

Agenda



County of Inyo Board of Supervisors

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

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

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

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

February 4, 2020 - 9:00 AM

1. **PUBLIC COMMENT**

CLOSED SESSION

2. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

- 10 A.M.
3. **PLEDGE OF ALLEGIANCE**
 4. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
 5. **PUBLIC COMMENT**
 6. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
 7. **INTRODUCTION** - New employee Sergio Cruz Hernandez, Maintenance Worker, Public Works, will be introduced to the Board.

DEPARTMENTAL - PERSONNEL ACTIONS

8. **County Administrator - Recycling & Waste Management** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Gate Attendant exists, as certified by the Assistant County Administrator and concurred with by the County Administrator and Auditor-Controller; and B) authorize the hiring of one (1) Gate Attendant, Range 48 (\$2,795-\$3,386), from the recently established eligibility list.

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

9. **County Administrator - Parks & Recreation** - Request Board authorize a purchase order in an amount not to exceed \$5,000.00 payable to VenTek International of Petaluma, CA for the purchase of two (2) Bill Acceptors for the two new pay stations purchased for Tinnemaha Campground and Portagee Joe Campground.
10. **Public Works - Airports** - Request Board receive an update on Inyo County airports.
11. **Health & Human Services - Behavioral Health** - Request Board approve a Memorandum of Understanding redirecting Inyo County's allocation from the Homeless Housing Assistance Program to the Eastern Sierra Continuum of Care in order to combine funding and maximize coordination on homeless housing issues, and authorize the HHS Director to sign.
12. **Health & Human Services - Social Services** - Request Board ratify and approve the contract between the County of Inyo and the State of California Department of Social Services for the provision of legal consultation and representation in administrative action appeals associated with the Resource Family Approval program, for the period July 1, 2019 through June 30, 2021, and authorize the HHS Director to sign.
13. **Health & Human Services** - Request Board hold a workshop with HHS staff on "State Changes to the Medi-Cal Program and Potential Impacts to Inyo County."
14. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of January, 14, 2020, January 21, 2020, and January 28, 2020.

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

15. **11 A.M. - AG COMMISSIONER-CANNABIS** - Request Board: A) read title and waive further reading of a proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Subsections 5.40.070A.2, 5.40.070A.5A, 5.40.070A.5C, 5.40.070A.5F, and 5.40.070A.5G of the Inyo County Code," in order to make previously omitted changes to County Code with respect to the number of available commercial cannabis licenses; and B) schedule enactment for 11:00 a.m. on February 11, 2020 in the Board of Supervisors Chambers, County Administrative Center, Independence.

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

16. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

17. **Auditor-Controller** - Actual counts of money in the hands of the Treasurer on September 17, 2019 and January 28, 2020.

18. **California Fish and Game Commission** - Notice of proposed regulatory action relative to sections 550, 550.5, 551, 552, 630, and 702, Title 14, California Code of Regulations, relating to wildlife areas, public lands, and ecologic reserves.



County of Inyo



County Administrator - Recycling & Waste Management

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: February 4, 2020

FROM: Cap Aubrey

SUBJECT: Request to fill vacant Recycling Waste Management Gate Attendant position.

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Gate Attendant exists, as certified by the Assistant County Administrator and concurred with by the County Administrator and Auditor-Controller; and B) authorize the hiring of one (1) Gate Attendant, Range 48 (\$2,795-\$3,386), from the recently established eligibility list.

SUMMARY/JUSTIFICATION:

The FY 2019-20 Manpower Report (approved by your Board as part of the FY 2019-20 County Budget) identifies the landfill Gate Attendant positions (Range 48) as being assigned to the County's Recycling Waste Management program to provide necessary landfill waste load inspections and reporting. This position is critical to the operation of the County landfills. The gate attendants perform high volume waste disposal monitoring and reporting including load checking, to determine charges and to inspect for unacceptable hazardous waste items. The gate attendant will collect disposal fees, issue receipts and maintain accurate records on the fees collected and the volume of waste disposed.

The current gate attendant position became vacant with the recent resignation of an incumbent.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize filling the vacant position, however, this is not recommended, as the functionality of the Recycling Waste Management programs will suffer. When a gate attendant position is vacant the other gate attendants and equipment operators backfill the position resulting in increased overtime and requiring the gate attendant to work their scheduled days off.

OTHER AGENCY INVOLVEMENT:

Personnel

FINANCING:

Funding for this position is included in the FY 2019-2020 Solid Waste Budget.

ATTACHMENTS:

APPROVALS:

Teresa Elliott	Created/Initiated - 1/16/2020
Darcy Ellis	Approved - 1/16/2020
Teresa Elliott	Approved - 1/16/2020
Leslie Chapman	Approved - 1/17/2020
Sue Dishion	Approved - 1/22/2020
Amy Shepherd	Approved - 1/22/2020
Marshall Rudolph	Approved - 1/22/2020
Leslie Chapman	Final Approval - 1/22/2020



County of Inyo



County Administrator - Parks & Recreation

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 4, 2020

FROM: Leslie Chapman

SUBJECT: Approve the purchase of two bill acceptors for two Campground Pay Stations.

RECOMMENDED ACTION:

Request Board authorize a purchase order in an amount not to exceed \$5,000.00 payable to VenTek International of Petaluma, CA for the purchase of two (2) Bill Acceptors for the two new pay stations purchased for Tinnemaha Campground and Portagee Joe Campground.

SUMMARY/JUSTIFICATION:

Your Board approved the purchase of two new Pay Stations on November 5, 2019. The machines accept credit cards but do not come equipped with bill acceptors for cash. This is an additional purchase for the bill acceptors.

BACKGROUND/HISTORY OF BOARD ACTIONS:

While this purchase does not meet the threshold to require Board approval, the total purchases from VenTek this fiscal year exceed \$10,000.00. Purchases, in addition to this request, include two pay-stations machines, and annual fees for all locations, totaling \$37,761.00.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this purchase order, however this is not recommended due to the need to accept cash as well as credit cards at the Pay Station.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for this purchase is included in the Parks and Recreation budget 076999, object code 5232.

ATTACHMENTS:

APPROVALS:

Teresa Elliott
Darcy Ellis
Teresa Elliott

Created/Initiated - 1/16/2020
Approved - 1/16/2020
Approved - 1/16/2020

Leslie Chapman
Amy Shepherd
Marshall Rudolph
Leslie Chapman

Approved - 1/17/2020
Approved - 1/17/2020
Approved - 1/17/2020
Final Approval - 1/22/2020



County of Inyo



Public Works - Airports

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: February 4, 2020

FROM: Public Works Department

SUBJECT: Update on County Airports

RECOMMENDED ACTION:

Request Board receive an update on Inyo County airports.

SUMMARY/JUSTIFICATION:

Staff from the Public Works Department will provide an update on the status of Inyo County airports, including Bishop and Lone Pine, as well as projects at the county-owned facilities.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to hear the update.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There are no fiscal impacts associated with bringing this update to the Board.

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Clint Quilter

Created/Initiated - 1/29/2020
Final Approval - 1/29/2020



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 4, 2020

FROM: Meaghan McCamman

SUBJECT: Redirection of Homeless Housing Assistance Program funds

RECOMMENDED ACTION:

Request Board approve a Memorandum of Understanding redirecting Inyo County's allocation from the Homeless Housing Assistance Program to the Eastern Sierra Continuum of Care in order to combine funding and maximize coordination on homeless housing issues, and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

The Homeless Housing, Assistance and Prevention (HHAP) was signed into law on July 31, 2019 by Governor Gavin Newsom. HHAP is a \$650 million one-time block grant that provides local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges.

Inyo County is set to receive \$158,243.95 in one-time HHAP funds, to be used on "evidence-based solutions that address and prevent homelessness." The Eastern Sierra Continuum of Care (COC) (administered by IMACA) is to receive \$500,000 and Mono County is getting about \$73,000 in HHAP funds. Mono and Inyo Counties, along with the rest of the COC Board, has met to discuss combining all of the HHAP allocations in order to maximize coordination on homelessness and housing issues.

This MOU will allow Inyo County to redirect our allocation of \$158,243.95 to the COC prior to receiving the allocation. With this redirection MOU, the COC, staffed by IMACA, will write a single application to receive their \$500k allocation, plus Mono's \$73,000 and Inyo County's \$158,000 and will be fully responsible for the reporting and program management for the total \$732,000 under the grant.

Inyo County sits on the Board of the COC and has already served a leadership role in discussions about what to do with the funding. At this point, the funds have been broadly earmarked for a variety of priorities, including funding a safe parking program in Inyo and Mono counties, developing an emergency shelter and navigation center, and setting aside funds to create additional affordable housing opportunities, including through the development of a landlord incentive program.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could decide not to approve this MOU. In that case, either Inyo County would not receive the allocation, or Inyo County staff would need to put together an application for the \$158,000 manage a homeless program, and report on it, while the COC performed the same duplicative functions for their \$500,000.

OTHER AGENCY INVOLVEMENT:

Easter Sierra Continuum of Care (COC)

FINANCING:

The monies would be redirected to the COC.

ATTACHMENTS:

1. Homeless Housing Assistance Program Memorandum of Understanding

APPROVALS:

Rhiannon Baker	Created/Initiated - 1/21/2020
Darcy Ellis	Approved - 1/21/2020
Melissa Best-Baker	Approved - 1/21/2020
Marilyn Mann	Approved - 1/22/2020
Marshall Rudolph	Approved - 1/22/2020
Amy Shepherd	Approved - 1/22/2020
Marilyn Mann	Final Approval - 1/22/2020

**Memorandum of Understanding between the County of Inyo and the Eastern Sierra Continuum
of Care to Redirect Inyo County’s Homeless Housing, Assistance, and Prevention Program
Allocation**

WHEREAS, The Homeless Housing, Assistance, and Prevention Program (HHAP) is a \$650 million block grant program authorized by AB 101 (Committee on Budget, Chapter 159, Statutes of 2019), which was signed into law by Governor Gavin Newsom on July 31, 2019; and

WHEREAS, HHAP is designed to support regional coordination and expand or develop local capacity to address immediate homelessness challenges; and

WHEREAS, the Homeless Coordinating and Financing Council (HCFC) has allocated \$500,000 to the Eastern Sierra Continuum of Care (COC) and an additional \$158,243.95 to Inyo County to address homelessness; and

WHEREAS, HCFC allows eligible applicants, including cities, counties, and COCs to redirect their allocation to another city, county, or COC that serves the same region in lieu of directly applying for their program allocation; and

WHEREAS, the Inyo County Board of Supervisors and the Eastern Sierra COC believe that a combined and coordinated effort between Inyo County and the Eastern Sierra COC will increase both entities’ ability to serve the target population and reduce duplicative effort;

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

1. Inyo County will formally redirect its entire HHAP allocation of \$158,243.95 to the Eastern Sierra COC.
2. Redirected funds shall be used within Inyo County or to provide regional housing or services that serve the population of Inyo County.
3. The Eastern Sierra COC shall clearly identify the intended use of the redirected funds in their program application.
4. The Eastern Sierra COC shall comply with the expenditure deadlines as stated in Health and Safety Code § 50220(a-e).

We, the undersigned, have read and agree with this MOU.

By _____ Date _____
Inyo County HHS Director

By _____ Date _____
Eastern Sierra COC



County of Inyo



Health & Human Services - Social Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 4, 2020

FROM: Tyler Davis

SUBJECT: Approval and ratification of the contract with California Department of Social Services.

RECOMMENDED ACTION:

Request Board ratify and approve the contract between the County of Inyo and the State of California Department of Social Services for the provision of legal consultation and representation in administrative action appeals associated with the Resource Family Approval program, for the period July 1, 2019 through June 30, 2021, and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

The Department of Health and Human Services began implementation of the Resource Family Approval (RFA) program, which replaces the former Foster Care Licensing process, in January 2017. The California Department of Social Services, which has historically provided legal consultation and representation in administrative action appeals associated with the former program, continues to provide this services to counties implementing RFA. The legal staff are well versed in the regulations governing RFA, as well as the former approval and licensing processes, which continue to exist until full transition to RFA is completed. While counties have the option to use their own counsel for these types of actions, this could result in increased cost to the County and CDSS is able to provide this services at no additional cost to the county.

The attached contract for the period beginning July 1, 2019 through June 30, 2021, will allow Inyo County Health and Human Services to continue receiving these valuable services from CDSS. This comes to you as an approval and ratification request, as CDSS has been delayed in forwarding these contracts to counties for processing. The Department is respectfully requesting that your Board approve and ratify the contract with CDSS and authorize the HHS Director to sign the contract.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The County could opt to utilize the services of County Counsel for representation in these actions, which would result in costs to the RFA program and require County Counsel to be fully trained in the legal issues of RFA, as well as the former Foster Care Licensing and Relative/Non Related Extended Family Member Approval process.

OTHER AGENCY INVOLVEMENT:

Inyo County Probation and California Department of Social Services.

FINANCING:

There are no County costs associated with this contract

ATTACHMENTS:

1. Standard Agreement Documents

APPROVALS:

Tyler Davis	Created/Initiated - 1/21/2020
Darcy Ellis	Approved - 1/21/2020
Keri Oney	Approved - 1/22/2020
Marilyn Mann	Approved - 1/23/2020
Meaghan McCamman	Approved - 1/23/2020
Melissa Best-Baker	Approved - 1/24/2020
Marshall Rudolph	Approved - 1/24/2020
Marilyn Mann	Final Approval - 1/24/2020

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-5039

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Social Services

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$0.00 Zero Dollars and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	22
Exhibit A - Attachment 1	General Terms and Conditions	7
Exhibit A - Attachment 2	Information Security Requirements	2
Exhibit A - Attachment 3	State of California Public Liability and Workers' Compensation Insurance	1
Exhibit A - Attachment 4	State of California Automobile Liability/Physical Damage	1
Exhibit B	Budget Detail and Payment Provisions	5

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Inyo

CONTRACTOR BUSINESS ADDRESS

163 May Street

CITY

Bishop

STATE

CA

ZIP

93514

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-5039

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Social Services

CONTRACTING AGENCY ADDRESS

744 P Street, M.S. 9-6-747

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tammy T. Gorman

TITLE

SSM1, Contracts and Purchasing Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per SCM Vol 1. - Chapter 4.04.(A)(2)

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

This Agreement is entered into by and between the California Department of Social Services, hereinafter referred to as the CDSS, and the County of Inyo, hereinafter referred to as the County, for the purpose of establishing the responsibilities of the CDSS and the County in the provision and receipt of certain services, including legal consultation and legal representation in administrative action appeals as described within section III of this Agreement, associated with the Resource Family Approval (RFA) program of the County child welfare services agency and the State of California, pursuant to California Welfare and Institutions Code section 16519.5 et seq. Hereinafter, the County and CDSS may be referred to collectively as the “Parties”, or individually as a “Party”. If identified below in Section VII, the CDSS and County have agreed that certain services for the family evaluation, complaint investigations or home health and safety assessments shall be provided as described in Sections IV, V and VI of this Agreement.

I. Background

The RFA program was created to provide a unified, family-friendly, and child-centered process to replace the multiple processes for licensing foster homes, approving relatives and nonrelative extended family members as foster care providers, and approving adoptive families; establish a single set of standards for approvals which allow for the safety, permanence, and well-being needs of the children who have been victims of child abuse and neglect; reduce the use of congregate care placement settings; and decrease the length of time for each child to obtain permanency. Pursuant to Government Code Section 30029.7, subdivision (a)(3), the County and CDSS may enter into an agreement for CDSS to provide services or activities related to RFA. The County and CDSS have identified certain services or activities to be provided by CDSS in order to expedite the delivery of services to children and nonminor dependents who reside or may reside in a resource family home.

II. Definitions

- A. “County” means the largest political division of the State having corporate powers, wherein the County’s powers are exercised through its board of supervisors or through agents and officers acting under the authority of the board or authority conferred by law (Govt. Code § 23000 et seq.). As used in this Agreement, the County includes agents, officers, directors, and County employees who conduct RFA activities on behalf of the County, as described in Welfare and Institutions Code section 16519.5 et seq.
- B. “Resource Family Approval” or “RFA” program means the program wherein an applicant seeks to meet the home environment assessment and permanency assessment standards of the State of California as set forth by CDSS, with an approval provided by the County or applicable Foster Family Agency. This approval is in lieu of the existing foster care license, relative or nonrelative extended family member approval, and the adoption home study.

**EXHIBIT A
(Standard Agreement)**

- C. "Respondent" means an applicant, resource family parent, or individual who has been served with a Notice of Action and is the subject of an administrative action. For matters that shall be heard by the CDSS State Hearings Division, a "Respondent" also means a "claimant," as defined in CDSS Manual of Policy and Procedures section 22-001.
- D. "Written Directives" (WDs)¹ means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. (See WDs section 3-01(a)(101).) The WDs have the same force and effect as regulations; ensure that a county uses the same standards for RFA; and ensure that a county does not implement policies or procedures that conflict with or attempt to supersede the WDs; (WDs section 2-01.)

III. Legal Consultation and Legal Representation on Appeals/State Hearings Division (SHD) and Office of Administrative Hearings (OAH)

- A. Role of the CDSS Legal Division in the Provision of Legal Consultation and Legal Representation on Appeals:
 - 1. The CDSS Legal Division shall act as the sole legal representative on behalf of the County in the provision of legal consultations and legal representation on appeals to an RFA Notice of Action. The County is the client and is the final decision maker on decisions affecting the legal rights of the County.
 - a. The Parties shall maintain confidentiality in all communications in accordance with any applicable confidentiality laws, privacy laws, and laws governing attorney-client relationships.
 - i. For the purposes of this section, the County shall ensure that the agents, directors, officers, and employees of the County who conduct RFA activities on behalf of the County, are familiar with and follow applicable laws for privacy and confidentiality, as well as protect and maintain the confidential nature of the communications created by attorney-client relationships, including, but not limited to, Evidence Code section 952 and applicable case law.
 - 2. Except as otherwise provided in this section, the CDSS Legal Division will represent the County on all appeals to an RFA Notice of Action for denial or rescission of resource family approval, denial or rescission of a criminal record exemption, or exclusion of an individual and shall appear on behalf of the County at all proceedings related to such actions that are heard by the SHD or the OAH. Nothing in this section shall preclude a County representative from being present at a RFA hearing.

¹ Version 6 of the Written Directives was used as a reference in creating this agreement. The Written Directives may be revised by CDSS during the term of this Agreement and shall be in effect from the date of revision.

**EXHIBIT A
(Standard Agreement)**

3. If the County chooses to represent itself on an appeal in an individual case, it shall not send a Statement of Facts as described in Section III(D) to the CDSS Legal Division to request representation and shall not seek legal advice or direction from the CDSS Legal Division. In those cases, the County hearing representative will receive legal advice and direction from County Counsel or their designee. The CDSS Legal Division will not provide legal representation or advice.
 4. The Parties agree that CDSS Legal Division's scope of work shall not include legal consultation or representation regarding the following:
 - a. Writs or lawsuits or similar actions filed by or against the County, except that the CDSS Legal Division may be available to consult with the County on any such actions arising out of an RFA action as described herein;
 - b. Requests for information or documents from the County such as Public Records Act requests or subpoenas issued to the County;
 - c. Placement of a dependent child or nonminor dependent;
 - d. Relative or non-relative extended family member approvals pursuant to the "*Harris*" case;
 - e. Child Abuse Central Index grievance hearings;
 - f. Dependency or delinquency matters;
 - g. Assistance with issuing or serving an investigatory subpoena or warrant;
 - h. Hearings or proceedings regarding jurisdictional disputes where no Notice of Action for denial or rescission of resource family approval, or denial or rescission of a criminal record exemption, has been served;
 - i. Defending the county on a Temporary Suspension Order (TSO); and
 - j. Any other matter within the authority and direction of the County Counsel.
- B. Duties of the County and the CDSS Legal Division Regarding Consultation:
1. In compliance with the WDs or regulations issued pursuant to Welfare and Institutions Code section 16519.5, the County is required to consult with legal counsel prior to service of a Notice of Action for denial or rescission of resource family approval, or denial or rescission of a criminal record exemption; and is required to consult with the CDSS Legal Division when recommending the exclusion of an individual.
 2. Pursuant to this Agreement, legal consultation for denials or rescissions for which the County seeks CDSS Legal Division representation shall be with the CDSS Legal Division, and not County Counsel.

**EXHIBIT A
(Standard Agreement)**

3. The County may request a legal consultation with the CDSS Legal Division regarding legal or evidentiary issues related to an investigation, family evaluation or other matters affecting the approval.
4. If the County seeks a TSO against a resource family's approval, in addition to consulting with the CDSS Legal Division on the matter, the County shall consult with their County Counsel prior to service of a TSO.
5. Legal consultation shall not include technical assistance regarding program requirements or procedures, RFA implementation or statewide policies; these issues shall be referred to the CDSS RFA County Liaison, RFA Policy Analyst, or RFA Inbox.
6. The County shall work with the CDSS RFA County Liaison to schedule a regular monthly legal consult meeting. If a matter is urgent, such as a situation warranting the immediate exclusion of an individual or a TSO, the County may contact their CDSS RFA County Liaison by phone, email or in-person and request an urgent consult with their assigned CDSS Legal Division consulting attorney.
7. Prior to a scheduled legal consult, the County shall obtain the evidence necessary to support the information contained in the legal consultation memo related to the County's finding, position, or action requested.
8. The County shall prepare a confidential legal consultation memo for each matter upon which legal advice is sought through a consult with the CDSS Legal Division. A copy of the RFA legal consult memo form can be obtained through the CDSS RFA county liaison. Upon request, the CDSS RFA County Liaison will provide technical assistance to the County regarding the program requirements or procedures including but not limited to family evaluations, RFA implementation, statewide policies, legal consult procedures or how to draft the Notice of Action, legal consultation memo or statement of facts. Both Parties shall maintain the confidentiality of all attorney-client communications, including the legal consult memo.
9. Using a secure or encrypted format, or a secure file transfer protocol, the County shall send a properly completed legal consult memo, the draft Notice of Action, as well as relevant attachments related to the request for consult including, but not limited to, investigations, court records or arrest reports. These documents shall be sent to the CDSS RFA County Liaison and the consulting attorney at least five (5) business days prior to the date of the regularly scheduled consult.
10. The consult meeting is an opportunity for the CDSS Legal Division consulting attorney and CDSS RFA County Liaison to discuss the information in the consult memo provided by the County with the appropriate County staff. Accordingly, the County should make its best efforts to have the assigned County RFA worker or probation officer with knowledge of the facts described in the consult memo present at the consult. If the approval worker or probation officer cannot attend in

**EXHIBIT A
(Standard Agreement)**

person, the worker or probation officer should attend by teleconference. If that is not possible, the supervisor who is familiar with the facts of the matter shall attend.

11. If a matter to be discussed at the consult involves a recommendation for an exclusion action, a family evaluation conducted by CDSS, an investigation conducted by CDSS, or dual or multiple programs (e.g., RFA and a child care license), the County shall identify and request the appropriate CDSS RFA staff, CDSS adoptions staff or CDSS Community Care Licensing Division (CCLD) staff to attend or teleconference into the consult.
 - a. The County may request the assistance of the CDSS RFA County Liaison in arranging for the necessary CDSS staff to attend.
 - b. The County and CDSS shall share evidence and information regarding related investigations, assessments, or actions as required by the WDs.
 - c. Agents of the County who conduct activities as described in Welfare and Institutions Code section 16519.5 may be present during the portion of a consultation that is applicable to a matter for which the agent acted on behalf of the County, and for which the agent's presence is needed to discuss the information in the consult memo provided by the County. The County shall ensure that the agent of the County is aware of and complies with the confidentiality of the legal consult, the legal advice provided, and the confidentiality of any information shared, as required by law.
12. The CDSS Legal Division consulting attorney shall review the legal consult memo, the draft Notice of Action and attachments and shall advise the County regarding the Notice of Action, the proper hearing forum, and any other matter related to an investigation or proposed action. If the legal consult memo or draft Notice of Action are incomplete, said attorney may return them to the County to complete them or refer the County to the CDSS RFA County Liaison for technical assistance.
13. The CDSS Legal Division consulting attorney shall document the legal advice in writing within 3 to 5 business days, or as agreed upon at the consult, and submit the documentation to the County and the CDSS RFA County Liaison. If the matter involves dual or multiple programs or an exclusion action, the CDSS Legal Division consulting attorney shall provide the relevant CCLD Regional Office staff (licensing action) or CDSS RFA County Liaison (RFA exclusion action) with a copy of the consult memo and legal advice.
14. If the advice of the CDSS Legal Division consulting attorney is to proceed with an action that affects the approval, the County should notify the child(ren)'s placement worker, as applicable.
15. If the County fails to comply with the requirements of this Section III(B), the County waives its right pursuant to this contract to have CDSS Legal Division representation on the appeal.

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C. County Duties Regarding Processing the Notice of Action and Appeal (NOA)

1. The County shall serve the NOA in accordance with Welfare and Institutions Code section 16519.6 and the WDs or regulations. The County shall ensure the file contains adequate documentation regarding service of the Notice of Action to the correct address, such as certified mail receipts, and/or a proof of service in accordance with WDs, Article 12: Due Process.
2. If the matter includes an exclusion action or CCLD action, the County shall coordinate administrative actions, including service of the Notices of Action, notice of a related licensing action by CCLD, an exclusion order, or the filing of formal pleadings, with CDSS. (WDs, Article 12.)
3. If an appeal is filed, the County is responsible to comply with the law, WDs or regulations, and internal procedures including, but not limited to, the following:
 - a. Date-stamp the appeal and envelope;
 - b. Update the appeal status in the Notice of Action database (in AARS);
 - c. For OAH cases, immediately send the acknowledgment of appeal to Respondent and begin preparing the case for the CDSS Legal Division as described in paragraph D;
 - d. For SHD cases, begin preparing the case to be sent to the CDSS Legal Division at the same time the appeal is forwarded to the SHD as described in paragraph D;
 - e. Obtain legal case number from CDSS RFA County Liaison and add number to Statement of Facts; and
 - f. Forward the appeal to SHD by uploading the NOA and appeal to SHD's Appeals Case Management System (ACMS).

D. Preparing the Case to Send to the CDSS Legal Division After Receipt of an Appeal:

1. To obtain the CDSS Legal Division's representation on an RFA appeal, the County shall prepare a Statement of Facts using the current versions of the following confidential attorney-client forms:
 - a. Form RFA-9029: Statement of Facts Summary Sheet – Resource Family
 - b. Form RFA- 9029C: Complaint and Immediate Deficiencies Log Continuation
 - c. Form RFA-9029D: RFA Statement of Facts Dividers
 - d. Form RFA-9029W: Witnesses Continuation
2. For SHD cases, the County shall prepare the Statement of Facts, a draft position statement, and copies of all approval file documents within ten (10) business days of receipt of an appeal. The documents shall be sent electronically to the CDSS Legal Division by encrypted email or Secure File Transfer (in AARS) at the same time the appeal is forwarded to SHD (WDs, Article 12). The County shall maintain the confidentiality of the attorney-client privileged Statement of Facts forms during any transmission of the forms or in any files maintained by the County. The County

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shall use the draft position statement template provided by CDSS when drafting the position statement.

3. For OAH cases that involve a TSO or immediate exclusion action, the County shall prepare the Statement of Facts forms and copies of the RFA documents and evidence identified in the RFA 9029D: RFA Statement of Facts Dividers and send to the CDSS Legal Division by encrypted email or Secure File Transfer within ten (10) business days of receipt of the appeal. Hard copies of the original documents shall also be sent by mail.
 4. For all other OAH cases, the County shall prepare and mail to the CDSS RFA County Liaison the Statement of Facts forms and originals of all relevant documents within thirty (30) days of receipt of the appeal. The CDSS RFA County Liaison will review the documents, provide any technical assistance necessary, and then forward to the CDSS Legal Division.
 5. The County shall make its best efforts to obtain certified court and law enforcement or other relevant records prior to sending the case to the CDSS Legal Division. If certified records are received after the case has been forwarded, then the County shall forward them to the CDSS Legal Division.
 6. Prior to finalizing the Statement of Facts, the County shall verify that the witness list contact information in Form RFA-9029: Witness List is current and updated, including the current placement and placement worker information for any child or nonminor dependent victim or witness.
- E. Duties of the County and CDSS Legal Division after the CDSS Legal Division Receives the Case:
1. Upon receipt of the case file, the CDSS Legal Division shall be responsible for the following:
 - a. Logging the case into the Legal Case Tracking System (LCTS) and immediately assigning the case to a CDSS Legal Division hearing attorney.
 - b. Preparing a new case memo identifying the hearing attorney and the hearing attorney's contact information and emailing it to the County staff identified on the Statement of Facts and the CDSS RFA County Liaison.
 2. The CDSS Legal Division hearing attorney will review the complete file to determine if the evidence is sufficient to go forward with the requested administrative action. If not, the County will be consulted, and the file may be closed without filing and sent back to the County for an informal resolution or to obtain more evidence.
 3. For cases to be heard at SHD, the CDSS Legal Division hearing attorney will review the draft Position Statement prepared by the County and work with the County to finalize it. Provided that the County provides the necessary and relevant information in a timely fashion, the CDSS Legal Division is responsible for filing the

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Position Statement and exhibits with SHD. The County shall be responsible for making available to Respondent all relevant documents in the County's possession in accordance with the WD's. Prior to disclosure to Respondent, the County shall withhold or redact documents that are confidential or privileged as required by law.

4. For cases to be heard at OAH, the hearing attorney will prepare, sign and file the Accusation or Statement of Issues in accordance with the County's request in the Statement of Facts case summary and serve on the Respondent(s):
 - a. A copy of the filed Accusation or Statement of Issues will be provided to the County welfare director or chief probation officer or designee.
 - b. If there are any substantive changes to the allegations at issue that were identified in the Statement of Facts case summary provided by the County, the CDSS Legal Division shall consult the County welfare director, chief probation officer, or designee for approval prior to filing the Accusation or Statement of Issues.
 - c. A CDSS Legal Division attorney may sign an amended Accusation or Statement of Issues on behalf of the County, if the amendment is approved by the welfare director, probation officer or designee. The CDSS Legal Division shall file a copy of the amended pleading with OAH, as applicable.
5. If a resolution is sought prior to hearing, the CDSS Legal Division will discuss settlement options with the County, Respondent, CCLD or CDSS Program if applicable, draft the settlement agreement, and supervise its finalization. The County shall have the final decision on whether to approve a settlement. If a Respondent seeks to withdraw the appeal or notice of defense, the CDSS Legal Division shall prepare a written withdrawal for Respondent to sign, and if the matter has been set for hearing, submit a copy to the Administrative Law Judge.
6. For OAH cases, the CDSS Legal Division will prepare and serve documents on Respondent in accordance with Government Code sections 11507.5 and 11507.6.
7. While the RFA administrative action is pending, the County shall keep the assigned CDSS Legal Division hearing attorney informed of new developments that occur prior to the hearing (e.g., new arrests or new evidence), and of any changes in the Respondent's address or other contact information. The County shall timely forward any phone calls or correspondence from Respondent, his or her authorized representative, or SHD to the CDSS Legal Division hearing attorney.
8. The County shall assist the CDSS Legal Division, if necessary, in locating witnesses, with the service of subpoenas for appearance at hearing, and with the transportation of witnesses to the hearing. The County shall notify the assigned CDSS Legal Division hearing attorney if there are concerns about the testimony of a child or similarly vulnerable witness at hearing as specified in WDs, Article 12. The County shall assist the CDSS Legal Division hearing attorney in providing information or facilitating contact with the witness's placement worker or treatment provider if a motion to protect the witness is determined to be necessary. The

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County shall provide for the use of one-way closed-circuit television or video in accordance with WDs, section 12-16 (Conduct of Hearing; Confidentiality and Procedures), as applicable.

9. The CDSS Legal Division will represent the County at the prehearing conference, settlement conference, and hearing before SHD or OAH, and prepare any necessary motions, briefs, subpoenas or other hearing documents.
 10. The County shall be responsible for the following hearing-related duties and costs, including but not limited to the following:
 - a. Reserving hearing rooms;
 - b. Interpreters;
 - c. Court reporters;
 - d. Witness and expert witness fees;
 - e. Security, if it is determined by the CDSS Legal Division hearing attorney, the county or an administrative law judge that a threat exists to the health and safety of those persons attending a hearing;
 - f. Obtaining records needed for hearing; and
 - g. Other hearing-related costs.
 11. Following the SHD or OAH hearing, a proposed decision is adopted or rejected by the CDSS Director or designee. If the decision is rejected, the CDSS shall review the record and prepare the final decision and order, in accordance with the established standard.
 12. The CDSS will serve the final decision and order on all parties, including the County.
 13. The CDSS Legal Division may represent the County in a request for reconsideration of the decision and order, a request for rehearing, or a request to set aside a default decision and order. If a conflict of interest exists, then representation by CDSS Legal Division shall be subject to the written consent of the parties and compliance with the Rules of Professional Conduct and paragraph G of this section.
 14. The CDSS Legal Division shall update the statewide data system (i.e., AARS) with the final order or resolution.
- F. Conflict Resolution:
1. If the County and the CDSS Legal Division consulting or hearing attorney disagree with how to proceed on a matter, the matter shall be resolved as follows:
 - a. The matter shall be elevated to the County RFA supervisor and the CDSS Legal Division attorney's supervisor to meet and confer to resolve the matter.

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- b. If no agreement is reached, the matter shall be elevated to the next County supervisor or manager level, and for the CDSS Legal Division, to the Assistant Chief Counsel to meet and confer to resolve the matter.
 - c. If still no agreement is reached, the matter shall be elevated to the Senior Assistant Chief Counsel and the equivalent County RFA program manager level to meet and confer to resolve the matter.
 2. The County has the final decision on how to proceed on a matter, which shall be consistent with the CDSS Legal Division attorney's ethical duties regarding the minimum standards of evidence necessary to proceed with an action and the considerations identified below in paragraph F.3. of this Section.
 3. The resolution discussion shall include consideration of the minimum legal requirements for an action in the applicable statutes and WDs or regulations, any risks attendant to administrative litigation including a negative outcome at hearing, any risks to the health and safety of a child or nonminor dependent that may be caused by a failure to take action, and CDSS oversight responsibilities as mandated by law.
 4. Nothing in this section shall interfere with the Parties' termination rights and the right of the CDSS Legal Division to withdraw from representation pursuant to the terms of this Agreement or applicable law.
- G. Professional Responsibility; Conflict of Interest in Representation
 1. The County acknowledges that the attorneys within the CDSS Legal Division have an ethical and legal duty to avoid a conflict of interest or the appearance of a conflict of interest when providing legal services to the County.
 2. Pursuant to the California Rules of Professional Conduct, the CDSS Legal Division's attorneys may not be permitted to represent a client when there is a conflict of interest. If applicable, the CDSS Legal Division attorney is required to take certain actions which may include, but are not limited to, withdrawal from representation for individual cases or obtaining informed written consent from each client for individual cases.
 3. The Parties acknowledge that there exists an appearance of a conflict of interest or an actual conflict of interest due to the CDSS Legal Division representing both CDSS and the County in administrative actions falling within the jurisdiction of both agencies. By the signing of this Agreement, the Parties are providing their written consent to the CDSS Legal Division's dual representation of both CDSS and the County, where applicable.
 4. In all other matters in which there exists an appearance of a conflict of interest or an actual conflict of interest, the CDSS Legal Division consulting or hearing attorney shall report the conflict to the County in writing as soon as possible after discovering the conflict. Potential conflicts of interests that may arise in RFA matters include, but are not limited to, the following:

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- a. Dual program matters involving an RFA and licensing action where the County and CDSS disagree on how to proceed;
- b. Conflicts regarding the CDSS oversight function over the County's RFA program;
- c. Conflicts due to a lawsuit pending against CDSS or the County; and
- d. A request by the County for reconsideration of a CDSS issued order.

H. Withdrawal from Representation

1. If a County fails to follow legal advice or fails to perform any of its duties as set forth in this Agreement, the CDSS Legal Division retains the right to withdraw on referred cases by sending a written notice identifying those case(s) from which it is withdrawing to the County as specified in Exhibit A, Attachment 1, page 3, Paragraph O (Notices), subparagraphs 2 (United States Mail) or 3 (Facsimile).
2. The Parties acknowledge and agree that the CDSS Legal Division must decline or terminate representation on cases as required by the California Rules of Professional Conduct.

IV. Family Evaluation

A. Provision of Family Evaluation Services

1. If identified in Section VII that the County and CDSS agree that the CDSS Adoptions Services Bureau shall provide family evaluation services on behalf of the County, in part or in full, this Section IV provides the terms and conditions of such services.
2. In conducting the family evaluation services, the CDSS Adoptions Services Bureau will adhere to the requirements specified the Welfare and Institutions Code section 16519.5 and the RFA WDs sections: Definitions, 3-01; Forms, 3-02; County Reporting Requirements, 4-03; Implementation of Resource Family Approval Program by a County, 4-05; and Family Evaluation, 6-05.

B. The CDSS Adoptions Services Bureau and County agree to coordinate efforts in the following areas:

1. Exchange of information about resource family applicants and keeping each Party informed of general progress in the family evaluations and changes that may affect the evaluation. This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective resource family.
2. Communication regarding the general progress of the evaluation that may affect the work provided by each Party, including potential inability to complete the evaluation, as needed.

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3. Establishing mutually agreed upon timelines for completing the family evaluation.
4. Complying with the applicable laws and the RFA WDs relevant to family evaluations.
5. Providing other appropriate and necessary coordination as needed.

C. Responsibilities of the County

1. The County will take the following actions:
 - a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a family evaluation.
 - b. Securely provide all necessary documents to the CDSS Adoptions Regional Office in order to conduct a family evaluation, including, but not limited to, RFA applications, health history screening results, personal letters of references, whether criminal record clearances or exemptions were granted or denied, substantiated reports of child abuse and neglect, Department of Motor Vehicles (DMV) records, and employment verifications.
 - c. Notify resource family applicants that the County may share confidential information with CDSS to conduct a family evaluation and that CDSS will perform the family evaluation for the County.

D. Responsibilities of the CDSS

1. The CDSS will take the following actions:
 - a. Assign a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be a Licensed Clinical Social Worker for each family evaluation.
 - b. Conduct an evaluation of resource family applicants according to the RFA WDs section 6-05: Family Evaluation.
 - c. Conduct a separate face-to-face interview of all persons living in the home as specified in RFA WDs section 6-05(a)(2).
 - d. Request approval from the County to refer an applicant for a psychological evaluation, drug and alcohol assessment or testing, counseling, or other services during the evaluation as necessary. Associated costs of the services of the referrals shall be the responsibility of the County and paid by the County outside this Agreement to the applicable service provider.

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- e. Prepare a written family evaluation that includes an evaluation of the information obtained during a family evaluation of the resource family applicant, including a risk assessment, and recommendations that RFA be approved or denied.
- f. CDSS will provide the County with the written family evaluation report within sixty (60) days of receipt of the referral for the family evaluation, with priority for completed family evaluations for relatives with emergency placements, unless further information is needed to complete the evaluation.
- g. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a family evaluation are kept confidential as specified in RFA WDs section 4-04: Confidentiality.
- h. Provide for a copy of the family evaluation file upon request of the County staff responsible for the provision of RFA services.
- i. Provide a CDSS Adoptions Specialist to testify as to the family evaluation if the results of a family evaluation are at issue during an administrative hearing.
- j. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the family evaluation for ninety (90) days after an evaluation is provided to the County. Thereafter, the family evaluation file shall be securely delivered to the County. The County shall retain the closed evaluation file in accordance with the retention policies of CDSS. Access to a copy of the family evaluation file shall be made available to CDSS (or its agents or representatives) upon request in the event of audit, or as required or permitted by law.
- k. For each request, the County shall provide a copy within ten (10) business days, unless the request is identified as urgent. The County shall use its best efforts to provide a copy within the period identified by CDSS for an urgent request.

E. Conflict Resolution

- 1. The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding resource family evaluation services provided by the Parties for a particular individual will be resolved as follows:
 - a. The primary social worker from the County and the CDSS will meet and confer to resolve differences regarding a particular family evaluation.
 - b. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

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- c. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.
- d. If the differences remain unresolved through the process specified above, the matter will be referred to the next higher level of management for each of the Parties until the matter is resolved.

F. Conflict of Interest

1. The CDSS Adoptions Regional Office staff conducting family evaluations shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest when rendering services.
2. The CDSS shall direct CDSS Adoptions Specialists to RFA WDs section 4-02(g) to identify any conflict of interest. If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to his/her supervisor, who may transfer responsibility for the evaluation to another Adoptions Specialist.

V. Complaint Investigations

A. Agreement to Provide Complaint Investigation Services

1. The County and CDSS agree that the CDSS CCLD shall investigate on behalf of the County all complaint allegations, made against resource families, if these services are identified in Section VII; this Section V provides the terms and conditions agreed upon by the Parties for all such investigations.
2. In conducting complaint investigations, the CCLD Regional Office will adhere to the requirements specified in RFA WDs sections 3-01, 3-02, 4-03, 4-05, and 9-06A.

B. Coordination of Efforts

The CDSS and County agree to coordinate efforts in the following areas:

1. As necessary, exchange information about each resource family complaint investigation and keep each Party informed of general progress in the complaint investigation and changes that may affect the result. This exchange may include, but is not limited to, any information (e.g. concerns, post complaint events, or adverse actions) relevant to the complaint investigation.
2. As needed, communicate the general progress in the complaint investigation that may affect the work provided by each Party, including potential inability to complete the complaint investigation.

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3. Establish mutually agreed upon timelines for providing requested information or responses for actions not specified in the RFA WDs or applicable law.
4. Provide other appropriate and necessary coordination as needed.

C. Complaint Referral to the CCLD

1. After the preliminary review specified in RFA WD section 9-06A(c), the County will refer each complaint that requires an investigation to the appropriate CCLD Office within one (1) business day following receipt of the complaint as specified in RFA WD section 4-03(e).
2. The referral must be in writing and include the physical address location of the County's file for the resource family, the contact information of the custodian of the resource family's file, the contact information of the complainant, and detailed information regarding the complaint allegation.

D. Complaint Assignment

1. Upon receipt of the complaint referral, the CCLD Regional Office shall create a file and associated file complaint number in a CCLD database for each resource family complaint investigation.
2. Upon receipt of the referral of the complaint, the CCLD Regional Office will immediately assign the complaint to staff for investigation.
3. Upon assignment, the assigned CCLD Regional Office staff will contact the custodian of the resource family file and undertake a process to secure access to the resource family file or a copy of the file.
 - a. The County agrees to allow the CCLD Office staff to have access to the resource family's file or to be provided a copy, upon request. If a copy will be provided electronically, the County is responsible for securely transferring the file to the appropriate CCLD Regional Office staff.

E. File Review and Initial Complaint Investigation

1. Upon receipt of a copy of the resource family's file or access to the file, the CCLD Regional Office staff shall undertake the following:
 - a. Review the file for any conflicts of interest in order to comply with the conflict of interest provisions in RFA WDs section 9-06A(o) and (p).

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- i. If a conflict exists or appears to exist, the CCLD Regional Office staff shall immediately report the conflict to his or her supervisor, who may transfer responsibility for the complaint investigation to another staff member.
 - b. Review the resource family's file and any related licensing files.
 - c. Confirm whether any adverse action against the resource family is currently in process by CDSS or the County, or previously undertaken or concluded by either Party. If such exist, documentation regarding the adverse action shall be made available by the County or other Division of CDSS.
 - i. The additional documentation of any adverse actions shall be reviewed and made a part of the complaint investigation file.
 2. Initial Investigation Activities
 - a. The CCLD Regional Office staff will interview the complainant, if known.
 - b. Witnesses of the alleged RFA violation may be contacted by the CCLD Regional Office during the initial investigation and throughout the period the complaint investigation remains open.
 - c. Any documentation received during the complaint investigation shall be made a part of the complaint investigation file.
- F. The Initial 10-Day Visit to the Resource Family Home
 1. The CCLD Regional Office staff will conduct an unannounced visit to the resource family's home within ten (10) calendar days of receipt of the complaint referral, except as specified in RFA WDs section 9-06A(j), (k), and (o).
 2. The initial 10-day visit shall be fully documented in the CCLD complaint investigation file.
- G. New Allegations

The CCLD Regional Office staff shall immediately report any new allegation(s) disclosed during an investigation to the County.

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H. RFA Deficiencies

The CCLD Regional Office staff shall report any known or potential deficiencies unrelated to the complaint to the County so the County RFA staff can take appropriate action in response.

I. Further Investigation Required

The CCLD Regional Office staff will notify the County if the complaint investigation cannot be completed within ninety (90) days after the initial 10-day visit because further investigation is required.

J. Complaint Investigation Report

1. The CCLD Regional Office staff will prepare a written complaint investigation report containing a finding for each allegation as either substantiated, inconclusive, or unfounded.
2. The CCLD Regional Office staff will forward the written complaint investigation report to the County upon completion.
3. If the County disagrees with the CCLD Regional Office complaint investigation report findings, then it shall contact the CCLD Regional Office to discuss and/or to request additional clarification.

K. Notification to Resource Family and Complainant

1. Upon receipt of the complaint investigation report, the County shall deliver a copy of the complaint investigation report to the resource family.
2. Upon request by the County, the CCLD Regional Office staff responsible for the complaint investigation report will provide technical assistance.
3. The County shall notify the complainant, if known, of the findings of the complaint investigation.

L. Follow-Up

For substantiated findings, the County RFA staff shall develop a corrective action plan for the resource family to correct identified deficiencies, or may take other action as specified in the RFA WDs. Nevertheless, if a County determines that it is not possible to correct an identified deficiency, then the County shall document the deficiency and may proceed with the necessary administrative action as specified in the RFA WDs.

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M. Cross-Reporting Investigation Results

The County shall report investigation results as specified in applicable law, RFA WDs section 4-04 and 9-06C, or as required by this Agreement.

N. Records

1. Absent threatened or pending litigation or other good cause identified by CDSS, records related to the complaint investigation shall be held by the CCLD Regional Office for the duration of this Agreement and for three (3) years following the expiration or termination of this Agreement or three (3) years following the end date of the provision of complaint investigation services, whichever first occurs. Thereafter, the records for the complaint investigations specified in this Agreement shall be delivered to the County.
2. Within ten (10) calendar days of the County's written request, the CCLD Regional Office shall provide a copy of any complaint investigation file created pursuant to this Agreement.

O. Reporting Complaints with Investigations Pending

The CCLD Regional Office shall provide to the County monthly written reports of complaint investigations open longer than ninety (90) days and subject to further investigation.

VI. Home Health and Safety Assessment

A. Provision of Home and Health Safety Assessment Services

1. If identified in Section VII that the County and CDSS agree that the CDSS Adoptions Services Bureau shall provide home health and safety assessment services on behalf of the County, in part or in full, this Section VI provides a description of the services and the responsibilities of the Parties.
2. In conducting the home health and safety assessment services as described in the WDs, Article 6, section 6-02: Home Environment Assessment, paragraph (a) (2), the CDSS Adoptions Services Bureau will adhere to the requirements specified in the Welfare and Institutions Code section 16519.5, the most recently published version of the RFA WDs, and the most recently published version of the Form RFA-03². Resource Family Home Health and Safety Assessment Checklist (hereinafter referred to as Form RFA-03). As appropriate CDSS shall refer to the WDs, to complete the Form RFA-03 and provide the required summary.

B. The CDSS Adoptions Services Bureau and the County agree to coordinate efforts in the following areas:

² The RFA-03 form includes applicable instructions in the WD sections 11-01 through 11-16 regarding First Aid supplies including but not limited to provisions regarding self-administering, storing and documenting.

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1. Exchange information about resource family applicants and keep each other informed of general progress in the home health and safety assessment and changes that may affect the assessment. This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective resource family applicant(s).
2. As needed communicate the general progress in the assessment that may affect the work provided by each Party, including facts or circumstances which may delay or prevent the completion of the assessment within sixty (60) days.
3. Establish mutually agreed upon timelines for completing the home health and safety assessment when such cannot be completed within sixty days. Comply with the RFA WDs relevant to home health and safety assessments.
4. Provide other appropriate and necessary coordination as needed.

C. Responsibilities of the County

1. The County will take the following actions:
 - a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a home health and safety assessment.
 - b. Timely provide all necessary documents to the CDSS Adoptions Regional Office, using a secure or encrypted format, or a secure file transfer protocol, so that each home health and safety assessment may be completed within sixty (60) days.
 - c. Notify resource family applicants that CDSS will perform the home health and safety assessment for the County.
 - d. Conduct the background checks and related activities as described in the RFA WDs, section 6-03A.
 - e. For items identified as incomplete in the Home, Health and Safety Assessment provided by CDSS or form RFA 03 the County shall be responsible for verifying completion prior to approval of the resource family.

D. Responsibilities of the CDSS

1. The CDSS will take the following actions:
 - a. Assign a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be bilingual and/or a Licensed Clinical Social Worker for each home health and safety assessment.
 - b. Conduct a home health and safety assessment according to the RFA WDs section 6-02(a)(2): that includes all of the following: A health and safety

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assessment of the home and grounds, outdoor activity space and storage areas of the applicant's home using form RFA-03: Resource Family Home Health and Safety Assessment Checklist, to determine compliance with certain sections of Article 11 of the WDs and, if applicable, section 11.1-07: Additional Home and Grounds Requirements for Specialized Resource Families.

- c. Prepare a summary of the home health and safety assessment in a written format that includes an evaluation of the information obtained during a home health and safety assessment of the resource family applicant's home and property, e.g. if there are items that needed to be repaired or purchased.
- d. CDSS will provide the County with the written summary report, that also includes the completed Form RFA 03, within sixty (60) days of receipt of the referral from the County for the home health and safety assessment.
- e. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a home health and safety assessment are kept confidential as specified in RFA WDs section 4-04: Confidentiality.
- f. Provide for a copy of the home health and safety assessment file upon request of the County staff responsible for the provision of RFA services.
- g. Provide a CDSS Adoptions Specialist to testify in regards to the home health and safety assessment if the results of a home health and safety assessment are at issue during an administrative hearing.
- h. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the home health and safety assessment for ninety (90) days after an assessment is provided to the County. Thereafter, the home health and safety assessment file shall be securely delivered to the County. The County shall retain the closed assessment file in accordance with the retention policies set forth in Article 10, section 10-05 of the Written Directives. Access to a copy of the home health and safety assessment section of the resource family file shall be made available to CDSS (or its agents or representatives) upon request in the event of a review or audit, as permitted by law, or as required by court order.

E. Conflict Resolution

1. The County and the CDSS will act in good faith to resolve differences. Any disagreements or conflicts regarding resource family home health and safety assessments and how they are performed will be resolved as follows:
 - a. The primary social worker from the County and the CDSS will meet and confer to resolve differences regarding home health and safety assessments.

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- b. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.
- c. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences. Requests shall be made by written communication such as email to /from the county to/from the relevant CDSS Adoptions Regional Office Manager. Response times between the parties will be no longer than seven calendar days. Communication may be in person or by telephone. Meetings will continue until the differences are resolved.
- d. If the differences remain unresolved through the process specified above, the matter will be referred to the next higher level of management for each of the Parties until the matter is resolved if appropriate.

F. Conflict of Interest

1. The CDSS Adoptions Regional Office staff conducting home health and safety assessments shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest when rendering services.
2. The CDSS shall direct CDSS Adoptions Specialists to RFA WDs section 4-02(g) to identify any conflict of interest. If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to his/her supervisor, who may transfer responsibility for the home health and safety assessment to another Adoptions Specialist.

VII. Identification of Services

The Parties identify that in addition to the services of section III, Legal Consultation and Legal Representation on Appeals, the services described in Section IV, Section V and/or Section VI are a part of this Agreement, if checked below:

- Section IV, Family Evaluation
- Section V, Complaint Investigations
- Section VI, Home Health and Safety Assessment

In the event this Agreement expires or is terminated with open evaluations, investigations, assessments, or legal consultations or representation, CDSS may complete such services in accordance with the terms of this Agreement.

EXHIBIT A
(Standard Agreement)

VIII. Project Representatives for CDSS and the County

CDSS Program Representative:

Name: Brian Turner
Title: CCR Policy Analyst
Address: 744 P Street, MS 9-14-46
Sacramento, CA 95814
Phone: 916-651-7082
Facsimile: Not Available
Email: Brian.Turner@dss.ca.gov

County of Inyo Representative

Name: Keri Oney
Title: Deputy Director
Address: 163 May Street
Bishop, CA 93514
Phone: 760-873-3305
Email: Koney@inyocounty.us

Changes to the project representative information may be made by written notice to the other Party and shall not require an amendment to this Agreement.

IX. Authority to Enter into This Agreement

Each Party entering into this Agreement represents the existence of the authority to enter into this Agreement on behalf of the named Party.

GENERAL TERMS AND CONDITIONS

A. Term

The initial term of this Agreement shall commence on July 1, 2019 and shall terminate on June 30, 2021 (the “**Initial Term**”). This Agreement may be renewed by written amendment on a year-to-year basis for each one-year renewal period, upon its commencement, to constitute part of the “**Term**” for all purposes hereunder.

B. Termination

1. Termination without Cause: Each Party reserves the right to terminate this Agreement at any time and for any reason upon provision of ninety (90) days’ advance written notice to the other Party in accordance with paragraph O (Notices).
2. Termination for Cause: Each Party reserves the right to terminate the Agreement for cause. In addition, if either Party defaults under this agreement, the agreement may be terminated by the non-defaulting Party effective upon provision of forty-five (45) days advance written notice of termination provided to the defaulting Party in accordance with paragraph O (Notices).
3. Default Costs: In the event of termination of this Agreement due to a default by either Party, the non-defaulting Party shall not be liable for any costs incurred by the defaulting Party in connection with such termination.
4. Return of Materials: Upon the expiration or earlier termination of this Agreement, each Party shall return to the other Party any and all materials, equipment or documents provided by the other Party in connection with the activities governed by this Agreement within ten (10) business days of written demand therefor.

C. Ineligible for Federal Assistance

This Agreement is void or voidable if the either Party receives reliable information that the other Party has been debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal agreements, certain sub-agreements, and certain Federal assistance and benefits.

D. Amendments

This Agreement may be modified, amended, or supplemented only by a written amendment, signed by a Representative from each Party, who has the authority to act on behalf of their respective Party. Each Party is responsible for obtaining the necessary approval(s) before entering into any amendment.

GENERAL TERMS AND CONDITIONS

E. Time

1. Time is of the essence for the performance of the services of this Agreement. Each Party shall promptly comply with the terms of this agreement and in the performance of the activities described in Exhibit A, Sections III, IV, V, and VI. If a Party is unable to comply with a term or requirement of this Agreement, it shall promptly notify the other Party's Project Representative of the inability to comply with the particular requirement or term.
2. Each Party to this Agreement shall devote such time to the performance of the activities described in Exhibit A as may be reasonably necessary for the satisfactory performance of the obligations of this Agreement.
3. The Party failing to meet the timelines described in the services in Exhibit A, Sections III, IV, V and VI of this Agreement shall be responsible for any fees or costs imposed by the applicable law which result due to the other Party.

F. Default

Neither party shall be considered to be in default of this agreement to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

G. Conflict of Interest

The Parties agree to enforce the requirements of the California Government Code, Section 1090 et seq. and Sections 87100 through 87105 to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

H. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Agreement on any legally impermissible basis, including on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

1. The Parties represent that each is aware and shall follow: a) Title VII of the Civil Rights Act of 1964, including subsequent amendments (42 U.S.C. § 2000e et seq.); b) the Age Discrimination Act of 1967 (29 U.S.C. § 621 et seq.); c) Title I of the Americans with Disabilities Act of 2008 (42 U.S.C. § 12101 et seq.); and d) the California Fair Employment and Housing Act (California Govt. Code, § 12900 et seq.), including the related regulations commencing at 2 CCR § 11006 et seq.
2. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for

GENERAL TERMS AND CONDITIONS

employment and any member of the public are free from any unlawful discrimination.

3. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all sub-agreements, if any, to perform services under this Agreement.

I. Change in Statutes or Regulations

If there is a change of statute or regulations, including the Written Directives (WDs), applicable to the performance of this Agreement, both Parties agree to be governed by the new provisions, unless either party gives Notice to terminate pursuant paragraph O of this Agreement or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Agreement.

J. Assignment

Except as specifically authorized within the Agreement, no rights may be assigned and no duties under this Agreement may be delegated by a Party without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void. Each successor or assignee of the applicable Party to this agreement shall be held jointly and severally liable under this agreement.

K. Responsibility of Project Representatives

All matters concerning the administration of this Agreement, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least ten days prior to such change in accordance with paragraph O (Notices). The Project Representatives for the Parties are specified in the Exhibit A, Page 19, in Section VIII.

L. Waiver

1. Any waiver shall be memorialized in writing, and signed by the Project Representative of each Party. However, neither Party may waive provision or right in the Agreement that is a required act specified in the WDs.
2. The failure of either Party to enforce any right or provision of this agreement shall not be construed as a waiver by the other Party of its rights under the agreement and shall not prevent the other Party from subsequently enforcing such right or provision.

M. Cumulative Rights

The rights and remedies of the Parties herein are cumulative and are in addition to any other rights or remedies that the Parties may have at law or in equity.

GENERAL TERMS AND CONDITIONS

N. Severability

Should any part, term, portion, or provision of this agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first place.

O. Notices

A notice to the other Party in the administration of this Agreement shall be given to the Party's Project Representative by regular mail, by facsimile transmission, or by email as more particularly specified in this paragraph. Any such notice will be deemed given on:

1. Personal Service: The day the notice is personally delivered to the Party's Project Representative.
2. United States Mail: Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative with first-class postage fully prepaid;
3. Facsimile: On the day the notice is transmitted by facsimile to the facsimile number specified as specified in Section VIII, provided that an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative on the same day as the facsimile transmission is made; or

Email: On the day the notice is transmitted by email to the email address of the Party's Project Representative.

P. Compliance with Applicable Laws

The Parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this agreement. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Agreement.

Q. Negotiated Agreement

This Agreement was negotiated between the Parties. Neither Party is deemed to be the Party which prepared this Agreement within the meaning of California Civil Code, section 1654.

R. Independent Advice

Each Party represents that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also represents that it has received independent legal advice from its attorney with respect to the matters set

GENERAL TERMS AND CONDITIONS

forth in this agreement and the rights and duties arising out of this Agreement, or that such Party willingly foregoes any such consultation.

S. Information Subject to a Business Associate Agreement

The Parties agree to identify for the other Party protected health information in the records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

T. Conflicting Disclosure Laws

The Parties agree to follow the requirements of the law for the disclosure of confidential records. When in doubt as to whether a record in its possession should be disclosed or withheld, each Party agrees to contact its Legal Counsel for direction.

U. Mailing of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

V. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third party who is not a Party to this Agreement to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

W. Indemnification

1. Claims Arising from Acts or Omissions of the County

The County hereby agrees to defend and indemnify the CDSS, its agents, officers, and employees (hereinafter collectively referred to as the CDSS), from any claim, action or proceeding against the CDSS arising from the County's negligence in the performance of the services and activities of this Agreement, including omissions to

GENERAL TERMS AND CONDITIONS

act. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

2. Claims Arising from Acts or Omissions of the CDSS

The CDSS hereby agrees to defend and indemnify the County, its agents, officers, and employees (hereinafter collectively referred to as the County), from any claim, action or proceeding against the County arising from CDSS' negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim action or proceeding and cooperate fully.

X. Relationship of the Parties

The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by both Parties that this Agreement does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party, except as identified in Exhibit A.

Y. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of this state relating to insolvency or protection of the rights of creditors.

Z. Insurance Requirements

The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this agreement by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit A, Attachment 3. Evidence of CDSS' self-insurance for liabilities, from the use of motor vehicles includes owned, non-owned, and hired vehicles used by CDSS employees in the performance of services, is provided with Exhibit A, Attachment 4.

AA. Title to Documents; Copyrights

The reports, forms and other materials produced by the CDSS pursuant to this Agreement are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS.

GENERAL TERMS AND CONDITIONS

Incomplete documents or projects may not be used without the prior written consent of the CDSS. Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

BB. Venue

It is agreed by the Parties to this Agreement that, unless expressly waived by CDSS, any action brought to enforce provisions of this Agreement for declaratory relief shall be filed and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

CC. Controlling Law

The validity, interpretation and performance of this Agreement shall be construed under the laws of the State of California, or when applicable federal law.

DD. Entire Agreement

This Agreement is the entire Agreement of the Parties for the performance of the services described in Exhibit A. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

Information Security Requirements

I. Information Security Incidents and/or Breaches

- A. Discovery and Notification of Incidents and/or Breaches.** CDSS shall be responsible for facilitating the Incident and/or Breach response process as described in California Civil Code 1798.29(e), California Civil Code 1798.82(f), and SAM 5340, Incident Management. CDSS shall notify the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within one working day by telephone call and email upon the discovery of the Incident and/or Breach affecting the security of County Confidential, Sensitive, and/or Personal (CSP) Information if the County CSP was, or is reasonably believed to have been, acquired by an unauthorized person, or there is an intrusion, potential loss, or unauthorized use or disclosure of the County CSP is in violation of the Agreement, this provision, the law, or potential loss of the County CSP that is in violation of this Attachment 2. CDSS shall take:
1. Prompt corrective action to mitigate any risks or damages involved with the Incident and/or Breach and to protect the operating environment;
 2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- B. Isolation of System or Device.** A system or device, containing County CSP, compromised by an Incident and/or Breach involving an exploitation of a technical vulnerability, shall be promptly disconnected from CDSS' production environment with access to only individuals who are participating in the investigation, mitigation, and remediation of the Incident and/or Breach. Such system or device shall remain disconnected from the production environment until the risk from the exploited vulnerability has been adequately mitigated. The County must be contacted prior to placing the previously compromised system or device, containing County CSP, back in the production environment. The affected system or device, containing County CSP, shall not be returned to operation in the production environment until the County Information Security and/or Privacy Officer gives its approval.
- C. Investigation of Incidents and/or Breaches.** CDSS shall promptly investigate such Incidents and/or Breaches.
- D. Updates on Investigation.** CDSS shall provide regular (at least once a week) email updates on the progress of the Incident and/or Breach investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer.
- E. Written Report.** CDSS shall provide a written report of the investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within fifteen (15) working days of the discovery of the Incident and/or Breach. To the extent CDSS has such information, the report shall include but not be limited to the following:

1. CDSS point of contact information;
 2. Description of what happened, including the date of the Incident and/or Breach and the date of the discovery of the Incident and/or Breach, if known;
 3. Description of the types of County CSP that were involved and the extent of the information involved in the Incident and/or Breach;
 4. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed County CSP;
 5. A description of where the County CSP is believed to have been improperly transmitted, sent, or utilized;
 6. A description of the probable causes of the improper use or disclosure;
 7. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
 8. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach.
- F. Notification of Individuals.** CDSS shall notify individuals of the breach or unauthorized use or disclosure when notification is required under applicable state or federal law as determined by the County. CDSS shall pay any costs of such notifications, as well as any costs associated with the breach. The CDSS Program Contract Manager and the County Information Security and/or Privacy Officer shall promptly approve the time, manner and content of any such notifications, and such approval shall not be unreasonably withheld.



January 16, 2019

**STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION
INSURANCE FISCAL YEAR JULY 1, 2019 / JUNE 30, 2020**

Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

A handwritten signature in black ink, appearing to read "Lynan Graf", is written over a faint, illegible typed name.

Lynan Graf,
Associate Risk Analyst
Office of Risk and Insurance Management
Insurance Services Unit
Phone: (916) 376-5290
Fax: (916) 376-5275
Lynan.graf@dgs.ca.gov



January 16, 2019

**STATE OF CALIFORNIA AUTOMOBILE
LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2019 / JUNE 30, 2020**

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self-insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

A handwritten signature in black ink that reads "Lynan Graf". The signature is written in a cursive style with a large, looping "G" at the end.

Lynan Graf
Department of General Services
Associate Risk Analyst
(916) 376-5290
Lynan.Graf@dgs.ca.gov

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed \$0.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

19/20	\$0.00
20/21	\$0.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), County agrees to pay CDSS for said services in accordance with the rates specified below:

a. Invoicing for Family Evaluations

- i. If Family Evaluations were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Family Evaluation services were completed. The quarterly invoices shall include for each completed Family Evaluation the non-federal cost per case rate.
- ii. The CDSS shall track each Family Evaluation and invoice for the non-federal share of \$1,244 per each Family Evaluation.¹ CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year will be subject to change based on the applicable federal discount rate for that year.
- iii. The County shall pay CDSS quarterly for the completed Family Evaluations. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).
- vi. If it is determined by CDSS that the average family evaluation greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).
- v. If the Exhibit A identifies that CDSS will provide only a portion of the County's Family Evaluations, the cost of the Family Evaluation shall be the same as identified in section A, paragraph 2 (a) (ii), above.

¹ The estimated cost to complete each Family Evaluation is \$1,790.00. The federal funds share is \$546.

EXHIBIT B
(Standard Agreement)

b. Invoicing for Complaint Investigations

- i. If Complaint Investigations were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Complaint Investigations were completed. The quarterly invoices shall include, for each completed complaint investigation, the non-federal cost per case rate.
- ii. The CDSS shall track each Complaint Investigation and invoice for the non-federal cost of \$1,146.00.² CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year will be subject to change based on the applicable federal discount rate for that year.
- iii. The County shall pay CDSS quarterly. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its LRF for subsequent payment(s).
- vi. If it is determined by CDSS that the average complaint investigation greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).
- v. If the Exhibit A identifies that CDSS will provide only a portion of the County's Complaint Investigations, the cost of the Complaint Investigation shall be the same as identified in this Exhibit B, section A, paragraph 2 (b)(ii), above.

c. Invoicing for Home Health and Safety Assessments

- i. If Home Health and Safety Assessments were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Home Health and Safety Assessments services were completed. The quarterly invoices shall include, for each open Home Health and Safety Assessment, the non-federal cost per case rate.
- ii. The CDSS shall track each Home Health and Safety Assessment and invoice for the non-federal share of cost of \$256 per each Home Health and Safety Assessment.³ CDSS shall not invoice for the amount of the services involving

² The estimated cost to complete each Complaint Investigation is \$1649.00. The federal funds share is \$503.00.

³ The estimated cost to complete each Home, Health and Safety Assessment is \$368.00. The federal funds share is \$112.00.

**EXHIBIT B
(Standard Agreement)**

the federal funds share. The non-federal share of costs for each fiscal will be subject to change based on the applicable federal discount rate for that year.

- iii. The County shall pay CDSS quarterly. For Payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).
 - iv. If it is determined by CDSS that the average Home Health and Safety Assessment greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).
 - v. If the Exhibit A identifies that CDSS will provide only a portion of the County's Home Health and Safety Assessments, the cost of the Home Health and Safety Assessments shall be the same as identified in this Exhibit B, section A, paragraph 2 (c)(ii), above.
3. The County shall be responsible for payment of the contracted services and activities provided by CDSS in accordance with rates above from the following sources and in the following order:
- * General Fund Resource Family Approval allocation (if such exists in the State Budget);
 - * the County's 2011 Realignment LRF; and
 - * other County funds.

4. Continuation of Services

In the event this Agreement expires or is terminated with open Family Evaluations, Complaint Investigations, Home Health and Safety Assessments or Legal Consultations or Legal Representation on Appeals/SHD and OAH Hearings, CDSS may complete such actions in accordance with the terms of this Agreement; submit invoices as identified in this Exhibit B, withhold a corresponding portion of the RFA Allocation to complete such activities from a current or subsequent fiscal year, and receive payment from the County from its LRF for a current or subsequent fiscal year.

5. Cost Increase

During the term of this Agreement, and as the Budget Act allows, CDSS and the County may approve increases in the service levels for each of the services provided by CDSS and increase the amount that the County shall pay CDSS from the County's General Fund RFA allocation and the LRF.

EXHIBIT B
(Standard Agreement)

6. The following County Fiscal Letter(s) (CFL) is incorporated by reference:
CFL 16/17-45.
7. Invoices shall include the Agreement No. 19-5039 and Index Code 2570 and shall be submitted in triplicate or as otherwise requested by the County nor more frequently than quarterly in arrears to:

Inyo County Department of Health and Human Services
163 May Street
Bishop, CA 93514
Attn: Keri Oney, Deputy Director

8. Should the County receive services in excess of \$750,000 in federal assistance, Invoices shall include the CFDA number: 93.658 and the CFDA Program Title: Resource Family Approval.

Any invoices submitted without the above referenced information may be returned to CDSS for reprocessing.

9. For each invoice, the County shall route to the appropriate personnel responsible for the prompt review and payment. For disputed invoices, if any, the County shall specifically identify those services which are in dispute, for which additional information is necessary, in its subsequent correspondence with CDSS.
10. Undisputed invoices shall be paid promptly, and no later than 45 days from receipt of the original invoice. The County shall also pay for those services which are undisputed within 45 days of receipt of the original invoice.

B. State Budget Contingency Clause

1. 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 program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. For Contracts with Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes

EXHIBIT B
(Standard Agreement)

of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS, at its option, may terminate this Agreement upon 30-days notice, or to amend the Agreement to reflect any reduction in Federal funds.

D. Review

Each party reserves the right to review service levels and billing procedures as they impact charges against this Agreement.



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 4, 2020

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meetings of January, 14, 2020, January 21, 2020, and January 28, 2020.

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 1/30/2020
Final Approval - 1/30/2020



County of Inyo



Agricultural Commissioner

TIMED ITEMS - ACTION REQUIRED

MEETING: February 4, 2020

FROM: Nathan Reade

SUBJECT: Ordinance Amending Section 5.40.070 of the Inyo County Code

RECOMMENDED ACTION:

Request Board: A) read title and waive further reading of a proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Subsections 5.40.070A.2, 5.40.070A.5A, 5.40.070A.5C, 5.40.070A.5F, and 5.40.070A.5G of the Inyo County Code," in order to make previously omitted changes to County Code with respect to the number of available commercial cannabis licenses; and B) schedule enactment for 11:00 a.m. on February 11, 2020 in the Board of Supervisors Chambers, County Administrative Center, Independence.

SUMMARY/JUSTIFICATION:

This item is on to clean up unintended changes to the license allocations to the commercial cannabis zones. The Board of Supervisors made several amendments to Inyo County Code sections dealing with commercial cannabis activities in 2019. Some of the amendments made in May of 2019 that were meant to reallocate licenses from certain activity types and cannabis licensing zones to others were omitted during a later revision in November 2019.

This amendment would retain the changes to Inyo County Code section 5.40.070 made in November 2019 with regard to the addition of non-storefront retail license types while amending the current code section to include the earlier reallocation of licenses made in May 2019.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Your board made two amendments to section 5.40.070 of the Inyo County code during 2019. The first amendment, passed in May of 2019, reallocated certain existing license types throughout the cannabis licensing zones. The second amendment, passed in November of 2019, added the non-storefront retail license type to the cannabis activities allowed in Inyo County, as well as allocated nine of these license types to certain cannabis licensing zones throughout Inyo County. During the latter amendments certain changes made in the earlier amendment were omitted.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could leave the code in it's current state but that would omit the license reallocation your Board adopted in May 2019. One of the license types in cannabis licensing Zone 5A that were added in May of 2019 but erroneously removed in the November 2019 revision are currently under consideration for licensing. Said license, that you are set to consider later today, could not be issued if this ordinance is not adopted.

OTHER AGENCY INVOLVEMENT:

FINANCING:

If this amendment is not made, Inyo County may realize reduced fees and taxes associated with commercial cannabis activity.

ATTACHMENTS:

1. Proposed Ordinance

APPROVALS:

Nathan Reade	Created/Initiated - 1/28/2020
Nathan Reade	Approved - 1/28/2020
Darcy Ellis	Approved - 1/28/2020
Nathan Reade	Approved - 1/28/2020
Marshall Rudolph	Final Approval - 1/28/2020

ORDINANCE XXXX

**AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA, AMENDING SUBSECTIONS 5.40.070A.2,
5.40.070A.5A, 5.40.070A.5C, 5.40.070A.5F, AND 5.40.070A.5G
OF THE INYO COUNTY CODE**

WHEREAS, The State of California legalized the recreational use of cannabis and subsequently consolidated laws applicable to recreational use with those for medical use in the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA); and

WHEREAS, the MAUCRSA preserves that authorities of local public agencies to regulate commercial cannabis activity more stringently than required by state law; and

WHEREAS, The Inyo County Board of Supervisors approved the enactment of Chapter 5.40 to the Inyo County Code and subsequently modified certain sections of that Chapter;

WHEREAS, certain changes intended to be made with respect to available licenses were inadvertently omitted from the Board's prior modification of Chapter 5.40 and this Ordinance is intended to make those intended changes.

NOW, THEREFORE, the Board of Supervisors, County of Inyo, ordains as follows:

SECTION I: Subsection 5.40.070A.2 of the Inyo County Code is hereby amended in its entirety to read as follows:

"2. Zone 2 shall be comprised of the Second Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, excluding the unincorporated Inyo County portion of the Second Supervisorial District encompassing Tu Su Lane on the west, Early Pond on the south and See Vee Lane on the east, which shall be assigned to Zone 1 above. The Commercial Cannabis Business Licenses available in Zone 2 shall be as follows:

- a. Cultivation Licenses: 2
- b. Classification 6 Manufacturing Level 1:
Combined with Classification 7, 2 total
- c. Classification 7 Manufacturing Level 2:
Combined with Classification 6, 2 total
- d. Classification 8 Testing Laboratory: 1
- e. Classification 9 Non-Storefront Retail: 1
- f. Classification 10 Retailer: 0
- g. Classification 11 Distributor: 1
- h. Classification 12 Microbusiness: 1"

SECTION II: Subsection 5.40.070A.5A of the Inyo County Code is hereby amended in its entirety to read as follows:

“5.A Zone 5A shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north, the Fourth Supervisorial District; on the east, from Owenyo Lone Pine Road and Dolomite Loop Road to Highway 136 between Owenyo Lone Pine Road and Highway 395; and Highway 395 south to the intersection of Cottonwood Creek Road; on the south, westward from Cottonwood Creek Road, along Cottonwood Creek, to Horseshoe Meadows Road. to the end of Horseshoe Meadows Road and due west approximately 2.6-miles to the County line. The Commercial Cannabis Business Licenses available in Zone 5A shall be as follows:

- i. Cultivation Licenses: 2
- j. Classification 6 Manufacturing Level 1: 1
- k. Classification 7 Manufacturing Level 2: 0
- l. Classification 8 Testing Laboratory: 1
- m. Classification 9 Non-Storefront Retail: 1
- n. Classification 10 Retailer: 1
- o. Classification 11 Distributor: 1
- p. Classification 12 Microbusiness: 1”

SECTION III: Subsection 5.40.070A.5C of the Inyo County Code is hereby amended in its entirety to read as follows:

“5C. Zone 5C shall be comprised of the area Within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north, the southern boundary of Zone 5B, also being the southern line of Township 19 South M.D.B & M, and extended along the southern boundary of Zone 5D approximately 5-miles; on the east, the western boundary of the China Lake Naval Weapons Station; on the south, the County line; and, on the west, the County line to the boundary of Zone 5B. The Commercial Cannabis Business Licenses available in Zone 5C shall be as follows:

- a. Cultivation Licenses: 5
- b. Classification 6 Manufacturing Level 1: 1
- c. Classification 7 Manufacturing Level 2: 0
- d. Classification 8 Testing Laboratory: 1
- e. Classification 9 Non-Storefront Retail: 2
- f. Classification 10 Retailer: 2
- g. Classification 11 Distributor: 1
- h. Classification 12 Microbusiness: 3”

SECTION IV: Subsection 5.40.070A.5F of the Inyo County Code is hereby amended in its entirety to read as follows:

“5F. Zone 5F shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north; by the southern boundary of Zone 4; and on the east, the Nevada State line south to the northern crest of the Nopah mountain range and south along the crest of the Nopah mountain range to the County line; and on the south, the County line to the western boundary of Death Valley National Park; and, on the west, the western boundary of Death Valley National Park to the southern boundary of Zone 4. The Commercial Cannabis Business Licenses available in Zone 5F shall be as follows:

- a. Cultivation Licenses: 10
- b. Classification 6 Manufacturing Level 1:
Combined with Classification 7, 5 total
- c. Classification 7 Manufacturing Level 2:
Combined with Classification 6, 5 total
- d. Classification 8 Testing Laboratory: 1
- e. Classification 9 Non-Storefront Retail: 1
- f. Classification 10 Retailer: 1
- g. Classification 11 Distributor: 2
- h. Classification 12 Microbusiness: 2”

SECTION V: Subsection 5.40.070A.5G of the Inyo County Code is hereby amended in its entirety to read as follows:

“5G. Zone 5G shall be comprised of the area within the Fifth Supervisorial District, as that supervisorial district existed at the time of enactment of this Ordinance, bounded by: on the north and east, the intersection of northern crest of the Nopah mountain range and the Nevada State line south along the State line to the Inyo County line; on the south, the County line to the boundary of Zone 5F; and, on the west, the crest of the Nopah mountain range northward to the intersection with the Nevada State line. The Commercial Cannabis Business Licenses available in Zone 5G shall be as follows:

- a. Cultivation Licenses:
 1. 4 for cultivation activities of 5,000 square feet or less; and
 2. 11 for cultivation activities including those greater than 5,000 square feet.
- b. Classification 6 Manufacturing Level 1:
Combined with Classification 7, 6 total
- c. Classification 7 Manufacturing Level 2:
Combined with Classification 6, 6 total

- d. Classification 8 Testing Laboratory: 1
- e. Classification 9 Non-Storefront Retail: 0
- f. Classification 10 Retailer: 1
- g. Classification 11 Distributor: 2
- h. Classification 12 Microbusiness: 6

SECTION VI. Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION VII. Effective date.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124(b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board voting for and against same.

PASSED AND ADOPTED this _____ day of _____, 2020 by the following vote of the Inyo County Board of Supervisors:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

 Matt Kingsley, Chairperson

ATTEST: Clint Quilter
 Clerk to the Board

By: _____
 Darcy Ellis, Assistant



Amy Shepherd
Auditor- Controller
ashepherd@inyocounty.us

(760) 878-0343
(760) 872-2700
(760) 876-5559
FAX: (760) 878-0391

COUNTY OF INYO
OFFICE OF THE AUDITOR-CONTROLLER
P. O. Drawer R
Independence, California 93526

CHRISTIE MARTINDALE
Assistant Auditor-Controller
cmartindale@inyocounty.us

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HEATHER WILLIAMS
Office Technician III
hwiliams@inyocounty.us

RUSTY HUERTA
Office Technician II
rhuerta@inyocounty.us

September 27, 2019

Honorable Board of Supervisors
County of Inyo
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd
Auditor-Controller

By: , Deputy
Ivonne J. Bunn

STATEMENT

MONEY IN COUNTY TREASURY

FOR JULY TO SEPTEMBER 2019

STATE OF CALIFORNIA
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26920 of the Government Code, and being duly sworn on oath, makes the following report for the period ending SEPTEMBER 27, 2019

Amount of money that should be in the treasury on September 27, 2019

is	\$150,612,126.05	
Receipts from 07/01/2019-09/27/2019	\$41,216,813.47	
(Less paid warrants) Amount actually therein is	(\$44,526,350.70)	
Active Balance		\$5,622,028.38
Silver		\$15.34
Currency		\$938.00
Certificates of Deposit		\$125,493,299.28
CD		\$12,613,000.00
Local Agency Debt		\$776,628.57
Deposits on Hand		
Corp Obligation		\$2,031,246.53
	147,302,588.82	\$146,537,156.10

Difference:

06/28/19 PERS PIONEER-CLASSIC 969 (\$1,634.64)
06/28/19 PERS SAFETY-PEPRA 25015 (\$5,676.07)
06/28/19 PERS SAFETY-CLASSIC 21 (\$32,191.61)
06/28/19 PERS MISCELL-PEPRA 260100 (\$58,556.96)
06/28/19 PERS MISCELL-CLASSIC 20 (87,110.67)
06/28/19 ICOE:PERS ICOS (\$61,129.52)
06/28/19 ICOE:PERS ICOS (123,445.47)

9/27/19 REMOTE DEP IN TRANSIT (\$390,291.23)
9/27/19 TXR POOL DEP-UB CK#1951 (\$5,396.55)



County Auditor

Subscribed and sworn to before me this 28th day of January 2020


Assistant Clerk of the Board of Supervisors
INYO COUNTY



Amy Shepherd
Auditor- Controller
ashepherd@inyocounty.us

(760) 878-0343
(760) 872-2700
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HEATHER WILLIAMS
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hwilliams@inyocounty.us

RUSTY HUERTA
Office Technician II
rhuerta@inyocounty.us

January 28, 2020

Honorable Board of Supervisors
County of Inyo
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd
Auditor-Controller

By: , Deputy
RUSTY HUERTA

STATEMENT

MONEY IN COUNTY TREASURY

FOR SEPTEMBER TO DECEMBER 2019

STATE OF CALIFORNIA
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26920 of the Government Code, and being duly sworn on oath, makes the following report for the period ending
DECEMBER 30, 2019

Amount of money that should be in the treasury on December 30, 2019

is	\$146,537,156.10	
Receipts from 09/28/2019-12/30/2019	\$55,716,760.04	
(Less paid warrants) Amount actually therein is	(\$42,537,023.60)	
Active Balance		\$7,889,336.81
Silver		\$26.46
Currency		\$2,788.00
Certificates of Deposit		\$135,182,192.06
CD		\$13,112,000.00
Local Agency Debt		\$1,020,987.98
Deposits on Hand		
Corp Obligation		\$2,031,246.53
	159,716,892.54	\$159,238,577.84

Difference:

9/27/19 REMOTE DEP IN TRANSIT \$390,291.23
9/27/19 TXR POOL DEP-UB CK#1951 \$5,396.55

12/27/19 REMOTE DEP TRANSIT (\$89,899.28)
12/30/19 CUSIP: 3134GUN30 FA-PURCHASE \$2,000,000
12/30/19 ICSOS: CAL PERS \$83402.30
12/30/19 ICSOS: CAL PERS \$132494.50
12/30/19 CUSIP: 3130A9DH1-FULL CALL (3,000,0



County Auditor

Subscribed and sworn to before me this 28th day of January 2020



Assistant Clerk of the Board of Supervisors
INYO COUNTY

Commissioners
Eric Sklar, President
Saint Helena

Jacque Hostler-Carmesin, Vice President
McKinleyville

Russell E. Burns, Member
Napa

Peter S. Silva, Member
Jamul

Samantha Murray, Member
Del Mar

STATE OF CALIFORNIA
Gavin Newsom, Governor

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

Melissa Miller-Henson
Executive Director
P.O. Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
fgc@fgc.ca.gov
www.fgc.ca.gov

RECEIVED
2020 JAN 24 AM 11:42
INFO COUNTY
ADMINISTRATIVE
NETS OF THE STATE

January 24, 2020

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to sections 550, 550.5, 551, 552, 630 and 702, Title 14, California Code of Regulations, relating to wildlife areas, public lands and ecological reserves.

Please note the date of the public hearing related to this matter and associated deadlines for receipt of written comments. Additional information and associated documents may be found on the Fish and Game Commission website at <https://fgc.ca.gov/Regulations/2020-New-and-Proposed>.

Julie Horenstein, Lands Program, has been designated to respond to questions on the substance of the proposed regulations. She can be reached at (916) 324-3772 or via email at Julie.Horenstein@wildlife.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jon Snellstrom".

Jon Snellstrom
Associate Governmental Program Analyst

Attachment

TITLE 14. Fish and Game Commission Notice of Proposed Changes in Regulations

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 200, 203, 205, 265, 331, 332, 355, 710, 710.5, 710.7, 713, 1050, 1055, 1055.1, 1530, 1570, 1571, 1572, 1573, 1583, 1587, 1745, 1764, 1765, 3003.1, 3004.5, 3031, 3039, 3950, 3951, 4001, 4004, 4150, 4302, 4330, 4331, 4332, 4333, 4336, 4340, 4341, 4652, 4653, 4655, 4657, 4750, 4751, 4752, 4753, 4754, 4755, 4902, 10500, 10502 and 10504, Fish and Game Code and to implement, interpret or make specific Sections 550, 550.5, 551, 552, 630 and 702; Title 14, California Code of Regulations, relating to public use of Department of Fish and Wildlife lands.

Informative Digest/Policy Statement Overview

The Department proposes to designate recently acquired lands; one as a wildlife area pursuant to Fish and Game Code sections 1525 and 1526; and seven (7) as ecological reserves pursuant to Fish and Game Code Section 1580. Four properties which the Department no longer possesses or manages will be removed from the regulations.

The purposes of wildlife areas are to conserve wildlife and their associated habitats, while allowing for compatible recreation. The main uses of wildlife areas include hunting, fishing, wildlife viewing, photography, environmental education and research. The purposes of ecological reserves are to conserve threatened or endangered plants and/or animals, and/or specialized habitat types, provide opportunities for the public to observe native plants and wildlife, and provide opportunities for environmental research. Recreation on ecological reserves must be compatible with the conservation of the property's biological resources.

The general public's use of Department lands is governed by regulations:

- Section 550 contains regulations that pertain to all Department lands.
- Section 550.5 contains more detailed regulations about reservations, passes, and permits used on Department lands.
- Section 551 pertains to wildlife areas only.
- Section 552 pertains to nine (9) National Wildlife Refuges where the Department manages hunting programs,
- Section 630 pertains to the Department's ecological reserves.
- Section 702 pertains to fees and forms.

If approved, these proposed regulation changes would:

Designate seven ecological reserves in subsection 630(b) and one wildlife area in subsection 551(b).

Remove one ecological reserve and three wildlife areas from, respectively, subsections 630(b) and 551(b).

Make site-specific regulation changes for certain properties to improve public safety, increase compatible recreational opportunities on certain properties, prohibit general public access on certain properties, provide natural resource protection and manage staff resources for the conservation and recreational purposes of these properties.

Improve consistency between federal regulations and the state regulations in Section 552 for nine Federal refuges on which the Department manages hunting programs and remove text that is duplicative or otherwise unnecessary in this section. These refuges are also listed as state wildlife areas in subsection 551(c).

Update information in the "Permit Application For Special Use of Department Lands" (DFW 730 (New 01/14)) which is incorporated by reference in Subsection 702(d)(1) and associated subsections of 702 to improve their clarity and consistency.

Editorial changes are also proposed to improve the clarity and consistency of the regulations and to streamline the regulations by removing unnecessary text.

Goals and Benefits of the Regulation:

The increase in compatible recreational opportunities will benefit businesses that provide recreational equipment, and supplies, and local businesses that sell food or other goods to people who recreate on Department lands.

Non-monetary benefits to the public

The Commission does not anticipate non-monetary benefits to the protection of public health and safety, worker safety, the prevention of discrimination, the promotion of fairness or social equity, and the increase in openness and transparency in business and government.

Consistency with State Regulations

The proposed regulations are neither inconsistent nor incompatible with existing State regulations. Section 20, Article IV, of the State Constitution specifies that the Legislature may delegate to the Fish and Game Commission such powers relating to the protection and propagation of fish and game as the Legislature sees fit. The Legislature has delegated to the Commission the power to regulate the uses of Department lands (Sections 1526 and 1580, Fish and Game Code). The Commission has reviewed its own regulations and finds that the proposed regulations are neither inconsistent nor incompatible with existing State regulations. The Commission has searched the California Code of Regulations and finds no other State agency regulations pertaining to the designation and compatible uses of Department lands.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Natural Resources Building Auditorium, First Floor, 1416 Ninth Street, Sacramento, California, on Friday, February 21, 2020, at 8:00 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Natural Resources Building Auditorium, First Floor, 1416 Ninth Street, Sacramento, California, on Thursday, April 16, 2020, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before noon April 10, 2020 at the address given below, or by email to FGC@fgc.ca.gov. All comments (both oral and written) must be

received no later than April 16, 2020, at the hearing in Sacramento, California. If you would like copies of any modifications to this proposal, please include your name and mailing address. **Mailed comments should be addressed to Fish and Game Commission, P.O. Box 944209, Sacramento, CA 94244-2090.**

Availability of Documents

Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikeout format can be accessed through the Commission website at www.fgc.ca.gov. The regulations as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Melissa Miller-Henson, Acting Executive Director, Fish and Game Commission, 1416 Ninth Street, P.O. Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above-mentioned documents and inquiries concerning the regulatory process to Melissa Miller-Henson or Sheri Tiemann at the preceding address or phone number. **Julie Horenstein, Lands Program, has been designated to respond to questions on the substance of the proposed regulations. She can be reached at (916) 324-3772 or via email at Julie.Horenstein@wildlife.ca.gov.**

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 265 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4, 11346.8 and 11347.1 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Assessment

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

(a) Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have significant statewide adverse economic impacts directly affecting business, including the ability of California businesses to compete with businesses in

other states because the regulatory actions affect undeveloped land and are not anticipated to have any net impact on recreational uses.

(b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The proposed action will not impact the creation or elimination of jobs within the state, the creation of new businesses or the elimination of existing businesses, or the expansion of businesses in California because the regulatory actions affect undeveloped land and are not anticipated to have any net impact on recreational uses. No benefits to worker safety are anticipated because this regulatory action will not impact working conditions. The proposed site-specific regulation changes for certain properties are expected to benefit the health and welfare of California residents by increasing public safety and recreational opportunities and benefit the environment by improving resource protection and the management of staff resources.

(c) Cost Impacts on a Representative Private Person or Business:

The agency is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

The California Department of Fish and Wildlife (Department) may experience a small increase in draw application fees for additional special hunts that have been proposed, as well as a small decrease in one-day or two-day hunting passes because some pheasant hunts are proposed to be no longer permitted in certain Type A wildlife area lands. The net revenue change is estimated to be **\$149.52** per budget year.

The proposed changes are to designate seven ecological reserves and one wildlife area. Through designating these properties, four will offer at least occasional public use opportunities, such as special hunts and educational activities. Three will generally be open to authorized public uses.

The proposed regulation changes would increase special hunt opportunities offered to a limited number of participants via a random drawing. These hunts are often offered to a category of hunters that would particularly benefit from the more controlled circumstances of a special hunt, such as youth or disabled hunters.

Most of the proposed special hunt opportunities would be for upland game. One would be for tule elk. The anticipated number of applicants for each new special hunts and potential new revenue is shown in Table 1. The draw application fee for an upland game special hunt is \$2.42, and the application fee for tule elk is \$8.13. The estimated new revenue for the proposed upland game bird and tule elk special hunts is estimated to be as much as **\$653.40**.

Some proposed changes would decrease public use opportunities such as the elimination of early season pheasant hunting days on seven Central Valley Type A wildlife areas. Regular shoot days for the Type A wildlife areas during the waterfowl hunting season (basically September through January) are Saturday, Sunday, and Wednesday. No hunting occurs outside of those days for waterfowl or any other species, except for the possibility that pheasant could be permitted. In the current regulations (subsections within 551(s)) there are exceptions to the regular shoot days on seven Type A wildlife areas. Depending on the property, five to twelve consecutive days of pheasant hunting are allowed at the beginning of the six-week pheasant season which begins in early November.

However, starting approximately nine years ago, because of the steep decline in the wild pheasant population, the Department has annually issued a press release that excluded nearly all those extra pheasant hunt days. The Department had to exercise its authority to restrict or close a public use for conservation purposes. Only one extra day was retained on two properties via the press releases: the first Monday of pheasant season on Gray Lodge and Upper Butte Basin. In practice, this one day on two areas have been the only extra opportunity available, regardless of the current language in Section 551(s). So functionally, the proposed regulatory change would be a very small change from the current practices over the last nine years.

In order to hunt on a Type A wildlife area, people must purchase a hunting pass. One-day, two-day, and season-long hunting passes are sold through the Department's online license sales program. The current fee for a one-day Type A hunting pass is \$21.42. The current fee for a two-day hunting pass is \$36.21.

The hunter participation on "pheasant Mondays" in recent years at Gray Lodge and Upper Butte Basin has been very low compared to regular weekend shoot days. We estimate that five one-day passes are sold for each property for the first Monday, and four two-day passes are sold for each property for hunting on Sunday and Monday. If this day is no longer available for upland game hunting on those two properties, this could result in a total loss of **\$503.88** in hunting pass sales.

The Department estimates that removing this one-day from two properties will not affect the sale of season-long hunting passes, hunting licenses or upland game stamps.

In sum, the proposed rulemaking could result in \$653.40 in new revenue to the Department along with a reduction in revenue estimated to be about \$503.88, resulting in a \$149.52 net revenue change for the Department that is absorbable within existing budgets and resources.

(e) Nondiscretionary Costs/Savings to Local Agencies: None.

(f) Programs Mandated on Local Agencies or School Districts: None.

(g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

(h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

David Thesell
Program Manager

Dated: January 14, 2020