary, and notify those consultants within two weeks of the deadline for submittals. A consultant could be notified of selection for contract award within one week of the interview date.

All submitted proposals will be evaluated using the criteria described above. They will be reviewed and analyzed by a panel consisting of County staff and other regional housing partners. Proposals which best meet the County’s needs will be selected for further analysis and an interview. Interviews may be conducted remotely. This RFP does not commit the County to award the contract, to pay any costs incurred in preparation for this request, or to procure or contract for services. The County reserves the right, in its sole discretion during the selection process, to reject any or all proposals or any portion without exception or explanation.

D. Contract

The successful consultant will be required to enter into an agreement with the County involving Inyo County Standard Contract No. 116. The contract will specify the scope of service, schedule of work and a mutually agreed upon schedule of payment.

A copy of Inyo County Standard Contract No. 116 is attached as Exhibit A. All respondents are encouraged to review the contract and verify they can satisfy all requirements contained therein. Any concerns with the contract or any of its terms or requirements should be addressed in the submitted Proposal.

E. Contracting Preferences

Pursuant to Inyo County Code Chapter 6.06, Inyo County contracting preference for small and/or local businesses applies. To be eligible for the preferences, a business must provide a certification that it is a small and/or local business as defined by Inyo County Code § 6.06.020 with its bid.

F. RFP Protest

In the event a dispute arises concerning the request for proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Only a bidder who has actually submitted a Proposal is eligible to submit an appeal request/protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

1. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.

3. A violation of State or Federal Law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Nate Greenberg, Director
County of Inyo
P.O. Drawer N
Independence, CA 93526
ngreenberg@inyocounty.us

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable time frame prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

Exhibit A

(County of Inyo Standard Contract No. 116)

County of Inyo: Pre-Approved Accessory Dwelling Unit (ADU) and Single-Family Home Plan Designs

Proposal

**County of Inyo
Office of the County Administrator
1360 N. Main Street
Bishop, CA 93514**



Presented by:

Design Path Studio
100 Chesterfield Drive
Encinitas, CA 92007
p: 760-484-0253
e: yvonne@designpathstudio.com



31 March 2023

DESIGN PATH STUDIO

architecture + planning

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Attachment A - Resumes



A. COVER LETTER

31 March, 2023

County of Inyo
Community Development Department
c/o Meaghan McCamman
Assistant County Administrator
1360 N. Main Street
Bishop, CA 93514

Hello Meaghan,

Design Path Studio is honored to submit our proposal for the County of Inyo Pre-Approved Accessory Dwelling Unit (ADU) and Single-Family Home Plan Designs. This is an exciting program that will support all of your community's ongoing housing and resiliency efforts. By creating this program to assist the community with housing construction, we believe that property owners will be able to accomplish a completed project that might otherwise be intimidating or financially infeasible.

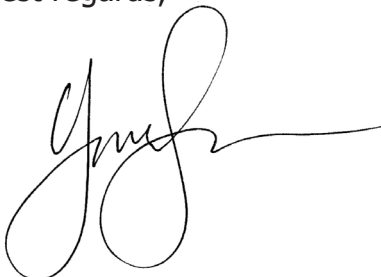
Design Path Studio understands the challenges of creating housing programs in California communities. The firm, founded by Yvonne St. Pierre, AIA, was selected by the City of Encinitas to design and develop the award-winning *Housing for Generations: Permit-Ready Accessory Dwelling Unit (PRADU) Program*. Design Path Studio's Geoffrey Plagemann, AICP, created and managed the Encinitas program during his time with the City, including the public outreach, design of program materials, and writing of the City's ADU Ordinances.

This experience, guided by our passion for flexible and affordable housing options, has led to opportunities to create similar programs for other municipalities, including the Town of Paradise and the County of Siskiyou as part of their recovery efforts from recent devastating fires. Our firm specializes in small-scale designs that create large-scale results for our clients. We are trim and efficient, with an exemplary record of completing projects on time and within budget. The quality of our work and loyalty of our client base is a testament of our ability to deliver exceptional quality with an easy style and professional manner.

We hope you enjoy reviewing our proposal and talking with our references. We believe that our team is uniquely qualified to help the County of Inyo develop a flexible program that will help add much needed attainable housing that also represents the vernacular of the community.

We thank you for your time and consideration, and look forward to hearing from you.

Best regards,

A handwritten signature in black ink, appearing to read 'Yvonne St. Pierre', with a long horizontal flourish extending to the right.

Yvonne St. Pierre, AIA, LEED AP
Owner | Architect
Design Path Studio

B. COMPANY PROFILE + QUALIFICATIONS

Firm: [Design Path Studio](#)
Owner - Yvonne St. Pierre, AIA, LEED AP
Founded - 2012
Type - S-Corporation
Employees: 6

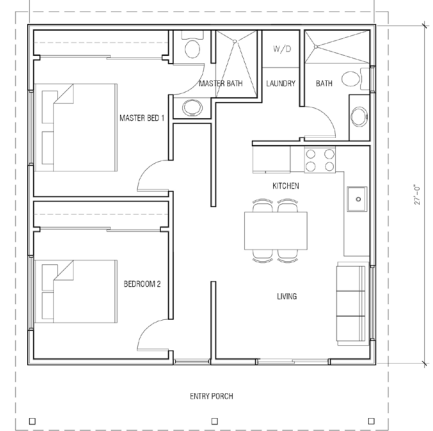
Contact: Geoffrey Plagemann, AICP
Director of Planning + Urban Design
304-951-1184
geoffrey@designpathstudio.com

Design Path Studio is an award-winning planning and architecture firm located in Encinitas. Our team develops innovative ADU programs, creates progressive ADU ordinances, and is an ADU policy advisor for municipalities across the country. The firm's management, Yvonne St. Pierre and Geoffrey Plagemann, have established themselves as leaders on the topics of ADU theory, law, and design.

Our firm has worked with communities across California to create pre-approved plan programs and guidance materials, including one of the first in the state: the Encinitas *Permit Ready Accessory Dwelling Unit (PRADU) Program*, which was awarded the *Helen Putnam Award for Innovative Housing Excellence* from the California League of Cities. That program, now in its fifth year of implementation, has become a precedent used throughout California and nationwide. Links to the complete plan sets can be found in the References section of this proposal.

In creating these programs over the last five years, our team has developed a catalogue of over 120 permit-ready designs. Our plans range from 300 sf to 1,200 sf, can be adapted to any architectural style, have included universal and ADA design standards, and allow for wall, fenestration, and materials options. If selected, our team will build on this experience to tailor a set of plans that meet the aesthetic and practical needs of Inyo County residents. We have witnessed our programs help property owners build housing for multi-generational family members, generate additional income, and provide housing for vulnerable and under-served residents.

Design Path Studio is driven by our passion to improve communities and lives. It would be our privilege to be a part of the housing efforts in Inyo County.



B. COMPANY PROFILE + QUALIFICATIONS (cont.)

Yvonne St. Pierre, AIA, LEED AP | Principal Architect
License: C 34789 | p: 760-484-0253

Since graduating with her architecture degree from Woodbury University in 2004, Yvonne has gained experience in working with clients and city agencies to create projects that better her client’s lives. Her career began in 1999, working for various architecture firms while obtaining her architecture degree. Through this training and hard work she was recognized by her University for her leadership and services, and was awarded the Alpha Rho Chi medal for her graduating class. Her 5th year thesis work was recognized by the American Institute of Architects San Fernando Valley Chapter and was granted their award for Architectural Achievement. She became a LEED Accredited Professional in 2009, a California Registered Architect (License Number C 34789) in 2014, and is a member of the AIA San Diego Chapter. Yvonne and her husband J.P. live in coastal Leucadia, and enjoy getting outdoors with their two bright, young, and energetic boys.

Geoffrey Plagemann, AICP - Principal Planner
Certification: 027656 | p: 304-951-1184

With over 16 years of experience in urban/architectural design and city/environmental planning, Geoffrey has developed an eye for visionary plans. He worked in both the public and private sectors in Florida, West Virginia, and California, and has a Master of Architecture from the University of Tennessee, and a BS in Environmental Regional Planning from UW-Stevens Point. He has impeccable citizen and employee management skills, and is a driven leader who has spoken as a guest lecturer and presenter across the country. Geoffrey is also an involved employee and community member, active with the local chapters of the American Planning Association, American Institute of Architects, and as a head coach for his sons youth football and soccer teams.

Please see full resumes for additional experience

ORGANIZATIONAL CHART	EXPERIENCE
Architect	20+ years of experience, eleven pre-approved ADU programs
Planner	16+ years of experience, eleven pre-approved ADU programs
Structural Designer	10+ years of experience, eleven pre-approved ADU programs
Designer	2+ years of experience, nine pre-approved ADU programs
Drafter(s)	1-2 years of experience, nine pre-approved ADU programs
Assistant/Intern(s)	Varied levels of experience

C. APPROACH

Design Path Studio (consultant) has prepared the proposed Scope of Services base on our understanding of the project description provided in the RFP. All plans will be designed to meet or exceed 2022 Building Code Standards. Based on our firm's experience with similar projects, we are confident that the proposed scope and time frame can be accomplished. Design Path offers in-house engineering and energy calculations. All plans and calculations will be reviewed by our team prior to submittal for official review. Design Path's management team of Yvonne St. Pierre and Geoffrey Plagemann will oversee the work of all team members to ensure a quality product that is delivered on time and on budget. Consultants will meet with Staff on a monthly basis to track progress.

Pre-Approved ADU and Single-Family Home Plan Designs

To be consistent with standard professional practice we propose the following design plan in order to refine the designs while working with Staff. This allows Staff to think through the design and any factors impacting the integration of the prototype design with existing conditions that cannot be predicted.

Task 1-3: Pre-Approved ADU and Single-Family Home Plans (22 weeks)

A: Schematic Design

Deliverables: Floor Plans, Elevations

- a. Evaluate the minimum square footage requirements for each space in the proposed unit types including, kitchen, living room, bedroom(s), and bathroom(s), as applicable.
- b. Consult with Staff to develop an understanding of how homeowners can easily modify the plans to accommodate an ADU on their existing property. By identifying prominent architectural styles within the community, our goal is to provide options for incorporating the ADUs into various existing conditions while complying with current zoning and building codes.
- c. Create seven to fourteen conceptual floor plans, each with three corresponding architectural styles for Staff review and comment. We will present these designs in the form of sketches and virtual models to help visualize the different concepts in an efficient manner, and then select which of these concepts will be developed into the final set of plans.

B: Design Development

Deliverables: Floor Plans, Elevations, and Building Sections

- a. Refine the selected floor plans and architectural styles in CAD with necessary clearances, dimensions, and life safety aspects required by the current codes.
- b. Generate building elevations and sections which correspond to each floor plan and architectural style.
- c. Evaluate and incorporate standard conventional framing details on a conceptual level for each dwelling type. A conscious effort will be made to standardize the construction details for use by all residents.

- d. Incorporate Wildland Urban Interface (WUI) requirements and evaluation additional wildfire resiliency construction methods on a conceptual level for each dwelling type.

C: Final Building Plan Set

Deliverables: Final Set of Building Plans

- a. Cover Sheet in a fillable PDF format for users to input their site-specific information along with all relevant County information, plan notes, and sheet index.
- b. Site Plan Sheet with examples and guidance on what information is required for plan review.
- c. Dimensioned floor plans, including reverse floor plans, will be provided to indicate size of rooms, necessary clearances, ADA/universal design standards, door and window identification for corresponding schedules, room type identification, finish materials, and key notes for clarification and coordination with corresponding sheets in the plan set.
- d. Roof plans indicating overall design, direction of slope, roof pitch, various Class A roofing material options listed to integrate with the different site specific existing conditions, eave details, and venting calculations.
- e. Building Sections will indicate conventional framing methods and member sizes as determined in the design development phase and as shown in the structural framing plans. Building details and materials will be called out which will comply with minimum Title 24 energy standards.
- f. Exterior elevations will show proposed building materials, heights, door and window identification markers, key note and details call-outs for clarification and coordination with building section. Optional exterior finish material and details will be provided as a way to customize the exterior façade to express individual owners' tastes and integration with community character
- g. Foundation plan with conventional design for footings and slab construction.
- h. MEP Plans with service and panel information and required sizing diagrams.
- i. Title 24 energy calculations will be provided based on the size of the unit, door and window openings, roof overhangs, and thermal mass and insulation as designed for the final plans. Energy calculations will be generated using all cardinal points and will be modified by the consultant herein for a nominal fee for updates to site specific conditions or any changes to the fenestration (door and window) sizes.

D: Department Reviews and Revisions

Deliverables: Comprehensive Set of Building Plans

- a. Based on final Staff input, consultant will prepare a final set of building plans to be submitted to County Departments for review comments.
- b. Based on Department review comments, consultant shall make final revisions and submit final documentation for building plans.

Task 4: Meetings + Presentations (project duration)

Deliverables: Schedules, Agendas, Minutes, and Findings

- A. Consultant shall attend a kick-off meeting with Staff to refine the scope of services, timeline, steps for completion of dwelling materials and building plans. The kick-off meeting will establish protocols for communication, progress meetings, and clarify project objectives and deliverables.
- B. Consultant shall research and collect data to understand the program vision and objectives.
- C. Consultant will schedule, prepare agendas, and draft minutes for all team progress meetings (to be scheduled based on plan progression).

Task 5: Publication-Ready Plans, Images, and Materials (4 weeks)

Deliverables: High-resolution model and floor plan images

- A. Renderings of final dwelling designs will be provided as part of the final building plan set as a way to clearly show the design intent. This will help the County promote the program and help homeowners visualize what the completed dwellings will look like with exterior material options.
- B. Consultant will prepare an ADU guide that will assist applicants with ADU regulations and how to use the pre-approved design program.

Task 6 (as-needed service outside of scope for this RFP): 2025 Code Compliance Revision (4 weeks)

Deliverables: Revised final building plan sets based on 2025 Code Update

- A. Consultant will review the 2025 Code updates and revise all final building plan sets for compliance with the 2025 California Residential Code, California Code of Regulations, Title 24, Part 2.5 in order to extend the viability of the program through 2028.

D. REFERENCES + PROJECT EXPERIENCE

Project Specific Experience (1 of 6)

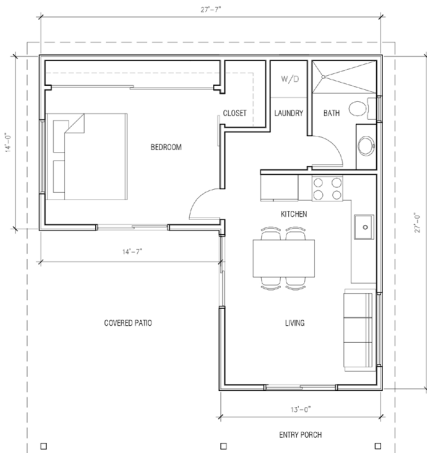
City of Encinitas: [Permit-Ready ADU Program](#) and [ADU Guidebook \(2018-2020\)](#), [Plan Updates \(2021\)](#), [Green Building Code Updates \(2022\)](#), [2022 Building and Energy Code Update \(2022\)](#)

In 2019, Design Path Studio was selected as an architect of record to help create the Encinitas Permit Ready Accessory Dwelling Unit (PRADU) Program which encourages the construction of ADUs by offering property owners a selection of pre-approved building plans that can be downloaded from the City's website for free. The plans include customizable options for variations in exterior materials and fenestrations to express individual owners' tastes and respect community character. Design Path worked with City Staff to develop the program, including four sets of ADU plans, and assisted with the public outreach through presentations and marketing materials. The program was awarded the 2019 Helen Putnam Award for housing innovation from the League of California Cities.

[Link to Studio \(350 sf\) Plan Set](#)

Contact: Roy Sapa'u - Director of Planning
(760) 633-2734
rsapau@encinitasca.gov

[Link to One Bedroom \(555 sf\) Plan Set](#)



Project Specific Experience (2 of 6)

City of Menifee: [Pre-Approved ADU Plans](#) and [ADU Guidebook](#) (2020 - 2022)

Design Path Studio was selected to create a permit-ready ADU program for the City of Menifee. The permit-ready ADU program includes eight sets of building plans with four customizable architectural styles, and options for different porch elements. The plans will be available to download for free from the City's website. An ADU Guidebook to assist homeowners through the ADU process is being developed concurrently.

[Link to Two Bedroom A \(910 sf\) Plan Set](#)

Contact: Doug Darnell - Senior Planner
(951) 723-3744
ddarnell@cityofmenifee.us

[Link to Three Bedroom A \(1,200 sf\) Plan Set](#)



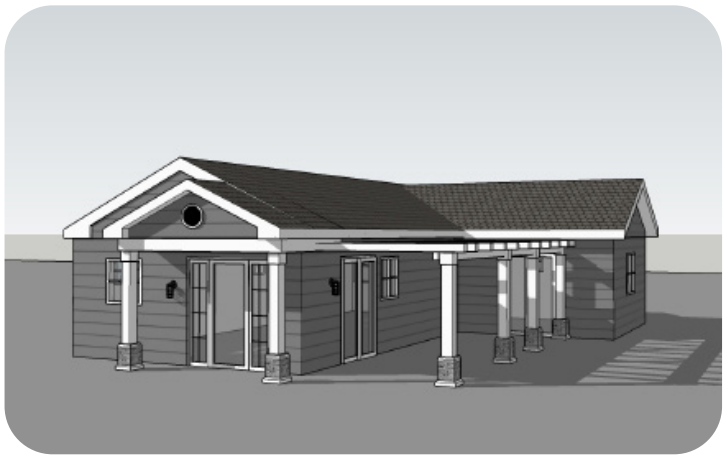
Project Specific Experience (3 of 6)

City of Temecula: Permit-Ready ADU Program (2021 - 2023)

Design Path Studio was selected to create a permit-ready ADU program for the City of Temecula. The permit-ready ADU program includes five sets of building plans, each with an ADA accessible alternative. Each plan is available in three architectural styles with customizable exterior options for residents to choose from. The plans will be available to download for free from the City's website.

Client: City of Temecula

Contact: Brandon Rabidou
Principal Management Analyst
(951) 506-5142
brandon.rabidou@TemeculaCA.gov



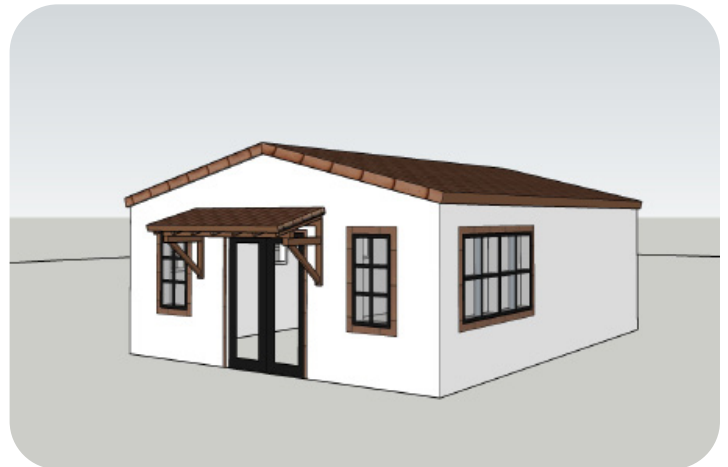
Project Specific Experience (4 of 6)

City of Chino: Pre-approved ADU Plans (2021 - 2022)

Design Path Studio was selected to create a permit-ready ADU program for the City of Chino. The permit-ready ADU program includes three sets of building plans with three architectural styles to choose from, and include customizable exterior options for residents to tailor their designs. The plans will be available to download for free from the City's website.

Client: City of Chino

Contact: Warren Morelion - City Planner
(909) 334-3332
wmorelion@cityofchino.org



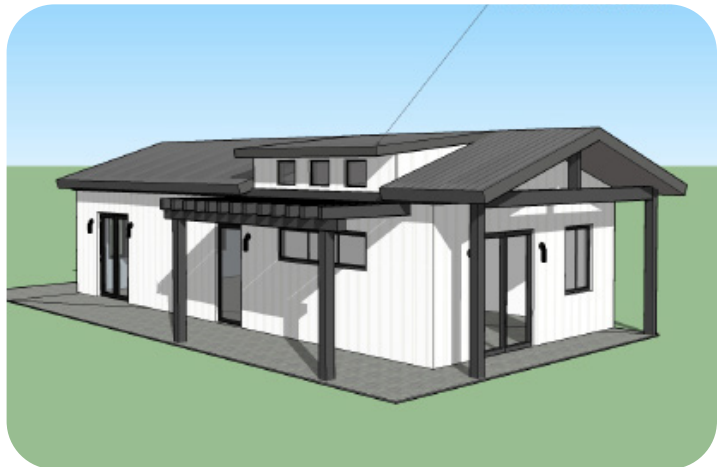
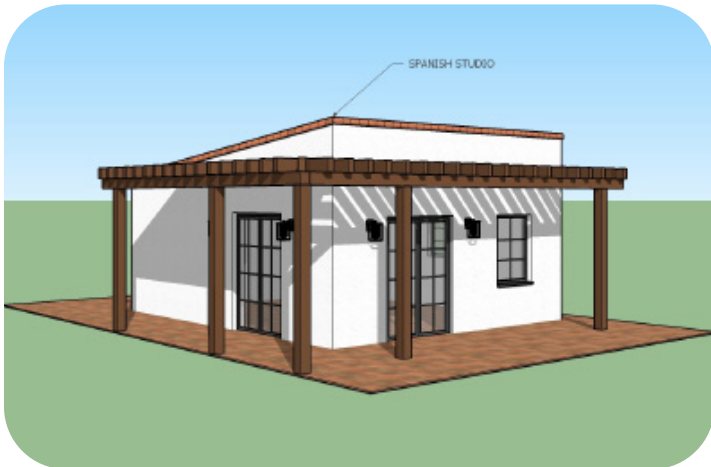
Project Specific Experience (5 of 6)

City of Carlsbad: Permit Ready ADU Program (2021 - present)

Design Path Studio has been selected to create a permit ready ADU program for the City of Carlsbad. The permit ready ADU program includes four sets of floor plans with interior options. The plans offer three architectural styles to choose from, including a modern farmhouse, a contemporary Spanish, and a California contemporary. The complete plans and will be available to download for free from the City's website.

Client: City of Carlsbad

Contact: Shelley Esteybar Glennon
Associate Planner
(442) 339-2605
shelley.glennon@carlsbadca.gov



Project Specific Experience (6 of 6)

Town of Paradise: ADU Prototype Plans (2022 - present)

Design Path Studio has been selected to create prototype ADU plans for the Town of Paradise. The ADU Prototype Plans include four different floor plans with interior options. Three architectural styles are in development, including a modern farmhouse, a contemporary shed, and a modern alpine cabin. As part of the rebuilding efforts after the 2018 Camp Fire, the Town is providing the complete plans to residents at no cost.

Client: Town of Paradise

Contact: Susan Hartman
Community Development Director
(530) 872-6291 x424
shartman@townofparadise.com



E. PRICE PROPOSAL

RFP PRE-APPROVED ACCESSORY DWELLING UNIT (ADU) AND SINGLE-FAMILY HOME PLAN DE-SIGNS

Design Path Studio Proposal

PROJECT PRICE PROPOSAL + SCHEDULE: County of Inyo

		2023														
Task	Responsible Party	Estimated Hours	Estimated Total Cost	J	F	M	A	M	J	J	A	S	O	N	D	Deliverable
1-3 Pre-Approved ADU + Single Family Plans																
A	Schematic Design	40	\$7,000													Schematic Floor Plans, Elevations, and Components
B	Design Development	120	\$21,000													Building Sections + Refined Floor Plans, Elevations, and Components
C	Final Building Plan Sets	180	\$31,500													Final Set of Building Plans
D	Department Reviews and Revisions	40	\$7,000													Comprehensive Set of Building Plans
4 Meetings + Presentations																
A	Project Kick-off County/Consultant	8	\$1,600													Agenda and meeting minutes
B	Project Research + Information Gathering	8	\$1,600													Presentation of findings
C	Team Meetings (Progress)	6	\$1,200													Agenda and meeting minutes
5 Publication Plans, Images, and Materials																
A	Publication Images and Materials	16	\$2,800													Renderings and final floor plans for publication
B	ADU Process Guide	36	\$6,300													
		Total Cost*:	\$80,000													
6 2025 Code Compliance Revisions (Not part of this scope. For information only.)																
A	2025 Building Code Update (estimate)	120	\$21,000													Revisions to all plan sets

HOURLY FEE SCHEDULE	RATE
Architect	\$225/hr
Planner	\$175/hr
Structural Designer	\$150/hr
Project Manager	\$125/hr
Designer	\$100/hr
Drafter/Assistant/Intern	\$75/hr

Design Path Studio is a small firm and all team members will work on each phase of the project as required, except for Task 4 which will only include our management (Architect and Planner).

On average, 82% of Design Path Studio hourly rates go towards salary and overhead. However, each project varies, and this project will operate under much tighter budgetary parameters.

F. ACKNOWLEDGMENT OF DISCLOSURES + INSURANCE

Design Path Studio acknowledges the County's request for relationship disclosures and insurance requirements. Design Path Studio has had no current or previous relationships with the County or County Staff. The insurance requirements listed in the RFP are similar to other municipal contracts that Design Path Studio have entered into. Final contact language and proof of insurance can be discussed upon notification by the County of Inyo of the intent to award the contract to Design Path Studio and prior to final contract.


G AUTHORIZED REPRESENTATIVE

I, Yvonne St. Pierre, as the Owner of Design Path Studio, certify that I am authorized to represent the firm, and further certify that Geoffrey Plagemann is also authorized to act as a representative on behalf of Design Path Studio for the purpose of this RFP.

This RFP shall remain valid for a period of not less than 120 days from the date of submittal. All information submitted within this proposal is true and correct. We appreciate the opportunity to present our experience and be considered for the County of Inyo Permit-Ready Dwelling and Accessory Dwelling Unit Plans Program.



Yvonne St. Pierre, AIA, LEED AP
Owner | Architect
Design Path Studio



Geoffrey Plagemann, AICP
Director of Planning + Urban Design
Design Path Studio



Yvonne St. Pierre, AIA, LEED AP

Architect, Photographer, Sketcher, Traveler, and Nature Lover

Since graduating with her architecture degree from Woodbury University in 2004, Yvonne St. Pierre has gained experience in working with clients and city agencies to create projects that better her clients' lives. She began her career in 1999 working for various architecture firms while obtaining her architecture degree. Through this training and hard work she was recognized by her University for her leadership and services, and was awarded the Alpha Rho Chi medal for her graduating class. Her 5th year thesis work was recognized by the American Institute of Architects San Fernando Valley Chapter and was granted their award for Architectural Achievement. She became a LEED Accredited Professional in 2009 and a California Registered Architect (License Number C 34789) in 2014 and is a member of the AIA San Diego Chapter

Experience

Design Path Studio | Encinitas, California

Principal Architect

Owner/architect responsible for obtaining clients, creating project budgets, design development, construction drawings, and construction support services with professional standard of care. Primary focus on determining goals through client communication and ultimately responsible for delivering final drawings for governmental approval. 2012-present

Ziebarth Associates | San Diego, California

Project Manager + Planning Coordinator

Involved in various commercial retail projects with an emphasis on planning, entitlement, construction documents and design presentations. Responsibilities include coordination of planning documents and presentation drawings for design review and planning commission hearings in various San Diego cities. Managed projects and created construction documents for retail, restaurants, and renovation of existing and new commercial buildings. 2005-2012

Jack B. Smyer II, AIA | Solana Beach, California

Project Manager + Designer

Project designer and management of custom residential projects. Responsibilities include meeting with clients, schematic design, design development, construction documents, coordinating engineering drawings and construction administration. 2002-2005

Madeline Speer Associates | San Francisco, California

Job Captain

Coordinated store planning information from merchandisers for construction documents in Federated Dept Stores. Developed interior elevations, details and construction documents for retail tenant improvements. 1999-2001

O'day Consultants Civil Engineering | Carlsbad, California

AutoCAD Drafter

Created preliminary and final drawings for new road and utility development. Coordinated and integrated topographical design from design engineers. 1998-1999

Education

Woodbury University | San Diego, California

BArch (5-year) 2004

Thesis award for Architectural Achievement from the American Institute of Architects San Fernando Valley Chapter. 2004

Awarded the Alpha Rho Chi medal for leadership and services. 2004

City College of San Francisco | San Francisco, California

Architecture + General Education (1999-2000)

Mira Costa College | Oceanside, California

General Education (1997-1999)



G Street, rendering

Summary of Qualifications

- Registered Architect in the state of California (License Number C 34789) since 2014
- LEED AP accredited professional since 2009
- AutoCAD, Revit, Sketchup, Photoshop
- Code Analysis, Discretionary Approvals, Permitting and Processing
- Project proposals, budgeting, and project management
- Site planning, building schematic design, design development, construction drawings, and construction support services
- Construction documents for new commercial construction, tenant improvement, residential and commercial remodels, and new custom residential
- Coordination with engineers and various consultants for integration with architectural drawings
- Client communication and coordination for design development and construction support



Historic Beach Cottage Preservation and Renovation

Selected Works



Mammoth Lakes Residence



Ford Residence



Machado Residence and ADU



St. Pierre ADU



Geoffrey Plagemann, AICP

Urbanist, City Planner, Architectural Designer, Photographer, Painter, Tree Hugger, and Animal Lover

“Growing up in Wisconsin, my family fostered a love of nature through outdoor activities like skiing, mountain biking, kayaking, and camping. With friends I have enjoyed learning guitar, photography, and an appreciation for the culinary arts. My passion for exploration and travel has lured me across the U.S., and into parts of Europe and China. This love for travel led me to starting my career in Florida, graduate school in Tennessee, joining my wife in West Virginia, and pursue a dream in California. Having spent sixteen years working in both the public and private sectors, I believe that great spaces are made through open collaboration and creative problem solving. I am always looking to dive into new environmentally and socially conscience projects.”

Experience

Design Path Studio (formerly checkerboardSTUDIOS) | Encinitas, California

Partner | Director of Planning + Urban Design | Architectural Designer

Founder and manager of all operations of the creative agency with an emphasis on urbanism, architectural design, and photography. Contracted with Ed Weber Architects on multiple residential and commercial architecture projects. 2012-present

City of Encinitas Development Services Department | Encinitas, California

Associate Planner IV

Creator of the innovative PRADU Program - winner of the 2019 Helen Putnam Award; project manager for the Encinitas Active Transportation Plan and follow-up Implementation Plan; project manager for the Cross-Connect bike and pedestrian rail corridor project; drafted Accessory and Junior Accessory Dwelling Unit (ADU) Ordinances; and project planner for the North Coast Highway 101 Leucadia Streetscape - a 2.2 mile, \$30 million, transportation corridor enhancement project. 2017-2021

City of Charleston Planning Department | Charleston, West Virginia

Neighborhood Planner

Coordinator for new comprehensive plan: *Imagine Charleston*; manager and liaison for Charleston Historic Landmarks Commission; contributor to *Bike & Trail Master Plan*; and drafted new Urban Agriculture Ordinance. Additional leadership: Mayor’s Strong Neighborhoods Task Force, GIS Committee, West Side Main Street, West Side Neighborhood Association, and Wayfinding Committee. 2011-2015

HCG Design | Stuart, Florida

Planner

Managed development proposals; collaborated with design team on community and hospitality master plans; prepared applications; drafted county land use and zoning ordinances; presented projects during commission meetings and public charrettes. 2005-2007

Martin County Growth Management Department | Stuart, Florida

Planner II + Planner I

Promoted Planner II after eight months. Lead coordinator for major and minor development review applications; presented projects to County Commissioners and review committees; counseled public with land use and zoning issues; assisted addressing coordinator and integrated system into GIS. Volunteer member of Emergency Operations Center for hurricanes Francis and Jeanne. 2004-2005

Education

University of Tennessee | College of Architecture and Design, Knoxville, Tennessee

Master of Architecture 2010

Beijing Studio: including two weeks in China collaborating with Tsinghua University. Spring 2009

UT Solar Decathlon, Living Light: Design, fabrication, and construction of the 2011 UT Solar Decathlon entry. Summer 2009

Grand Tour-Iberian Peninsula: Sketchbook based study tour of Portugal and Spain. Summer 2008

UW-Stevens Point | College of Natural Resources, Stevens Point, Wisconsin

Bachelor of Science: Environmental Planning, 2003

Minors: Natural Resources and Geography

Football Team, 1998-2003

Planning Club, 2000-2003: President, 2002-2003

Ski and Snowboard Club, 1999-2003: President, 2002-2003; Vice President, 2001-2002



Spanish Cathedral, watercolor, 2008

Speaking Engagements

Everything ADU - Nadia on the Run | YouTube

Guest on the Nadia on the Run webisode series to discuss the benefits for homeowners of building an ADU, including a "how to" on state and local regulations, working with design professionals, and navigating the permitting process. 2019

Housing for Generations: ADUs in Encinitas - San Diego County Vital Aging 2019 | Escondido, California

Invited to present the award winning *Housing for Generations* program to showcase one of the efforts made by the City of Encinitas to address the housing crisis and to highlight the versatility and benefits of accessory dwelling units (ADUs). 2019

Plan-imated: A Manifesto On Why the Best Movies About Planning Come From Pixar - SDAF PechaKucha Night, V. 32 | San Diego, California

Presented at San Diego Architecture Foundation (SDAF) event, which coincided with the 2018 APA California Conference, a lighthearted look at why planners should study films like architects do. 2018

Rethinking OB: Newport Avenue and Beyond, AIASD Archtoberfest | San Diego, California

Co-moderator of a three-person panel on the future of Newport Avenue and Ocean Beach, the first ever Archtoberfest event in Ocean Beach. 2016

Top-O-Rock: Preservation and Design, Friends of Top-O-Rock | Charleston, West Virginia

Panel member for a discussion on historic preservation in West Virginia, and a juror for a design competition on how to adaptively re-use an architecturally significant, landmark house. 2015

Growing Support: Charleston's Urban Ag Ordinance, WV Urban Ag Conference | Institute, West Virginia

Opening day speaker for the inaugural state conference, on the writing and approval processes employed to create Charleston's Urban Agriculture Ordinance, the first of its kind in the state. 2014

Re-think | Re-use | Redevelop, West Virginia State University | Institute, West Virginia

Guest speaker, as part of a course on Architectural History, on the importance of adaptive reuse in historic preservation, and the roll designers play in creating innovative and unexpected design solutions. 2012

Planning Florida, University of Wisconsin-Stevens Point | Stevens Point, Wisconsin

Invited by former advisor and professor to speak on my experience moving cross-country, beginning my career in Florida in both the public and private sectors, and discussing the realities of the planning profession vs. academia. 2006

Community

American Planning Association | San Diego, CA

American Institute of Certified Planners, 2015-current;
APA national and local member, 2004-current

Unravel Pediatric Cancer | San Diego, CA

Event volunteer and photographer, 2016-current

American Institute of Architects-San Diego | San Diego, CA

Urban Design Committee, 2016-2018

Peninsula Community Planning Board | San Diego, CA

Community activist, 2016-2018

Ocean Beach Planning Board | San Diego, CA

Community activist, 2016-2018

Ocean Beach Mainstreet Association | San Diego, CA

Business Owner | Member of the Design Committee, 2016-2017

West Side Neighborhood Association | Charleston, WV

Board Member: Events organizer and promoter, 2013-2015

E.E. Bazaar-Artisan + Farmers Market | Charleston, WV

Chairperson | Architectural Designer | Construction/ Site Manager, 2012-2015; East End Main Street 2014 Volunteer of the Year

West Side Main Street | Charleston, WV

Member of the Design Committee: Branding, design review, and art installations, 2011-2015

Projects

Cross-Connect | Encinitas, CA

Permit-Ready Accessory Dwelling Unit Program | Encinitas, CA

North Coast Highway 101 - Leucadia Streetscape | Encinitas, CA

Encinitas Active Transportation Plan | Encinitas, CA

ADU and JADU Ordinances | Encinitas, CA

Building A Climate Friendly San Diego From the Ground Up | San Diego, CA

Rethinking Newport Avenue | San Diego, CA

Uphill House Design | Ashland, KY

Thomas Residence Historic Addition | Charleston, WV

Odd Fellows Building Rehab Evaluation | Charleston, WV

Bike & Trail Master Plan | Charleston, WV

Imagine Charleston Comprehensive Plan | Charleston, WV

East End Bazaar Artisan & Farmers | Charleston, WV

MVB Bank, Planning and Schematic Design | Charleston, WV

Luna House Design | Charleston, WV

Gallery 64 Art Park, Planning and Design | Charleston, WV

Big Belly Recycling Campaign | Charleston, WV

Curry Residence Historic Addition | Charleston, WV

Co-founder of Be Cool Charleston, Social Hub | Charleston, WV

Urban Agriculture Ordinance | Charleston, WV

Demolition Delay Ordinance | Charleston, WV

Juried artist for Pier Mural Painting | Charleston, WV

Kanawha Trestle Trail Bridge, Funding Proposals | Charleston, WV

Solar Decathlon Design and Construction | Knoxville, TN

Indiantown Commerce and Technology Park Planning | Indiantown, FL

Isles of Athena, 5,800-acres, 13,000 Residential Units | North Port, FL

Indiantown PUD, 574-acres, 1,650 Residential Units | Indiantown, FL

Pitchford's Landing, 18-acres, 84 Residential Units | Jensen Beach, FL

Indian River Drive, Development Writing | Jensen Beach, FL

AGREEMENT BETWEEN COUNTY OF INYO

AND Design Path Studio
FOR THE PROVISION OF Pre-Approved ADU and Single Family Home Plan Design SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the ADU and Single Family Design services of Design Path Studio of Encinitas, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from June 6, 2023 to December 31, 2023 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Eighty Thousand Dollars

(\$80,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Inyo County Administration</u>	Department
<u>PO Drawer N</u>	Address
<u>Independence CA 93526</u>	City and State

Contractor:	
<u>Design Path Studio</u>	Name
<u>100 Chesterfield Drive</u>	Address
<u>Encinitas, CA 92007</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Design Path Studio
FOR THE PROVISION OF ADU and Single Family Home Plan Design **SERVICES**

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


COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By: 
Signature
YVONNE ST PIERRE
Print or Type Name

Dated: 6/19/23

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Design Path Studio

FOR THE PROVISION OF ADU and Single Family Home Plan Designs **SERVICES**

TERM:

FROM: June 6, 2023 **TO:** December 31, 2023

SCOPE OF WORK:

Please see the document titled "Attachment A" for the Scope of Work for this project.

Attachment A
Scope of Work
Agreement between the County of Inyo and Design Path Studio for the Provision of
ADU and Single Family Home Plan Design Services
From June 27, 2023 to December 31, 2023

Contractors proposal is attached hereto and incorporated herein to the extent not in conflict or inconsistent with the express terms of this agreement and the language below.

Design:

- Contractor shall attend a Kick Off meeting with Inyo County staff to refine the scope of services, timeline, and steps for completion of building plans.
- Contractor shall develop at least twelve (12) conceptual floor plans, each with up to three corresponding architectural styles.
- Contractor will provide County staff with at least twelve (12) conceptual floor plans, each with up to three corresponding architectural styles for County staff review and provide direction to Contractor.
- Contractor will virtually (or in person if it so desires) attend a meeting of the Inyo County Board of Supervisors ("Board") to provide a preview of the conceptual designs and gather feedback from the Board.
- Contractor shall provide at least twelve (12) finalized building plan sets, compliant with all applicable federal, state, and local laws and regulations, incorporating the final feedback from County staff within four weeks after receiving direction from County Staff and Board.
- Contractor will prepare an ADU guide that will assist applicants with ADU regulations and how to use the pre-approved design program.

Notwithstanding the language set forth in Section 7 County Property (B), the Architect may use the materials, photograph, or make artistic recordation of the Project for use in promotional or professional materials, without including any confidential information of the Owner. The Owner shall provide professional credit in its promotional materials to recognize the design by and Instruments of Service furnished by the Architect at this Project.

Neither this Agreement nor any exhibit thereto is intended to or shall vest any rights to any third party including, but not limited to, the public at large, any public entity, Owner's Consultants, Contractors, Sub Contractors, Vendors, Sureties, Insurers, Lenders or any other person or entity with an interest in the Project.

The Parties agree to meet, in person, within 7 calendar days written notice, with each other, to resolve any dispute(s). In the event any dispute continues, the parties agree to Mediation before a mutually selected Mediator within 30 days following the in-person meeting and share the costs equally.

This Agreement is made and shall be interpreted under the laws of the State of California.

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if and to the extent that such failure or delay is caused by a Force Maejure. For the purpose of this Agreement, a Force Maejure is defined as the following: acts of war, terrorist attacks, epidemics, pandemics, death, supply chain delay or disruption, loss of energy or power, fire, floods, sea level rise, labor strikes, riots, crime or property theft, acts of God, natural disasters, governmental shut-downs or interruptions, and inability of Architect to process plans due to delays at building departments or governmental entities.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Design Path Studio

FOR THE PROVISION OF ADU and Single Family Home Plan Design **SERVICES**

TERM:

FROM: June 6, 2023

TO: December 31, 2023

SCHEDULE OF FEES:

Total contract amount is for \$80,000.

Notwithstanding the language set forth in Section 3. Consideration (E), the payment amount will be invoiced by the Architect and paid by the owner within 30 days of invoice in two lump sum payments:

50% (\$40,000) shall be paid upon invoice after the completion of Design Process 3: Submission of Final Draft Building Plan Set.

The second 50% (\$40,000) shall be paid upon invoice after the completion of Design Process 5: Submission of Publication-Ready Plans, Images, and Materials

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Design Path Studio

FOR THE PROVISION OF ADU and Single Family Home Plan Design **SERVICES**

TERM:

FROM: June 6 2023

TO: December 31, 2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2023 Insurance Requirements for Professional Services – ADU Plan Design

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Professional Liability:** Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate.
2. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
1. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.*
2. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *Provision may be waived if Vendor/Consultant provides written declaration of the following: (a) Vendor/Consultant has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Vendor/Consultant agrees to verify proof of coverage for any subVendor/Consultants, and (c) Vendor/Consultant agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.*

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

OTHER INSURANCE PROVISIONS

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

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

Attachment C: 2023 Insurance Requirements for Professional Services – ADU Plan Design

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

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

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$50,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

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

**Attachment C: 2023 Insurance Requirements for
Professional Services – ADU Plan Design**

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

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

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

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

-end-



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 11, 2023

Reference ID:
2023-3813

County Office of Emergency Services Overview County Administrator - Emergency Services NO ACTION REQUIRED

ITEM SUBMITTED BY

Mikaela Torres, Emergency Services Manager

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

Receive a presentation from the County Office of Emergency Services.

BACKGROUND / SUMMARY / JUSTIFICATION:

This presentation will provide your Board with an overview of the County OES, including key accomplishments in the past year, as well as future projects/initiatives.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Mikaela Torres

Created/Initiated - 5/22/2023

Darcy Ellis
Mikaela Torres

Approved - 5/23/2023
Final Approval - 5/23/2023



INYO COUNTY BOARD OF EQUALIZATION

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. 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 may do so 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.

Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us.

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

July 11, 2023

1 P.M.

1. **Election of Officers** – The Board of Equalization will elect a Chairperson and Vice Chairperson for calendar year 2023.
2. **Minutes** – Request Board approve the minutes of the November 29, 2022 Board of Equalization meeting.
3. **Oaths** – The Assistant Clerk of the Board will administer oaths to all parties planning to provide testimony during today's proceedings, as well as anyone who will give evidence during the assessment appeal hearing.
4. **Assessment Appeal Hearing** to consider Assessment Appeal No. 2021-08 concerning Assessor Parcel No. 005-112-01, filed by Wing F. Leung.
5. **Adjourn**

MINUTES

County of Inyo Board of EQUALIZATION

November 29, 2022

The Board of Equalization of the County of Inyo, State of California, met in regular session at the hour of 8:30 a.m., on Tuesday, November 29, 2022, in the Board of Supervisors Room, at the County Administrative Center, in Independence, with the following Board Members present per California Assembly Bill 361: Vice Chair Jennifer Roeser, presiding, Jeff Griffiths, Rick Pucci, and Matt Kingsley. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, Assistant Clerk of the Board Darcy Ellis and Office Clerk Hayley Carter. Absent: Dan Totheroh.

Minute Approval Moved by Supervisor Kingsley and seconded by Supervisor Pucci to approve the minutes of the Board of Equalization meetings of October 25, 2022. Motion carried unanimously 4-0, with Supervisor Totheroh absent.

Oaths The Assistant Clerk of the Board administered oaths to Ms. Allison Krohn, Auditor-Appraiser with the Assessor's Office, Assessor David Stottlemire, and Lonnie Clark and Pritesh Patel, representing the appellant.

Stipulation Agreements/Nos. 2020-02, 2020-04 Consultant Erik Endler, contracted by the Assessor, gave an overview of his findings to the Board. The Board members asked questions and Endler explained his approach.

The Board discussed and considered the following stipulation agreements:

1. Assessment Appeal No. 2020-02, concerning Assessor Parcel No. 0412800700 and submitted by Xanterra Parks & Resorts; and
2. Assessment Appeal No. 2020-04, concerning Assessor Parcel No. 0412800200 and submitted by Xanterra Parks & Resorts.

The BOE went into closed-door deliberations at 8:52 a.m. and returned to open session at 9:18 a.m.

Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to approve the stipulation agreements for the following appeals, triggering automatic withdrawal of applications nos. 2020-03, 2020-05, 2020-20, 2020-21:

1. Assessment Appeal No. 2020-02, concerning Assessor Parcel No. 0412800700 and submitted by Xanterra Parks & Resorts;
2. Assessment Appeal No. 2020-04, concerning Assessor Parcel No. 0412800200 and submitted by Xanterra Parks & Resorts

Motion carried 4-0 with Supervisor Totheroh absent.

Adjournment The Vice Chairperson adjourned the Board of Equalization meeting at 9:29 a.m.

Chairperson, Inyo County Board of Equalization

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing on the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Mail to: Inyo County Clerk of the Board
 County Administrative Center
 P.O. Drawer N
 Independence, CA 93526
 Phone (760) 878-0373

2021-08

APPLICATION NUMBER: Clerk Use Only
~~boatman168@YAHOO.COM~~
 EMAIL ADDRESS
 boatman168@yahoo.com

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME
LEUNG, WING F.

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)
PO BOX 414

CITY LONE PINE STATE CA ZIP CODE 93545 DAYTIME TELEPHONE (760) 608-0719 ALTERNATE TELEPHONE (760) 876-9229 FAX TELEPHONE ()

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL) _____ EMAIL ADDRESS _____

COMPANY NAME _____

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL) N/A

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX) _____

CITY _____ STATE _____ ZIP CODE _____ DAYTIME TELEPHONE () ALTERNATE TELEPHONE () FAX TELEPHONE ()

AUTHORIZATION OF AGENT AUTHORIZATION ATTACHED

The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.

The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE _____ TITLE _____ DATE _____

3. PROPERTY IDENTIFICATION INFORMATION

Yes No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable) 005-112-01 ASSESSMENT NUMBER (if applicable) 0051120100 ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable) _____

PROPERTY ADDRESS OR LOCATION 101 S. MT. WHITNEY DR. LONE PINE CA. 93545 DOING BUSINESS AS (DBA), if appropriate _____

PROPERTY TYPE SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX AGRICULTURAL POSSESSORY INTEREST

MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____ MANUFACTURED HOME VACANT LAND

COMMERCIAL/INDUSTRIAL WATER CRAFT AIRCRAFT OTHER: _____

BUSINESS PERSONAL PROPERTY/FIXTURES

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	142,762	120,000	RECEIVED SEP 13 2021 Inyo County Administrator Clerk of the Board via email 8:45 p.m. DE
IMPROVEMENTS/STRUCTURES	196,299	180,000	
FIXTURES			
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL			
PENALTIES (amount or percent)			

5. TYPE OF ASSESSMENT BEING APPEALED Check only one. See instructions for filing periods

- REGULAR ASSESSMENT - VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
 - SUPPLEMENTAL ASSESSMENT
*DATE OF NOTICE: _____ ROLL YEAR: _____
 - ROLL CHANGE ESCAPE ASSESSMENT CALAMITY REASSESSMENT PENALTY ASSESSMENT
*DATE OF NOTICE: _____ **ROLL YEAR: _____
- *Must attach copy of notice or bill, where applicable **Each roll year requires a separate application*

6. REASON FOR FILING APPEAL (FACTS) *See instructions before completing this section.*

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE
 - The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP
 - 1. No change in ownership occurred on the date of _____.
 - 2. Base year value for the change in ownership established on the date of _____ is incorrect.
- C. NEW CONSTRUCTION
 - 1. No new construction occurred on the date of _____.
 - 2. Base year value for the completed new construction established on the date of _____ is incorrect.
 - 3. Value of construction in progress on January 1 is incorrect.
- D. CALAMITY REASSESSMENT
 - Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
- E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
 - 1. All personal property/fixtures.
 - 2. Only a portion of the personal property/fixtures. Attach description of those items.
- F. PENALTY ASSESSMENT
 - Penalty assessment is not justified.
- G. CLASSIFICATION/ALLOCATION
 - 1. Classification of property is incorrect.
 - 2. Allocation of value of property is incorrect (e.g., between land and improvements).
- H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
 - 1. Amount of escape assessment is incorrect.
 - 2. Assessment of other property of the assessee at the location is incorrect.
- I. OTHER _____
 Explanation (attach sheet if necessary)

7. WRITTEN FINDINGS OF FACTS (\$160 per parcel)


- Are requested. Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND *See instructions.*

- Yes No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property - "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)	SIGNED AT (CITY, STATE)	DATE
	LONG BEACH, CA.	09-14-2021

NAME (Please Print)
WING F. LEUNG

- FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)
- OWNER
 - AGENT
 - ATTORNEY
 - SPOUSE
 - REGISTERED DOMESTIC PARTNER
 - CHILD
 - PARENT
 - PERSON AFFECTED
 - CORPORATE OFFICER OR DESIGNATED EMPLOYEE

Darcy Ellis

From: Wing Leung <boatman168@yahoo.com>
Sent: Monday, September 13, 2021 8:45 PM
To: Darcy Ellis
Subject: Re: property tax appeal form for Inyo County
Attachments: EPSON051.PDF

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.

Ms. Ellis,

Thank you for your speedy reply and the Appeal application form. Enclosed please find the signed Appeal application, if you have any questions, please feel free to contact me at your convenience. My cell phone # 760-608-0719, you can either text or call. Thanks again for your help and have a good day.

Sincerely,
Wing Leung

On Monday, September 13, 2021, 11:37:19 AM PDT, Darcy Ellis <dellis@inyocounty.us> wrote:

Mr. Leung,

Please find attached the form you requested. Be sure to get it in by 5 p.m. September 15, or at least have it postmarked by then. Instead of mail, you can also drop it off in person or email it to me.

Let me know if I can be of further assistance.

Darcy Ellis

Assistant Clerk of the Board/

Assistant to the CAO

P.O. Drawer N

Independence, CA 93526

(760) 878-0373

(760) 878-0292

From: Wing Leung [<mailto:boatman168@yahoo.com>]
Sent: Monday, September 13, 2021 11:32 AM
To: Darcy Ellis
Subject: property tax appeal form for Inyo County

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.

Ms. Darcy,

I was referring by Ms. Allison to contact you regarding getting an application in to formally appeal my property tax assessment.

Would you please let me know where and how to obtain this form. Thank you and have a good day.

Sincerely,

Wing Leung

Ref. Assessment # 0051120100

DECLARATION OF SERVICE

I am employed in the County of Inyo, I am over the age of 18 years and I am not a party to the within entitled action. My business address is **P.O. Box N, Independence, CA 93526.**

On **April 26, 2023**, I served the foregoing document(s) described as follows:

LETTER NOTIFYING TAXPAYER/AUTHORIZED AGENT OF TAX ASSESSMENT APPEAL HEARING; HEARING DATE CONFIRMATION NOTICE

on the following parties in said action, as shown below,


**WING F. LEUNG
P.O. BOX 414
LONE PINE, CA 93545**

by the following means:

- (By Mail) I personally deposited said envelope(s) with the United States Postal Service at **Independence**, California, with first class postage thereon fully prepaid.
- (By Mail) I deposited such envelope(s) in the mail at **Independence**, California. I am readily familiar with the County's practice whereby the mail, after being placed in a designated area, is given the appropriate first class postage and is deposited with the United States Postal Service on that same day.
- (By Certified Mail) I personally deposited said envelope(s) with the United States Postal Service at **Independence**, California, with first class postage thereon fully prepaid.
- (By e-mail) to the following: boatman168@yahoo.com.
- (By Personal Service) I caused such envelope(s) to be delivered personally to the office(s) of addressee(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: 4/26/23



Darcy Ellis, Assistant Clerk
Inyo County Board of Equalization



INYO COUNTY BOARD OF EQUALIZATION

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



April 26, 2023

Wing F. Leung
P.O. Box 414
Lone Pine, CA 93545

Re: Assessor Parcel No. 005-112-01

Dear Mr. Leung,

Please be advised that Application No. 2021-08 appealing the assessed valuation of the above referenced property has been set to be heard by the Inyo County Board of Equalization at 1 p.m. Tuesday, July 11, 2023, in the Board of Supervisors Room, located at the County Administrative Center at 224 N. Edwards, Independence, California.

This meeting is accessible to the public both in person and via Zoom webinar. 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.

If guidelines with regard to access to Board meetings change, you will be notified prior to your hearing.

At the date and time set forth above you must appear personally at the hearing or be represented by an agent who shall be thoroughly familiar with the facts pertaining to the matter before the Board. Any person, other than an attorney at law, purporting to act as an agent for you shall, prior to the hearing, file with the Clerk written authority, signed by you, to represent you at the hearing. An appearance by an officer or an employee of a corporate applicant or by a relative mentioned by Board of Equalization Rule 320 requires no written authorization. Failure to appear, personally or by an authorized agent, may result in your application being denied. If you are unable to attend the hearing as scheduled your application may be continued by the Board upon your showing of good cause. Good cause may be established only by a written statement signed by the applicant, or his authorized agent, setting forth the facts and circumstances explaining the inability to appear at the scheduled hearing. Such written declaration must be received by the Board of Equalization prior to the date and time of the scheduled hearing.

Denial of an application for lack of appearance of the applicant or his agent may be reconsidered when the applicant furnishes evidence of good cause for the failure to appear or to make a timely request for postponement and files a written request for reconsideration within a period not to exceed 60 days from the date of mailing of the notification of the denial due to lack of appearance.

Applicable law requires that you be provided notification of the following:

- 1. The Board of Equalization is required to find taxable value of the property in question from the evidence presented at the hearing.*

2. *The Board of Equalization can raise as well as lower or confirm the assessment being appealed.*
3. *The application for a reduction in the assessment of a portion of an improved real property, or a portion of installations which are partially real property and partially personal property, may result in an increase in the unprotested assessment of the other portion or portions of the property which increase will offset, in whole or in part, any reduction in the protest assessment.*

Neither the Assessor, Clerk of the Board of Equalization, members of the Board of Equalization, nor the Board's legal staff can provide you with legal advice or representation concerning this matter. Questions concerning the Inyo County Assessor's valuation of the property in question can be directed to the County Assessor by contacting him at P.O. Box J, Independence, CA 93526, or by telephone at (760) 878-0302. The Application for Changed Assessment will be provided to the Board of Equalization, *without attachments*. You should be prepared to provide your evidence, including any evidence or explanations you attached to the Application, to the Board at the hearing.

Please note that Inyo County charges a \$160 deposit per parcel for written findings of fact (the actual charge may be less or more). Findings may be requested at any time prior to the beginning of your hearing and the fees for this service should be paid before the hearing, but in any case, prior to the end of your hearing. However, if you withdraw your request for findings of facts by the end of the hearing, any fees paid will be refunded by the clerk. Your request, if not designated on the appeal application, can be made in a separate written request to the clerk, or orally on record just prior to the start of your hearing.

Requests for continuances or other correspondence to the Board of Equalization should be addressed to: Clerk of the Board of Equalization, County of Inyo, P.O. Drawer N, Independence, CA 93526; or dellis@inyocounty.us. The Clerk can be contacted at (760) 878-0373.

Included with this correspondence is a Hearing Date Confirmation Notice, which must be returned to the address listed in the above paragraph not less than 21 days prior to the indicated hearing date.

Sincerely,



Darcy Ellis,
Assistant Clerk of the Board

de
xc: David Stottlemyre, County Assessor
John-Carl Vallejo, County Counsel

BOARD OF EQUALIZATION COUNTY OF INYO

P. O. Drawer N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
e-mail: dellis@inyocounty.us

HEARING DATE CONFIRMATION NOTICE

This confirmation notice must be returned not less than 21 days prior to the indicated hearing date. Mail or fax to the Clerk of the Board at the address shown.

HEARING DATE AND TIME*	APPLICATION NUMBER(S)
HEARING LOCATION	
PARCEL OR ASSESSMENT NUMBER(S)	APPLICANT

* SEVERAL APPLICATIONS MAY BE SET FOR HEARING AT THE SAME TIME, AND EACH WILL BE CONSIDERED AS SOON AS POSSIBLE IN THE ORDER LISTED ON THE AGENDA.

Check one of the boxes below.

I will be present on the scheduled hearing date.

Please bring 8 copies of any evidence you wish to present to the Assessment Appeals Board.

I request my right to a one-time postponement of my hearing to another hearing date. To schedule your hearing for a future date, please contact the Clerk of the Board at (760) 878-0373.

I understand that if this is not my first postponement request, I must appear at the scheduled hearing to request another postponement and give reasonable cause to the appeals board. It is the sole discretion of the board to grant or deny this request. If denied, I must be prepared to proceed with the hearing as scheduled.

If you are requesting a postponement and the date of the currently scheduled hearing is within 120 days of the expiration of the two-year limitations period set by Revenue and Taxation Code section 1604(c), the Clerk will provide you with a waiver (form BOE-305-W) to indefinitely extend and toll the period in which your appeal is to be heard and decided.

I wish to withdraw my application. Withdrawals are final and will conclude any further action on the appeal. (Your attendance at the hearing is not required.)

I understand that my withdrawal may only be granted if the assessor has not provided me with a written notice of an intention to recommend an increase in the assessed value of the property. Additionally, the county Board can decide to review an assessment even though the Assessor and applicant may have agreed to withdraw the appeal.

I have signed a stipulation with the assessor's office. (Your attendance at the hearing is not required.)

In order to ensure proper scheduling of assessment appeals hearings, you must complete and return this form not less than 21 days prior to the date of your hearing. Failure to return this confirmation notice may result in your case being removed from the agenda on the scheduled date. Failure to appear at the scheduled hearing by you or an authorized representative may result in your application being abandoned and denied for lack of appearance unless you have requested a postponement.

CERTIFICATION

I certify under penalty of perjury that I am the owner, or person authorized to sign on behalf of the owner, of the above referenced property.

SIGNATURE	DATE
PRINT NAME OF AUTHORIZED SIGNER	TITLE
COMPANY NAME	EMAIL ADDRESS

FILING STATUS

- OWNER
 AGENT
 ATTORNEY
 SPOUSE
 REGISTERED DOMESTIC PARTNER
 CHILD
 PARENT
 PERSON AFFECTED
 CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____
 CORPORATE OFFICER OR DESIGNATED EMPLOYEE