

# Agenda



## County of Inyo Board of Supervisors

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

**NOTICE TO THE PUBLIC:** In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, the Board will be conducting its meetings exclusively online.

Board Members and Staff will participate via Zoom webinar, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: [donotreply@inyocounty.us](mailto:donotreply@inyocounty.us).

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

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

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

### January 12, 2021 - 8:30 AM

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

### CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Names of cases: *LADWP v. Inyo County et al.* (CA 5th District Court of Appeal Case No. F081389) and *Inyo County v. LADWP* (Kern County Sup. Ct. Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC).
3. **PUBLIC EMPLOYMENT – Pursuant to Government Code §54957** – Title: Veterans Service Officer
4. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer 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.
5. **PLEDGE OF ALLEGIANCE**
  6. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
  7. **PUBLIC COMMENT**
  8. **EMPLOYEE SERVICE RECOGNITION** - The Board of Supervisors will recognize employee service milestones reached during the Fourth Quarter of 2020.
  9. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
  10. **COVID-19 STAFF UPDATE**

**DEPARTMENTAL - PERSONNEL ACTIONS**

11. **Health & Human Services - Health/Prevention** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Prevention Specialist exists in non-General Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Prevention Specialist at Range 60 (\$3,758 - \$4,564); and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill the resulting vacancy.
12. **Health & Human Services - Social Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Social Worker III or IV exists in the non-General Fund Social Services budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Social Worker, either a III at Range 70 (\$4,753 - \$5,781), or a IV at Range 73 (\$5,098 - \$6,201), contingent upon qualifications; and D) if an internal candidate is hired into the Social Worker III or IV position, authorize HHS to backfill any resulting vacancy.

**CONSENT AGENDA** (Approval recommended by the County Administrator)

13. **Agricultural Commissioner - ESWMA** - Request Board: A) declare Bishop Ford of Bishop, CA the successful bidder for a 2021 Ford F350 truck per Bid No. 112020;

and B) authorize the purchase of one (1) 2021 Ford F350 truck from Bishop Ford in an amount not to exceed \$38,464.71.

14. **County Administrator** - Request Board approve the proposed "Inyo County COVID-19 Prevention Program (CPP)," which will be added to the County of Inyo Administrative Procedure and Policy Manual.
15. **County Administrator** - Request Board authorize payment of a prior-year invoice in the amount of \$2,000 from the Public Defender budget to Pierce Fire Investigation for services of an explosive's expert.
16. **Health & Human Services - Behavioral Health** - Request Board approve the amendment to the performance contract between the County of Inyo and the State of California's Department of Health Care Services (DHCS) for the provision of county behavioral health services for the three-year period of July 1, 2018 through June 30, 2021 and designate the HHS Deputy Director of Behavioral Health, in her role as the County Mental Health Director, to sign both copies of each contract as well as complete the Certification Clause.
17. **Health & Human Services - First 5** - Request Board approve the Maternal Child and Adolescent Health (MCAH) California Home Visiting Project (CHVP) State General Fund Innovation Agreement No. CHVP SGF INV 20-14 between the County of Inyo and California Department of Public Health for the provision of Home Visiting services in an amount not to exceed \$90,115 annually upon execution and expiring June 30, 2023, contingent upon the Board's approval of future budgets, and authorize the MCAH Director and HHS Director to sign the Agreement Funding Application forms Agency Information Form and Attestation of Compliance.
18. **Treasurer-Tax Collector** - Request Board approve the 2021 Statement of Investment Policy.
19. **Treasurer-Tax Collector** - Request your Board approve Resolution No. 2021-09, titled, "A Resolution of The Board of Supervisors of Inyo County Delegating to the County Treasurer Its Investment Authority Pursuant to Section 53607 of the California Government Code," and authorize the Chairperson to sign.

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

20. **Board of Supervisors** - Request Board: A) approve the 2021 Board of Supervisors committee assignments as recommended by the Chairperson; and B) for the purposes of Form 806 reporting, make separate motions for the following assignments:
  1. Eastern Sierra Transit Authority Board of Directors (two)
  2. Great Basin Unified Air Pollution Control District Board (two, plus an alternate)
  3. Local Agency Formation Commission (two, plus an alternate)*(Recommendations for appointment will be made during the discussion.)*
21. **Sheriff** - Request Board approve Resolution No. 2021-10, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Establishing an Administrative Hearing Procedure Regarding the Declaration of a Dog as Potentially Dangerous or Vicious," and authorize the Chairperson to sign

22. **Water Department** - Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for January 14, 2020.
23. **Health & Human Services** - Request Board: A) declare Chatterbox, LLC of Bishop, CA a sole-source provider of Bilingual Training and Support Services; B) ratify and approve the contract between the County of Inyo and Chatterbox, LLC of Bishop, CA for the provision of Bilingual Training and Support in an amount not to exceed \$15,000 for the period of January 1, 2021 through Dec 31, 2021, contingent upon the Board's approval of the Fiscal Year 2021-2022 budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
24. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of December 8, 2020 and December 15, 2020.

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

25. **10:30 A.M. - Ag Commissioner-Cannabis** - Request Board enact Ordinance 1262, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Sections 5.40.090, 5.40.100, and 5.40.150 of the Inyo County Code, Pertaining to Commercial Cannabis Business Licenses."

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

26. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

27. **Inyo County Treasurer-Tax Collector** - Final Treasury Oversight Committee Annual Compliance Audit/Report for the 2019/20 Fiscal Year ending June 30, 2020.
28. **California Fish & Game Commission** - Three notices as follows: A) Notice of Proposed Regulatory Action Relative to Amending sections 360 and 363, and adding Section 708.19, Title 14, California Code of Regulations, relating to Mammal Hunting regulations; B) Notice of Proposed Emergency Action to Add Section 749.11, Title 14, California Code of Regulations re: Take of Western Joshua Tree; and C) Notice of Proposed Emergency Action to Add Section 749.12, Title 14, California Code of Regulations re: Take of Western Joshua Tree.



# COUNTY OF INYO

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## PERSONNEL DEPARTMENT

P. O. Box 249, Independence, California 93526

760-878-0377

760-878-0465 (Fax)

### MEMORANDUM

To: Department Heads

From: Denelle Carrington, Senior Budget Analyst

Date: December 28, 2020

Re: Employee Service Awards for 4<sup>th</sup> Quarter 2020

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The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, January 12<sup>th</sup> at 10:00 am. Please invite your employees to attend the Zoom webinar (<https://zoom.us/j/868254781>) so they may be recognized.

Name	Hire Date	Years of Service	Department Head
Shiela Ward	11/19/15	5	Amy Shepherd
Amy Shepherd	10/23/00	20	Elected
Marshall Rudolph	12/31/15	5	Appointed
Allison Krohn	11/16/05	15	Dave Stottlemyre
Frank Landaverde-Calles	10/01/05	15	Jeff Hollowell
Sarah Daughtry	10/01/10	10	Jeff Hollowell
Kristin Mullen	10/22/15	5	Jeff Hollowell
Donald Barrett	10/01/10	10	Jeff Thomson
Logan Wilcox	12/03/15	5	Leslie Chapman
Stephanie Tanksley	10/01/15	5	Marilyn Mann
Peter Charley	10/08/15	5	Marilyn Mann
Joshua Vega	10/08/15	5	Marilyn Mann
John Vallejo	12/31/15	5	Marshall Rudolph
Steve Ivey	11/01/00	20	Mike Errante
John Conyngham	12/01/10	10	Mike Errante
Dana Crom	10/01/10	10	Tom Hardy
Kelley Williams	10/01/00	20	Clint Quilter
Denelle Carrington	11/16/00	20	Clint Quilter



# County of Inyo



## Health & Human Services - Health/Prevention

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** January 12, 2021

**FROM:** Rhiannon Baker

**SUBJECT:** Request to hire one Prevention Specialist in the HHS Public Health and Prevention Division

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**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Prevention Specialist exists in non-General Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Prevention Specialist at Range 60 (\$3,758 - \$4,564); and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill the resulting vacancy.

**SUMMARY/JUSTIFICATION:**

A Prevention Specialist in the HHS Public Health and Prevention division recently resigned to move out of the area, resulting in a vacancy in the Prevention and WIC programs. This Prevention Specialist works within the prevention team and works as a WIC nutrition assistant, providing eligibility and case management services, as well as nutrition education to WIC recipients. Additionally, this position facilitates SUD and Tobacco prevention activities, including regularly scheduled events with older adults, and with youth through facilitation of high school youth coalition meetings and projects. The Department is respectfully requesting your Board's authorization to fill this vacancy.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the filling of this position, which would limit our ability to offer SUD/Tobacco prevention activities throughout the county, and would restrict the availability of walk-in WIC services.

**OTHER AGENCY INVOLVEMENT:**

Local Schools, Senior Programs, Probation, and other HHS Divisions

**FINANCING:**

State, Federal, and Health Realignment funds. This position is currently budgeted 5% in the CHDP Budget (045102); 35% in the MCAH budget (641620); and 60% in the WIC budget (641920) in the Salary and Benefits object codes. No County General Funds.

**ATTACHMENTS:**

**APPROVALS:**

Rhiannon Baker	Created/Initiated - 12/31/2020
Darcy Ellis	Approved - 1/5/2021
Melissa Best-Baker	Approved - 1/5/2021
Marilyn Mann	Approved - 1/6/2021
Sue Dishion	Approved - 1/6/2021
Amy Shepherd	Approved - 1/6/2021
Marilyn Mann	Final Approval - 1/6/2021



# County of Inyo



## Health & Human Services - Social Services

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** January 12, 2021

**FROM:** Rhiannon Baker

**SUBJECT:** Request to hire a Social Worker III or IV in the Child Welfare Services division.

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**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Social Worker III or IV exists in the non-General Fund Social Services budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Social Worker, either a III at Range 70 (\$4,753 - \$5,781), or a IV at Range 73 (\$5,098 - \$6,201), contingent upon qualifications; and D) if an internal candidate is hired into the Social Worker III or IV position, authorize HHS to backfill any resulting vacancy.

**SUMMARY/JUSTIFICATION:**

The Child Welfare Program recently had a Social Worker IV resign to accept a position outside of Inyo County. This has resulted in the program experiencing a vacant position that the agency is respectfully requesting authorization to fill with a Social Worker III or IV. The intense Child Welfare program is responsible for investigating and managing issues related to child abuse and neglect. Over the past few years, the Child Welfare program has continued to experience increased requirements from a federal, state and local level, including implementation of the provisions of California's Continuum of Care Reform. Additionally, the program continues to see a high number of reports related to high-risk families with very young children. The program has experienced significant staff shortages over the last three to four years and filling the existing vacancy will help to ensure that HHS is able to support the safety and well-being of some of our most vulnerable residents.

The Department is respectfully requesting authorization to hire a Social Worker III or IV in the Child Welfare Services division. In addition, should the vacancy be filled by an internal candidate, resulting in a vacancy within the Department, the Department is respectfully requesting authorization to recruit and hire to fill subsequent vacancies.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**



**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to authorize the hiring of the Social Worker position. This would result in the existing staff, being at risk of inadvertent, compromised safety decisions on behalf of children due to unacceptable workloads.

**OTHER AGENCY INVOLVEMENT:**

Juvenile Court, Juvenile Probation, Toiyabe Family Services, local Indian tribes, Mental Health, Wild Iris, CASA, Foster Parents, Sheriff's Office, Bishop Police Department

**FINANCING:**

State, Federal, and Social Services Realignment funds. This position is currently budgeted 100% in the Social Services Budget (055800) in the Salary and Benefits object codes. No County General Funds.

**ATTACHMENTS:**

**APPROVALS:**

Rhiannon Baker	Created/Initiated - 12/31/2020
Darcy Ellis	Approved - 1/5/2021
Melissa Best-Baker	Approved - 1/5/2021
Marilyn Mann	Approved - 1/5/2021
Sue Dishion	Approved - 1/6/2021
Amy Shepherd	Approved - 1/6/2021
Marilyn Mann	Final Approval - 1/7/2021



# County of Inyo



## Agricultural Commissioner - ESWMA

### CONSENT - ACTION REQUIRED

**MEETING:** January 12, 2021

**FROM:** Nathan Reade

**SUBJECT:** Request Board declare Bishop Ford successful bidder for Bid No. 112020

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**RECOMMENDED ACTION:**

Request Board: A) declare Bishop Ford of Bishop, CA the successful bidder for a 2021 Ford F350 truck per Bid No. 112020; and B) authorize the purchase of one (1) 2021 Ford F350 truck from Bishop Ford in an amount not to exceed \$38,464.71.

**SUMMARY/JUSTIFICATION:**

If approved the purchase of one (1) 2021 Ford F350 Truck from Bishop Ford of Bishop, Ca will be replacing one (1) 1-ton truck per the ESWMA's policy of cyclically replacing trucks for fleet reliability and maintenance cost deferment. ESWMA received the following bid(s):

- Bishop Ford, Bishop CA: \$38,464.71
- Folsom Chevrolet Folsom, CA: \$42,034.31

Only two bids were received during the open period for requested bids.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The Eastern Sierra Weed Management Area (ESWMA) uses trucks to transport ATVs, access, monitor, and treat difficult to access noxious weed sites. ESWMA's policy is to cyclically replace older trucks as funds are available to ensure fleet reliability and minimize maintenance costs as funds allow.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Not approving this request, possibly limiting the scope of weed abatement treatment and preventing ESWMA from fulfilling contracts with State and local/other agencies. This alternative would limit the scope of noxious weed abatement treatments, allowing for an increase in noxious weed populations in Inyo and Mono Counties, and potentially preclude this program from fulfilling commitments to current grant funding requirements and contracted work for other agencies.

**OTHER AGENCY INVOLVEMENT:**

The California Department of Food and Agriculture awarded grant funds for the purchase of this vehicle.

**FINANCING:**

ESWMA, budget Unit 621300, is a non-general fund department. Funds for this program are provided through various agreements and contracts. Adequate funds in ESWMA budget unit 621300, expense object code 5650 have been allocated in the department's requested FY 20/21 budget for this request.

**ATTACHMENTS:**

1. Bishop Ford Bid
2. Folsom Chevrolet Truck Bid

**APPROVALS:**

Alexandra Barbella	Created/Initiated - 1/4/2021
Darcy Ellis	Approved - 1/5/2021
Nathan Reade	Approved - 1/6/2021
Teresa Elliott	Approved - 1/6/2021
Marshall Rudolph	Approved - 1/7/2021
Amy Shepherd	Approved - 1/7/2021
Nathan Reade	Final Approval - 1/7/2021

**VEHICLE BID FORM**  
*Eastern Sierra Weed Management Area BID NO: 112020*

ITEM #1

BID ITEM: 2020 or NEWER ONE TON TRUCK 4 X 4

**MINIMUM BID SPECIFICATIONS**

DESCRIPTION (Please place a "checkmark" in the appropriate column)	COMPLY	EXCEPTION
6.2 L V-8 GAS EFI OR EQUIVALENT	✓	
AUTOMATIC TRANSMISSION WITH SELECTABLE DRIVE MODES	✓	
DOT SAFETY STANDARDS	✓	
MAINTENANCE FREE BATTERY	✓	
DOT SAFETY STANDARDS	✓	
CALIFORNIA EMISSION STANDARDS	✓	
CRUISE CONTROL	✓	
AM/FM STEREO RADIO - BLUETOOTH CAPABILITY - BLUETOOTH SYNC OR EQUIVALENT	✓	
POWER STEERING	✓	
POWER DOOR LOCKS, WINDOWS AND MIRRORS	✓	
TOW MIRRORS	✓	
DUAL FRONT AIR BAGS (MINIMUM)	✓	
CLOTH 40/20/40 FRONT SEAT	✓	
FLOOR COVERING - NO CARPET	✓	
AIR CONDITIONING W/HEATER	✓	
CREW CAB - 4 DOORS	✓	
8 FOOT BED	✓	
FOUR WHEEL DRIVE	✓	
176 WHEELBASE OR EQUIVALENT	✓	
3.73 NON-LIMITED SLIP AXLE RATIO OR EQUIVALENT	✓	
SINGLE REAR WHEEL	✓	
17 STEEL WHEELS -LT 265/70 R OR EQUIVALENT	✓	
SKID PLATES -TRANSFER CASE AND FUEL TANK	✓	
PLATFORM RUNNING BOARDS OR EQUIVALENT	✓	
SPARE TIRE WHEEL LOCK AND FRAME MOUNTED CARRIER-2-TON JACK OR EQUIVALENT	✓	
TRAILER TOW PACKAGE + BRAKE CONTROLLER	✓	
TELESCOPING TRAILER TOW	✓	
TRAILER HITCH RECEIVER	✓	
STANDARD WARRANTY	✓	
COLOR: WHITE; NO SECONDARY COLOR	✓	
TOTAL of 3 KEYS -Three keys with remote entry fob	✓	

DEALER BID SHEET

VEHICLE BID TYPE

Year, Make and Model 2021 FORD F350

DELIVERY TIME

The vehicle(s) will be delivered to Bishop, CA 93514 14-16 WEEKS days following award notification.

DISCOUNT

Indicate dollar amount of discount, if any, for early payment, the time period during which the discount would be valid.

Amount of Discount \$ \_\_\_\_\_ (Dollar amount taken from Base Price)

Discount Period \_\_\_\_\_ days after receipt of vehicle.

PRICE

Base Price	\$ <u>35,664.00</u>
Subtotal	\$ <u>35,664.00</u>
Sales Tax 7.75 %	\$ <u>2,763.96</u>
CA Tire Fee	\$ <u>8.75</u>
DMV Electronic Filing Fee	\$ <u>28.00</u>
Total Price	\$ <u>38,464.71</u>

**Note: A Completed bid package must be returned not later than: DEC 9, 2020.**

To: Inyo County ESWMA  
207 W SOUTH ST  
Bishop, CA 93514

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

AGREEMENT

VEHICLE:

Year: 2021 Make & Model FORD F350

We hereby agree to furnish the vehicle as specified above the prices and terms stated, to Inyo County ESWMA, subject to the instructions and specifications set forth in the attached bid documents.

Executed at BISHOP California 12 / 6 2020

Company: BISHOP FORD

Address: 1440 US HWY 6

City: BISHOP

State: CA 93514

Signature: RYAN NARANJO

Print Name: Ryan Naranjo

Contact Information:

Phone: (760) 920-0169  
Fax: \_\_\_\_\_

Email: RYAN.NARANJO@HOTMAIL.COM

EXCEPTIONS TO SPECIFICATIONS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

CNGP530

VEHICLE ORDER CONFIRMATION

12/07/20 16:43:38

==> Dealer: F71440

2021 F-SERIES SD

Page: 1 of 2

Order No: 0000 Priority: C2 Ord FIN: QB196 Order Type: 5B Price Level: 115

Ord PEP: 610A Cust/Flt Name: INYO COUNTY PO Number:

RETAIL

RETAIL

W3B	F350 4X4 CREW/C	\$42345		TRAILER TOW PKG	
	176" WHEELBASE			FLEET SPCL ADJ	NC
Z1	OXFORD WHITE			FRT LICENSE BKT	NC
1	CLTH 40/20/40	315	18B	PLAT RUNNING BD	445
S	MEDIUM EARTH GR			10900# GVWR PKG	
610A	PREF EQUIP PKG		41P	SKID PLATES	100
	.XL TRIM		425	50 STATE EMISS	NC
572	.AIR CONDITIONER	NC	512	SPARE TIRE/WHL2	NC
	.AMFM/MP3/CLK				
996	.6.2L EFI V8 ENG	NC		TOTAL BASE AND OPTIONS	46935
44G	10-SPD AUTOMATC	NC		TOTAL	46935
TCD	LT265 OWL AT 17	455		*THIS IS NOT AN INVOICE*	
X37	3.73 REG AXLE	NC			
90L	PWR EQUIP GROUP	1075		* MORE ORDER INFO NEXT PAGE *	
	JOB #1 BUILD			F8=Next	

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC04428

V1DP0790

2,6

CNGP530

VEHICLE ORDER CONFIRMATION

12/07/20 16:43:47

==> Dealer: F71440

2021 F-SERIES SD Page: 2 of 2

Order No: 0000 Priority: C2 Ord FIN: QB196 Order Type: 5B Price Level: 115

Ord PEP: 610A Cust/Flt Name: INYO COUNTY PO Number:

RETAIL RETAIL

52B BRAKE CONTROLR \$270

525 CRUISE CONTROL 235

TELE TT MIR-PWR

59H HI MNT STOP LMP NC

JACK

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 1695

TOTAL BASE AND OPTIONS 46935

TOTAL 46935

\*THIS IS NOT AN INVOICE\*

F7=Prev

F1=Help F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC04428

V1DP0790

2,6



**VEHICLE BID FORM**  
*Eastern Sierra Weed Management Area BID NO: 112020*

ITEM #1

BID ITEM: 2020 or NEWER ONE TON TRUCK 4 X 4

**MINIMUM BID SPECIFICATIONS**

DESCRIPTION (Please place a "checkmark" in the appropriate column)	COMPLY	EXCEPTION
6.2 L V-8 GAS EFI OR EQUIVALENT	✓	
AUTOMATIC TRANSMISSION WITH SELECTABLE DRIVE MODES	✓	
DOT SAFETY STANDARDS	✓	
MAINTENANCE FREE BATTERY	✓	
DOT SAFETY STANDARDS	✓	
CALIFORNIA EMISSION STANDARDS	✓	
CRUISE CONTROL	✓	
AM/FM STEREO RADIO - BLUETOOTH CAPABILITY - BLUETOOTH SYNC OR EQUIVALENT	✓	
POWER STEERING	✓	
POWER DOOR LOCKS, WINDOWS AND MIRRORS	✓	
TOW MIRRORS	✓	
DUAL FRONT AIR BAGS (MINIMUM)	✓	
CLOTH 40/20/40 FRONT SEAT	✓	
FLOOR COVERING - NO CARPET	✓	
AIR CONDITIONING W/HEATER	✓	
CREW CAB - 4 DOORS	✓	
8 FOOT BED	✓	
FOUR WHEEL DRIVE	✓	
176 WHEELBASE OR EQUIVALENT	→	172"
3.73 NON-LIMITED SLIP AXLE RATIO OR EQUIVALENT	✓	
SINGLE REAR WHEEL	✓	
17 STEEL WHEELS -LT 265/70 R OR EQUIVALENT	✓	
SKID PLATES -TRANSFER CASE AND FUEL TANK	✓	
PLATFORM RUNNING BOARDS OR EQUIVALENT	✓	
SPARE TIRE WHEEL LOCK AND FRAME MOUNTED CARRIER-2-TON JACK OR EQUIVALENT	✓	
TRAILER TOW PACKAGE + BRAKE CONTROLLER	✓	
TELESCOPING TRAILER TOW	✓	
TRAILER HITCH RECEIVER	✓	
STANDARD WARRANTY	✓	
COLOR: WHITE; NO SECONDARY COLOR	✓	
TOTAL of 3 KEYS -Three keys with remote entry fob	✓	

### DEALER BID SHEET

#### VEHICLE BID TYPE

Year, Make and Model

2021 CHEVROLET SILVERADO 3500 HD  
WT CREW-CAB LONG-BOX 4x4

#### DELIVERY TIME

The vehicle(s) will be delivered to Bishop, CA 93514 89-120 days following award notification.

#### DISCOUNT

Indicate dollar amount of discount, if any, for early payment, the time period during which the discount would be valid.

Amount of Discount \$                      (Dollar amount taken from Base Price)

Discount Period                      days after receipt of vehicle.

#### PRICE

Base Price	\$	<u>38975</u>
Subtotal	\$	<u>38975</u>
Sales Tax 7.75 %	\$	<u>3020.56</u>
CA Tire Fee	\$	<u>8.75</u>
DMV Electronic Filing Fee	\$	<u>30</u>
Total Price	\$	<u>42034.31</u>

*includes 3rd key,  
running boards,  
and delivery to  
ESWMA*

**Note: A Completed bid package must be returned not later than: DEC 9, 2020.**

To: Inyo County ESWMA  
207 W SOUTH ST  
Bishop, CA 93514

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

AGREEMENT

VEHICLE:

Year: 2024 Make & Model CHEVROLET SILVERADO 3500HD 4x4 WT

We hereby agree to furnish the vehicle as specified above the prices and terms stated, to Inyo County ESWMA, subject to the instructions and specifications set forth in the attached bid documents.

Executed at FOLSOM California 11.27. 2020

Company: FOLSOM CHEVROLET

Address: 12655 Auto Mall Circle

City: Folsom

State: CA

Signature: [Handwritten Signature]

Print Name: CHRIS CUEVAS

FOLSOM CHEVROLET  
12655 AUTO MALL CIRCLE  
FOLSOM, CA 95630

Contact Information:

Phone: 916.985.5600 x1707 Email: chris.cuevas@folsomchevy.com

Fax: \_\_\_\_\_

EXCEPTIONS TO SPECIFICATIONS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**



## Configuration Information

PEG: 1WT

Primary Color: GAZ - Summit White

Engine: L8T - Engine, 6.6L V8 with Direct Injection and  
Variable Valve Timing, gasoline

Transmission: MYD - Transmission, 6-speed automatic,  
heavy-duty

Trim: H0U - Jet Black, Cloth seat trim

Emissions: YF5 - Emissions, California state requirements

Requested TPW:

Options: 5H1, A2X, AE7, AQQ, AU3, BG9, DBG, E63, G1Y, G80, GT4, IOR, JL1, K34, K47, KC4, KI4, KNP, KW7, L8T,  
MYD, NQF, NZZ, PYT, QF6, QK1, QT5, R9Y, SAF, UVC, V76, VK3, VQ3, YF5, YK6, Z82, ZLQ, ZYG

Options
5H1: Key equipment, two additional keys for single key system
A2X: Seat adjuster, driver 10-way power including lumbar
AE7: Seats, front 40/20/40 split-bench
AQQ: Remote Keyless Entry
AU3: Door locks, power
BG9: Floor covering, rubberized-vinyl
DBG: Mirrors, outside power-adjustable vertical trailing with heated upper glass
E63: Durabed, pickup bed
G1Y: GVWR, 11,500 lbs. (5216 kg) with single rear wheels
G80: Auto-locking rear differential
GT4: Rear axle, 3.73 ratio
IOR: Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo.
JL1: Trailer brake controller, integrated
K34: Cruise control, electronic
K47: Air filter, heavy-duty
KC4: Cooling, external engine oil cooler
KI4: Power outlet, instrument panel, 120-volt
KNP: Cooling, auxiliary external transmission oil cooler



KW7: Alternator, 170 amps
L8T: Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline
MYD: Transmission, 6-speed automatic, heavy-duty
NQF: Transfer case, two-speed
NZZ: Skid Plates
PYT: Wheels, 18" (45.7 cm) painted steel
QF6: Tires, LT275/70R18E all-terrain, blackwall
QK1: Standard Tailgate
QT5: Tailgate, gate function manual with EZ Lift
R9Y: Fleet Free Maintenance Credit.
SAF: Tire carrier lock
UVC: Rear Vision Camera
V76: Recovery hooks, front, frame-mounted, Black
VK3: License plate kit, front
VQ3: Fleet Processing Option
YF5: Emissions, California state requirements
YK6: SEO Processing Option
Z82: Trailering Package
ZLQ: WT Fleet Convenience Package
ZYG: Tire, spare LT275/70R18 all-terrain, blackwall

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to [GMPricing.com](http://GMPricing.com) for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice. The GSA Price Level is for GM use only.



# County of Inyo



## County Administrator

### CONSENT - ACTION REQUIRED

**MEETING:** January 12, 2021

**FROM:** Administration

**SUBJECT:** Employee COVID-19 Prevention

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#### **RECOMMENDED ACTION:**

Request Board approve the proposed "Inyo County COVID-19 Prevention Program (CPP)," which will be added to the County of Inyo Administrative Procedure and Policy Manual.

#### **SUMMARY/JUSTIFICATION:**

This policy allows the "Inyo County COVID-19 Prevention Program (CPP)," which is a customization of Cal/OSHA's model program under the new Cal/OSHA Emergency Temporary Standard in place for COVID-19 (California Code of Regulation, Title 8, Section 3205(c)), to be added to the County of Inyo Administrative Procedure and Policy manual. This CPP helps reduce and control work-related exposures to the SARS-COV-2 virus for county employees and volunteers. Employees, Department Heads, and unions have been encouraged to participate in the development of this document, and many provided input. Continued feedback is appreciated as we proceed together through this pandemic. Adoption acknowledges the dynamic situation and grants allowance for Personnel to modify details as needed to comply with legal opinions, environmental conditions, and outbreaks.

#### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

Workplace safety and health regulations in California require employers to take steps to protect workers exposed to infectious diseases like the Novel Coronavirus (COVID-19), which is widespread in the community. Cal/OSHA recommends the guidance, educational materials, model programs and plans, and other resources that are provided below, be reviewed with an employer's existing procedures to ensure that workers are protected. This Prevention Plan, modeled after Cal/OSHA's template, strives for compliance with the new regulations (8CCR3205) and reducing the likelihood of employees contracting the virus.

#### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to modify the recommended program. As a written COVID-19 Prevention Program is now required, it is not recommended for the Board to decline to adopt such a program.

#### **OTHER AGENCY INVOLVEMENT:**

This Prevention Plan has been a team effort. We would especially like to thank Personnel, HHS Leadership, the Health and Safety Committee, the unions, and the Department Heads who provided valuable insight and edits.

**FINANCING:**

This policy does not directly affect budget.

**ATTACHMENTS:**

1. INYO COUNTY COVID-19 PREVENTION PLAN

**APPROVALS:**

Aaron Holmberg	Created/Initiated - 12/28/2020
Darcy Ellis	Approved - 12/30/2020
Aaron Holmberg	Approved - 1/1/2021
Sue Dishion	Approved - 1/4/2021
Marshall Rudolph	Approved - 1/4/2021
Amy Shepherd	Final Approval - 1/5/2021

# Introduction to INYO COUNTY COVID-19 Prevention Program (CPP)

This living document may be updated as circumstances and available information change. The last update was 01/04/2021. A copy is available at: <https://www.inyocounty.us/iipp/employee-covid-19-exposures-and-workplace-guidance>. This update supersedes previous versions and “IIPP Update specific to COVID-19”, dated May 6, 2020, and “COVID Safe Work Practices”, dated August 12, 2020. All directives in this document are considered temporary until further notice.

This document establishes and implements an effective written COVID-19 Prevention Program (CPP) pursuant to an Emergency Temporary Standard in place for COVID-19 (California Code of Regulations (CCR), Title 8, section 3205(c)). Cal/OSHA developed the model program to assist employers with creating their own unique CPP tailored to their workplace. Inyo County’s Prevention Program is a customized version of the Cal/OSHA sample COVID-19 Prevention program.

Employees have been encouraged to contribute to the prevention program, and their input continues to be welcomed and appreciated. Anonymous comments, suggestions, and hazard reports are welcome at <https://www.inyocounty.us/iipp/anonymous-hazard-report-tool>.

Elements of this program, consistent with 8CCR3205, include information on the following:

- COVID-19 Prevention in general
- Multiple COVID-19 Infection and COVID-19 Outbreaks
- Major COVID-19 Outbreaks
- Prevention in transit

We thank Cal/OSHA for the additional guidance materials at [www.dir.ca.gov/dosh/coronavirus/](http://www.dir.ca.gov/dosh/coronavirus/).

The Board of Supervisors of the County of Inyo, State of California, adopted the CPP on the date shown on the Board order. The signed order is available from the Board Clerk.





# **INYO COUNTY COVID-19 Prevention Program (CPP)**

This CPP helps reduce and control work-related exposures to the SARS-CoV-2 virus for County employees and volunteers. This is a living document that may be frequently updated. Exclusively for County Jail operations, in addition to this CPP, see “MEMO – Updated Quarantine/Asking Process,” dated 12/11/2020.

## **Introduction to COVID-19**

Coronavirus Disease 2019 (COVID-19) is a respiratory disease caused by the SARS-CoV-2 virus. Coronaviruses are a group of viruses that can cause illness in people and animals. “SARS” stands for severe acute respiratory syndrome. The virus that causes COVID-19 is spread from person-to-person most commonly by exhaling, talking, vocalizing, coughing, sneezing, or contact with saliva or respiratory fluids. It can cause a variety of symptoms up to and including acute respiratory illness and death. The common symptoms of COVID-19 are cough and shortness of breath or difficulty breathing. Some people with COVID-19 may experience: fever (above 100.4 degrees), chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea. An individual’s behavior can compromise the health of others, as some persons may be contagious but asymptomatic. **Employees are expected to practice the measures outlined in this CPP** as well as related procedural documents and management instructions. This is especially important when hospital beds statewide are in short supply.

## **Authority and Responsibility**

The County Administrative Officer (CAO) has the ultimate authority over the CPP. The CAO has delegated overall authority and responsibility for implementing the provisions of this CPP in Inyo County workplaces to the County Risk Manager and the Deputy Personnel Director. With direction from the County Risk Manager and the Deputy Personnel Director, Department Heads are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand. Department Heads may implement enhanced protocols due to unique needs of any specific location, and those protocols shall be at least as broad as those described in this program. All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment as a condition of employment.

## **Identification and Evaluation of COVID-19 Hazards**

We have implemented the following procedures for our workplaces to identify all interaction, areas, activities, processes, equipment, and materials in our workplaces that could potentially expose employees to COVID-19 hazards:

- Routine and periodic location-specific evaluations. “Appendix A: Identification of COVID-19 Hazards” and “Appendix B: COVID-19 Inspections” have been helpful in identifying unhealthy conditions, work practices, traffic flows, and work procedures related to COVID-19 and for ensuring compliance with our COVID-19 policies and procedures. The forms and formats presented in the appendix are helpful but not required.
- Systematic evaluation of COVID-19 prevention controls at work for continuous improvement.
- Evaluations of new potential exposures in our work spaces as they become known.

- Ongoing review of applicable orders and general industry-specific guidance related to COVID-19 hazards and prevention from CDPH, Cal/OSHA, and County Public Health Department
- Consultation and cooperation with County Public Health Department.
- Consider and treat all persons regardless of symptoms, negative COVID-19 test results, or vaccinations, to be potentially infectious until further notice.

### **Employee Participation**

Employees and their authorized representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by participation in the Health and Safety Committee and by frequent contact with Department Heads, the County Risk Manager, and Personnel. Anonymous participation is welcome at <https://www.inyocounty.us/iipp/anonymous-hazard-report-tool>.

Employees do their part to reduce exposures to COVID-19 in the workplace by fully complying with CPP and by participating in hazard identification. Employees participate in the prevention or reduction of the spread of COVID-19 by practicing good personal hygiene, maintaining social distancing, wearing face coverings, and using appropriate measures to clean frequently touched surfaces. Employees are expected to clean and disinfect their own work areas and items, including desks, doorknobs, phones, keyboards, mouse, pens, printer controls, and frequently touched parts of work vehicle/equipment interiors, with materials provided.

### **Employee Screening**

Self-care and self-reporting are vital to reducing risks of and exposures to COVID-19. Employees should try to maintain a healthy diet, sleep, stay active, and keep up social contacts off work through the phone or internet. It is normal to feel sad, stressed, or confused during a crisis, and talking with others who understand can help. Employees having difficulty or who feel overwhelmed may wish to consider telehealth options like [www.livehealthonline.com](http://www.livehealthonline.com). An employee who feels uncomfortable or unsafe in a work situation is directed to leave the situation and contact their supervisor or Personnel immediately.

Employees are directed to self-monitor by screening themselves for COVID symptoms, including temperature checks, before leaving their residence to come to work. Employees are not directed to check the temperatures of other employees. Personal use thermometers are available for free while supplies last from Personnel. Employees with underlying health conditions concerned about exposure to COVID-19 should contact Personnel immediately.

We realize that employees are motivated to come to work in service to each other and the public; however, sick employees are instructed to remain at home, inform their supervisors immediately, and not come to work until cleared to do so. Employees may not come to work if they are ill. This is for the protection of all employees and the general public. Employees with mild symptoms who are otherwise healthy should self-isolate. Those with fever, cough, or difficulty breathing should call ahead for medical attention. The CDC's self-check tool is here: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html#cdc-chat-bot-open>. Persons who feel sick should rest, drink plenty of fluid, eat nutritious food, keep your distance, wear their face covering, and clean and disinfect frequently touched surfaces.

Supervisors visually monitor employees at a safe distance for signs and symptoms of active COVID-19 infection, and they ensure by visual checks that employees are wearing their face coverings as directed. Employees failing to don face coverings apart from reasonable accommodations established through the continuous individualized interactive process will be

addressed through the progressive discipline procedures currently in place.

## **Correction of COVID-19 Hazards**

Unsafe or unhealthy work conditions, practices or procedures will be documented. “Appendix B: COVID-19 Inspections” may be used to do so. Hazards will be corrected in a manner and timeliness respective of the severity of the hazard. Corrections that can be executed on the spot by the individuals involved should be done so. Other corrections will follow the work order system, and Risk Management should be notified for additional assessment and follow-up.

## **Control of COVID-19 Hazards**

### **Physical Distancing**

Employees should avoid being within six feet of any specific person for longer than fifteen total minutes within a 24 hour period. Those unable to do so should inform their supervisor, and, if possible, suggest solutions. We help ensure at least six feet of physical distancing to the greatest extent possible at work by:

- Directing those whose jobs can be done partially or fully remotely to do so
- Reducing the number of persons in any work area at one time to avoid congregating
- Closing offices and restrooms to the public as much as possible
- Post signs on doors reminding employees to social distance
- Directing visitors to remain in their vehicles until called instead of waiting in a lobby
- Issuing email reminders to employees to respect social distancing
- Rearranging work stations to accommodate physical distancing
- No more than two employees are permitted per vehicle, and employees must sit in opposite corners of the cabin whenever possible with face coverings and open windows.

Individuals will be kept as far apart as possible in rare situations where six feet of physical distancing cannot be achieved. Plexiglas shields have been provided at front desks where members of the public may be served. Employees are encouraged to avoid crowds, singing, and shouting, as these may increase the minimum distance required.

### **Face Coverings**

The best way to prevent illness related to COVID-19 is to avoid being exposed to the virus. The virus is spread between people who are in close contact with one another through respiratory droplets produced when an infected person coughs or sneezes. Clean, undamaged cloth face coverings and training are provided to employees. Regardless of individual COVID test result and vaccination status, cloth face coverings must be worn properly over the nose and mouth when indoors, in a vehicle with another person, when outdoors within six feet of another person (including non-employees), and where otherwise required by orders from the California Department of Public Health (CDPH) or local health department.

Employees providing direct, close (within 6 feet) contact with coworkers or in service to the public will be provided training and KN95s (as approved per <https://www.fda.gov/medical-devices/coronavirus-disease-2019-covid-19-emergency-use-authorizations-medical-devices/personal-protective-equipment-euas>). The special training recommended for use of KN95s in addition to the training provided for cloth face coverings is available in Target Solutions and from Risk Management. Department Heads have been provided PPE stock and may request restocking through the appropriate channels. Employees are directed to wash their

cloth face covering regularly and to report employees who do not comply with the face covering policy to Personnel. Disposable masks should be replaced daily.

The following are exceptions to the face covering policy:

- When an employee is alone in a room behind a closed door in a county facility, in a vehicle alone, working alone out of doors, or working at home.
- While eating and drinking in the workplace as long as other employees in the room/area are wearing face covering and at least six feet away.
- When an employee is wearing respiratory protection (N95 or above) in accordance with CCR Title 8 section 5144 or other safety orders for certain tasks, or wearing respiratory protection (N95 or above) voluntarily. Use of respiratory protection must be cleared by Risk.
- For specific tasks that cannot feasibly be performed with a face covering, employees will be kept at least six feet apart and preferably outdoors.

Employees are not expected to jeopardize their safety or the safety of others in order to don a face covering. If donning a face covering is not feasible due to imminent risk to the safety of the employee, the employee should don the face covering as soon as they can after the immediate threat which prevented immediate donning has been addressed.

Alternatives will be considered on a case-by-case basis for employees who cannot wear face coverings due to a certified medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person, through the continuous good faith individualized interactive process.

### **Testing and Vaccinations**

Information on testing options and vaccine availability is changing quickly. See Personnel and <https://www.inyocounty.us/covid-19/testing>. More information is coming soon. Appendix F is for employees who decline our offer of a COVID-19 vaccine.

### **Engineering Controls**

We have implemented multiple measures in situations where we cannot maintain at least six feet between individuals. We added Plexiglas shields at front counters, made face coverings and hand sanitizer available, frequently clean surfaces, maintain air exchange systems, and reduce traffic flows and patterns through our facilities. Most public restrooms have been closed to the public. The County Jail has written additional customized protocols, and other departments and units may do so as well in consultation with Personnel and Public Health. Medical service providers and law enforcement are empowered to make decisions on the spot as circumstances warrant during calls for service.

To the extent feasible, we maximize the quantity and filtration of outside air for our buildings with mechanical or natural ventilation systems. For buildings we own/operate, we regularly check the air systems and change air filters at least as frequently as manufacturer recommendations. We request our landlords do the same and offer to provide support to ensure the systems are maintained during this pandemic. Building occupancy should be reduced if indoor air systems are necessarily and temporarily disengaged due to outdoor air quality.

### **Cleaning and disinfecting**

We implement the following cleaning and disinfection measures for frequently touched surfaces:

- Employees are provided cleaning solution and towels and directed to clean their own work

spaces daily. A total of 130 bottles of a Steramine solution (one tablet in 32 ounces of water) have been distributed. Eye and hand protection are not required per the Safety Data Sheet for the product, but employees should wash hands after touching a tablet. Employees may voluntarily use gloves, and gloves will be provided upon request at no cost to the employee for use at work. Building and Maintenance ensures that each building has supplies of towels and cleaning solution.

- Common areas are cleaned and disinfected regularly, and high-use common areas are cleaned throughout the day, by qualified custodians.

In the event of a confirmed COVID-19 case in a workplace, Building and Maintenance will carry out enhanced cleaning protocols, or, if they are unavailable within 24 hours, we will endeavor to hire a contractor to carry out those enhanced protocols as soon as possible and before the area is reoccupied.

### **Shared tools, equipment and personal protective equipment (PPE)**

PPE, including gloves, goggles, face coverings, and face shields, must not be shared. Items with which employees come in regular physical contact, including phones, headsets, desks, keyboards, writing materials, instruments, and tools, should not be shared to the extent feasible. Each employee is responsible for daily disinfection of their personal items in the workplace. We have eliminated to the greatest extent possible the sharing of phone and keyboards. Where this cannot be done, employees are directed to clean the items before and after each use with materials provided.

In addition, vehicle sharing has been minimized to the extent feasible. Employees are directed to clean and disinfect the interior of shared vehicles before and after use. Each shared vehicle is equipped with a cleaning station. Employees riding in the same vehicle at the same time should sit in opposite corners of the cabin when possible, wear face coverings while in the vehicle together, and keep windows open to the fullest extent possible. No more than 2 persons should be in a vehicle at one time. In certain rare circumstances, a Department Head may grant an exception to the occupancy maximum. Concurrence with Personnel / Risk Management is recommended.

### **Hand sanitizing**

Employees and visitors are advised to wash their hands frequently and to use hand sanitizer upon entry to any County facility. Hand washing facilities with water, soap, and single use towels are available and regularly maintained. Hand sanitizer stations/bottles have been added to entrances and small bottles have been distributed for individual use. Posters have been placed in restrooms and on front doors to remind employees and visitors how and why to wash their hands and when to use hand sanitizer. Emails have been sent to employees to remind them as well. We centralized our source for hand sanitizer to control unwanted chemicals. We continue to educate employees and visitors about hand sanitizing.

### **Personal protective equipment (PPE) used to control employees' exposure to COVID-19**

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380, and we provide such PPE as needed at no cost to employees. For higher risk tasks where physical distancing is not feasible or successfully maintained, we evaluate the need for respiratory protection (N95 or above) in accordance with Inyo County Respiratory Protection program, 8CCR5144, and medical necessity. These tasks generally involve employees engaging in procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids. See Risk for clearance to use respiratory protection voluntarily.

## Investigating and Responding to COVID-19 Cases

We rapidly and effectively investigate and respond to COVID-19 cases in cooperation with the County Health Department. Personnel will offer employees who had potential COVID-19 exposure in our workplace a COVID-19 test at no cost during working hours. Personnel will provide these employees with information on training, benefits, and exclusions in the workplace. Risk Management may use “Appendix C: Investigating COVID-19 Cases” or similar form to document the exposure investigation process and to complete SB1159 reporting. Employees must comply with Public Health contact tracing and Risk Management exposure investigations.

## System for Communicating

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand. Employees were informed by a series of video assignments and email blasts about the hazards of COVID-19 in the workplace, how to protect themselves, and what the County is doing to protect them. Their input has been encouraged throughout the pandemic. Our messaging with employees continues to include the following:

- Employees are directed to report to their supervisor and/or Personnel, without fear of reprisal, COVID-19 symptoms, possible COVID-19 exposures, and possible COVID-19 hazards at the workplace.
- If an employee begins to feel symptoms while in the workplace, the employee should go home or to the hospital, as the case may require, avoid contact with persons outside their home, and inform their supervisor by telephone as soon as practical and by end of shift.
- Inyo County is an equal opportunity employer. In accordance with the requirements of Title I of the Americans with Disabilities Act (“ADA”) and the California Fair Employment & Housing Act (“FEHA”), Inyo County does not discriminate on the basis of disability in recruiting, selecting or hiring applicants for employment, or in the terms and conditions of employment. The County complies with all regulations promulgated by the US Equal Employment Opportunity Commission (“EEOC”) and the California Department of Fair Employment and Housing (“DFEH”), including providing reasonable accommodations for applicants and employees as required thereunder. The Inyo County Return to Work Coordinator, and the Inyo County ADA Coordinator, is the County Risk Manager (phone: 760.872.2908; email: risk@inyocounty.us). Reasonable accommodation is available to any disabled employee, where their disability affects the performance of essential job functions and the accommodations may be implemented without undue burden on County operations. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual. Employees with medical or mental conditions that may place them at increased risk during the pandemic should contact the ADA coordinator immediately. See <https://www.inyocounty.us/risk-ADA>.
- Employees may report COVID-related hazards by telephone or email to their supervisor and/or Risk Management. Anonymous comments, suggestions, and hazard reports may be submitted at <https://www.inyocounty.us/iipp/anonymous-hazard-report-tool>.
- An employee who believes that they contracted COVID-19 within the course and scope of their County employment should inform their supervisor and call the Injury/Illness Reporting Hotline right away at 877.215.7285. See Risk Management for more information.
- Employees who have been around someone within the last 14 days (subject to change) who has tested positive should report this to their supervisor and/or Personnel by telephone and avoid contact with persons outside their home until further notice.

- We encourage employees to get tested in order to avoid bringing the virus to work unintentionally, but at this time we are not requiring proactive COVID testing for all employees. Employees wishing to get tested voluntarily are advised to utilize testing sites detailed here: <https://www.inyocounty.us/covid-19/testing>.
- Employees who were notified in writing of a possible exposure at work will be offered testing at no cost to them during working hours as arranged by Personnel. The letter will include information about the test.
- In instances of multiple (3 or more) positive exposures in one workplace within 14 days (subject to change), and under the direction of the County Health Officer, testing may be required as a condition of employment to return to the workplace.
- A negative COVID test or a COVID vaccination does not at this time preclude an employee from complying with the CPP.
- An online module may be assigned to all users to document receipt of the CPP, which includes the COVID-19 policies and procedures.

## **Training and Instruction**

We provide effective training and instruction, including webinars, online module assignments, email blasts, posters, and one-on-one socially distanced discussions. “Appendix D: COVID-19 Training Roster” is a good resource to document such training, but it is not required. In person group training is not advised during the pandemic. Overall, the training includes:

- Not coming to work if the employee has COVID-19 symptoms.
- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards. Most of these are described in this document.
- Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws. See Personnel.
- These facts: (a) COVID-19 is an infectious disease that can be spread through the air; (b) COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth; (c) an infectious person may have no symptoms; and (d) particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.
- What physical distancing is and the importance thereof.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer is less effective if the hands are soiled.
- Proper use of face coverings and face coverings are not respiratory protective equipment.
- COVID-19 symptoms, the importance of obtaining a COVID-19 test, and information on eligibility for the COVID vaccine.

## **Exclusion of COVID-19 Cases**

We do not tolerate discrimination against persons who test positive for COVID-19. In the event of a COVID-19 case in a workplace, we limit transmission by:

- Excluding employees with COVID-19 or those subject to an isolation order from the workplace until our return-to-work requirements are met in consultation with the County Health Officer. This may require up to ten days since symptoms first appeared for symptomatic cases and up to ten days since specimen collection for asymptomatic cases.

- Excluding employees with COVID-19 exposure from the workplace until our return-to-work requirements are met in consultation with the County Health Officer. This may require up to fourteen days since last known exposure.
- Continuing and maintaining an employee's earnings, seniority, and other employee rights and benefits while the employee is off work in the event of a COVID-19 exposure.
- Providing employees at the time of exclusion with information on available benefits.

## **Reporting, Recordkeeping, and Access**

It is our policy to:

- Report information about COVID-19 cases at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- Report cases as required by SB1159.
- Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.
- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).
- Make our written COVID-19 Prevention Program available in the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request. Availability of documentation is mostly restricted to electronic storage in an effort to reduce transmission and make the documents available to remote workers.
- Use the "Appendix C: Investigating COVID-19 Cases" as a guide to track COVID-19 cases in the workplace. The form itself is not required. The information will be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

## **Return-to-Work Criteria**

This information is subject to change and is under the direction of the County Health Officer.

- COVID-19 cases with COVID-19 symptoms will not return to work until all the following have occurred: (a) At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications; (b) COVID-19 symptoms have improved; (c) at least 10 days have passed since COVID-19 symptoms first appeared.
  - COVID-19 cases who tested positive but never developed COVID-19 symptoms will not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test. Some exceptions may apply in special situations, and questions may be directed to Public Health or Personnel.
  - A negative COVID-19 test will not be required for an employee to return to work.
  - If an order to isolate or quarantine an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.
-



## Appendix A: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Person conducting the evaluation: \_\_\_\_\_

Date: \_\_\_\_\_

Name(s) of employee and authorized employee representative that participated: \_\_\_\_\_

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation

## Appendix B: COVID-19 Inspections

This form may be used as a guide. See Risk Management for assistance specific to each location, as questions may vary depending on possible hazards.

Date: \_\_\_\_\_. Name of person conducting the inspection: \_\_\_\_\_

Work location evaluated: \_\_\_\_\_

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
<b>Engineering</b>			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
<b>Administrative</b>			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
<b>PPE (not shared, available and being worn)</b>			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			

## Appendix C: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by us will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law. All employees' medical records will also be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

**Date:** \_\_\_\_\_ . **Name of person conducting the investigation:** \_\_\_\_\_

Name of COVID-19 Case source in the workplace	
Occupation. If non-employee, why they were there	
Location where employee worked (or non-employee was present in the workplace)	
Date investigation was initiated	
Was COVID-19 test offered?	
Name(s) of staff involved in the investigation	
Date and time the COVID-19 case was last present in the workplace	
Date of test and result (or diagnosis)	
Date the case first had one or more COVID-19 symptoms:	
Information received regarding COVID-19 test results and onset of symptoms (attach documentation):	
Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):	
To whom and date of notice given within one business day (in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure (use extra sheet if necessary, and indicate whether employee, independent contractor, or union rep):	
What were the workplace conditions that could have contributed to the risk of COVID-19 exposure, how could the exposure risk be reduced?	
Was Public Health notified (if yes, include date)?	

**Appendix D: COVID-19 Training Roster**

Date: \_\_\_\_\_ Leader: \_\_\_\_\_

Employee Name	Signature

## **Appendix E: Multiple COVID-19 Infections and COVID-19 Outbreaks**

In the event that we have three or more COVID-19 cases in any one workplace within a 14-day period, additional testing, exclusion, investigation, and notification protocols will be enacted under the direction of the County Health Officer, and will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period. This page will be updated in the event of such an outbreak or of such multiple employee infections.

## **Appendix F: Vaccination Declination Statement**

COVID-19 vaccines will soon become available and may be offered to employees in the order of likelihood of industrial exposure. Employees who decline to accept the recommended and offered vaccination must sign and date the following statement:

I understand that I may be at risk of contracting COVID-19 at work, and I have been given the opportunity to be vaccinated against this disease or pathogen at no charge to me. However, I decline this vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring a serious disease and related potential complications. If in the future I continue to have occupational exposure to COVID-19 and want to be vaccinated, I can receive the vaccination at no charge to me as supplies become available.

Print Employee Name: \_\_\_\_\_

Sign here: \_\_\_\_\_ Date Signed: \_\_\_\_\_

---

*[SCAN TO [RISK@INYOCOUNTY.US](mailto:RISK@INYOCOUNTY.US). THIS DOCUMENT IS NOT KEPT IN PERSONNEL FILES.]*



# County of Inyo



## County Administrator

### CONSENT - ACTION REQUIRED

**MEETING:** January 12, 2021

**FROM:** Denelle Carrington

**SUBJECT:** Approval of prior Fiscal Year payment from the Public Defender Budget.

---

**RECOMMENDED ACTION:**

Request Board authorize payment of a prior-year invoice in the amount of \$2,000 from the Public Defender budget to Pierce Fire Investigation for services of an explosive's expert.

**SUMMARY/JUSTIFICATION:**

This invoice was received in December, 2020 and the services were all provided in the previous fiscal year. The approval of the Board is needed so that the invoice can be processed and the County can continue to be in good standing with vendors.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this invoice, however, this is not recommended as this vendor continues to provide services and the County should stay in good standing with vendors.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Superior Court  
Public Defender  
Auditor-Controller

**FINANCING:**

There are sufficient funds in the Public Defender Budget (022600), in the Professional Services object code (5265).

**ATTACHMENTS:**

1. Pierce Fire Investigation Invoice

**APPROVALS:**

Denelle Carrington  
Darcy Ellis

Created/Initiated - 12/24/2020  
Approved - 12/24/2020

Denelle Carrington  
Amy Shepherd


Approved - 12/28/2020  
Final Approval - 12/28/2020

IMAGED

**FILED**

DEC 11 2020

INYO CO. SUPERIOR COURT  
PAMELA M. FOSTER, CLERK  
BY DEPUTY



1 Law Office of  
2 GERARD B. HARVEY  
3 SBN 152669  
4 Post Office Box 1701  
5 Bishop, CA 93515  
6 Tel: 760-873-1064  
7 Fax: 760-873-5515

8 Attorney for Defendant: XXXXXXXXXXXXXXXX

9 THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF INYO

10 STATE OF CALIFORNIA,

CASE NO. MBCRF 19-64291

11 Plaintiff,

**ORDER RE: PAYMENT OF EXPERT  
FEES**

12 vs.

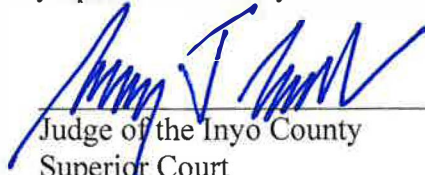
13 XXXXXXXXXXXXXXXX

14 Defendant.

15 **ORDER FOR PAYMENT**

16 NOW, THEREFORE, the Court finds that \$2000.00 to be a reasonable sum of  
17 compensation and necessary expense of Tom Peirce, Peirce Fire Investigations Inc., in  
18 connection therewith, and pursuant to Section 987 (a) of the Penal Code hereby orders that  
19 warrant for said sum, payable out of the General Fund of the County of Inyo, be drawn by the  
20 Auditor-Controller of said County upon the Treasury of said County.

21  
22 12/11/2020  
Dated

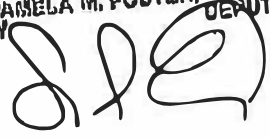
  
23 Judge of the Inyo County  
Superior Court

24  
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27 CC: CAO  
28 Atty  
FILE



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Law Office of  
GERARD B. HARVEY  
SBN 152669  
Post Office Box 1701  
Bishop, CA 93515  
Tel: 760-873-1064  
Fax: 760-873-5515

IMAGED  
**FILED**  
DEC 08 2020  
INYO CO. SUPERIOR COURT  
PAMELA M. FOSTER, CLERK  
DEPUTY  
BY 

Attorney for Defendant: XXXXXXXXXXXXXXXXXXXX

THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF INYO

STATE OF CALIFORNIA,  
  
Plaintiff,  
  
vs.  
  
XXXXXXXXXXXXXXXXXXXX,  
  
Defendant.

CASE NO. MBCRF 19-64291  
  
**DECLARATION OF COUNSEL RE:  
PAYMENT OF EXPLOSIVES EXPERT  
FEES**

**DECLARATION**

I am the attorney who represents XXXXXXXXXXXXXXXXXXXX, the defendant in the above-named matter.

The court authorized an amount not to exceed \$3000.00 for services of an explosive's expert: Tom Peirce (FILED: NOV. 21, 2019).

Pursuant to the court's authorization, I retained Tom Peirce of PFII, and he incurred the expense as indicated on Exhibit "A", attached hereto and incorporated herein by reference.

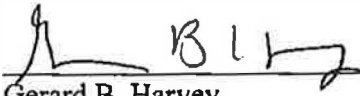
The expert's services for this client have been concluded in this matter and Mr. Peirce has not received payment for any of the foregoing items from any source.

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No other application for payment has been made or will be filed for the expert service rendered on the dates specified herein. I am therefor requesting the Court to authorize the payment in the full amount of the invoice provided.

I declare under the penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: 12/17/20

  
Gerard B. Harvey,  
Attorney for XXXXXXXXXXXXXXXXXXXX

***Pierce Fire Investigations Inc.***

***Corporate Office  
17. S. Center Ave  
Miles City, MT. 59301  
(661) 619-3702  
California P.I.Lic # 26447  
tom@piercetreinvestigations.com***

**INVOICE**

**Date: October 23, 2020**

**PREPARED FOR: County of Inyo**

**ATTENTION: Public Defenders Office**

**RE: People v. XXXXXXXXXXXXXXXX**

**BILLING STATEMENT:**

PROFESSIONAL FEES: 10.0 \$200.00 per hour \$2,000.00

See attached time sheet

<b>TOTAL DUE</b>	<b>\$2,000.00</b>
------------------	-------------------

**FEDERAL TAX IDENTIFICATION NUMBER 45-4579313**

This invoice is due and payable upon receipt and is past due 30 days after above date. A late payment charge of 1&1/2 % per month will be added each month on past due balances.



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Law Office of  
GERARD B. HARVEY  
SBN 152669  
Post Office Box 1701  
Bishop, CA 93515  
Tel: 760-873-1064  
Fax: 760-873-5515

**RECEIVED**

NOV 21 2019

INYO CO. S. ERIOR COURT  
PAMELA M. FOSTER, CLERK  
BY [Signature] DEPUTY

IMAGED  
**FILED**

NOV 25 2019

INYO CO SUPERIOR COURT  
PAMELA M. FOSTER, CLERK  
BY [Signature] DEPUTY

Attorney for Defendant: XXXXXXXXXXXXXXXXXXXX

THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF INYO

STATE OF CALIFORNIA,  
  
Plaintiff,  
  
vs.  
  
XXXXXXXXXXXXXXXXXXXX  
  
Defendant.

CASE NO. MBCRF 19-64291  
  
**ORDER RE: EXPERT FUNDS**

**ORDER**

The court approves funds not to exceed \$3000.00 for the costs of expert services, Tom Pierce of Pierce Fire Investigations Inc., in the above-entitled case.

Dated: 11/25/2019

[Signature]  
\_\_\_\_\_  
JUDGE OF THE INYO SUPERIOR COURT



# County of Inyo



## Health & Human Services - Behavioral Health

### CONSENT - ACTION REQUIRED

**MEETING:** January 12, 2021

**FROM:** Lucy Vincent

**SUBJECT:** Approval of the amendment to the Behavioral Health Performance Contract (18-95246) with the State Department of Health Care Services (DHCS) for the period July 1, 2018 through June 30, 2021.

---

**RECOMMENDED ACTION:**

Request Board approve the amendment to the performance contract between the County of Inyo and the State of California's Department of Health Care Services (DHCS) for the provision of county behavioral health services for the three-year period of July 1, 2018 through June 30, 2021 and designate the HHS Deputy Director of Behavioral Health, in her role as the County Mental Health Director, to sign both copies of each contract as well as complete the Certification Clause.

**SUMMARY/JUSTIFICATION:**

This contract amendment modifies the terms and conditions as outlined in the original contract to now include the Substance Abuse Prevention and Treatment Block Grant (SABG), incorporate the SABG County Application by reference, and clarify the Contractor's name as the County of Inyo. The inclusion of SABG represents a step forward in integrating substance use disorder contracting and mental health contracting at the State level with the possibility of further integrating monitoring and oversight activities.

The previously approved Standard Performance contract sets forth the conditions that the County must meet to receive funds as related to the Mental Health Services Act (MHSA), the Lanterman-Petris-Short (LPS) Act for involuntary services; the Projects for Assistance in Transition from Homelessness (not accessed in Inyo), the Community Mental Health Services Grant (MH SBG); the Crisis Counseling Assistance and Training program (as needed for disaster); and community mental health services provided with realignment funds not related to Medi-Cal services. The contract reflects the mental health programs in the Governor's mental health budget. This is an agreement with DHCS that the County will comply with the statutory regulations and requirements that govern the planning, use, tracking and reporting of the mental health funds. The program specifications as related to MHSA are spelled out in detail. There are also general provisions such as maintenance of effort, program principles, reimbursement methods, quality assurance and improvement, performance outcomes, patients' rights, and record keeping as well as reference to the regulations that govern these areas. The performance contract includes exhibits that address funds provision, information confidentiality and security requirements, including the HIPAA Business Associate's Agreement, and two copies of the contract certification clause. The contract also includes the signed agreement for information exchange between DHCS and the Social Security Administration.

The Department respectfully requests your Board approve the amendment as presented.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny approval of the performance contract amendment. This would impact the County's ability to access the various behavioral health funds.

**OTHER AGENCY INVOLVEMENT:**

Mental Health and Substance Use Disorder programs are integrated as the Behavioral Health division of the HHS Department. Behavioral Health works with other HHS divisions as well as other county and community agencies such as health care, law enforcement, and schools.

**FINANCING:**

There is no actual dollar amount specified in this contract as it is a performance contract that outlines the conditions under which funds will be released. The funds referred to in this contract are brought in as revenue into the Mental Health budget (045200) and SUD budget (045315).

**ATTACHMENTS:**

1. Contractor Certification Clause
2. DHCS Contract Amendment

**APPROVALS:**

Lucy Vincent	Created/Initiated - 12/11/2020
Darcy Ellis	Approved - 12/15/2020
Marilyn Mann	Approved - 12/15/2020
Meaghan McCamman	Approved - 1/3/2021
Melissa Best-Baker	Approved - 1/4/2021
Marshall Rudolph	Approved - 1/4/2021
Amy Shepherd	Approved - 1/4/2021
Marilyn Mann	Final Approval - 1/6/2021

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Inyo	95-6005445

By (Authorized Signature)

Printed Name and Title of Person Signing

Gail Zwier, Mental Health Director

Date Executed	Executed in the County of
	Inyo

## CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,



2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 24 PAGES

AGREEMENT NUMBER

18-95246

AMENDMENT NUMBER

A01

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

July 1, 2018

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement after this Amendment is:

\$0.00 (Zero Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this amendment is the date approved by DHCS.

II. Purpose of amendment: This amendment modifies the terms and conditions as outlined in the original contract to include the Substance Abuse Prevention and Treatment Block Grant (SABG), incorporate the SABG County Application by reference, and clarifies the Contractor's name.

III. Certain changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through text (i.e., Strike).

IV. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A A1 – Program Specifications (23 pages)

All references to Exhibit A – Program Specifications, in any exhibit incorporated into this agreement, shall hereinafter be deemed to read Exhibit A A1 – Program Specifications. Exhibit A – Program Specifications is hereby replaced in its entirety by the revised exhibit.

V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit B A1 – Funds Provision (1 page)

All references to Exhibit B – Funds Provision, in any exhibit incorporated into this agreement, shall hereinafter be deemed to read Exhibit B A1 – Funds Provision. Exhibit B – Funds Provision is hereby replaced in its entirety by the revised exhibit.

*All other terms and conditions shall remain the same.**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

162 J Grove Street

CITY

Bishop

STATE

CA

ZIP

93514

PRINTED NAME OF PERSON SIGNING

Gail Zwier

TITLE

Mental Health Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 24 PAGES

AGREEMENT NUMBER

18-95246

AMENDMENT NUMBER

A01

Purchasing Authority Number

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Ave., MS 4200, PO Box 9974413

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Carrie Talbot

TITLE

SSM I, Contracts Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

W&amp;I Code 14703



# County of Inyo



## Health & Human Services - First 5

### CONSENT - ACTION REQUIRED

**MEETING:** January 12, 2021

**FROM:** Serena Johnson

**SUBJECT:** 2020-2023 California Home Visiting Program Innovations Agreement

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**RECOMMENDED ACTION:**

Request Board approve the Maternal Child and Adolescent Health (MCAH) California Home Visiting Project (CHVP) State General Fund Innovation Agreement No. CHVP SGF INV 20-14 between the County of Inyo and California Department of Public Health for the provision of Home Visiting services in an amount not to exceed \$90,115 annually upon execution and expiring June 30, 2023, contingent upon the Board's approval of future budgets, and authorize the MCAH Director and HHS Director to sign the Agreement Funding Application forms Agency Information Form and Attestation of Compliance.

**SUMMARY/JUSTIFICATION:**

The California Home Visiting Project's Innovation funding supports implementing home visiting as a primary intervention strategy for families with an innovative practice to meet a local need and an evaluation of the innovation. The aim of this funding is to provide home visiting services to populations that may benefit from an innovation to maximize service utilization and promote positive outcomes and family success.

This project, led by First 5 Inyo County, will utilize an innovative community referral process that identifies high risk families and provides home visiting services using Parents as Teachers Foundational Curriculum. Providing education in the home will ensure our most isolated and vulnerable families receive high quality interventions. Evaluating the extent the family's knowledge and skills, and quality of life improve will inform the effectiveness of this innovation.

The Department respectfully requests your Board's approval to provide home visiting services to families with children birth to three.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your board could choose to decline this funding, preventing vulnerable families with children birth to three from receiving family strengthening home visiting services.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Funding for this contract is from State General Fund. This funding would be brought in as revenue to the MCAH Budget (641620) in State Other (4499). No County General Funds.

**ATTACHMENTS:**

1. CHVP Agency Information Form
2. CHVP Attestation
3. CHVP Duty Statement 1
4. CHVP Duty Statement 2
5. CHVP Scope of Work

**APPROVALS:**

Serena Johnson	Created/Initiated - 12/23/2020
Darcy Ellis	Approved - 12/23/2020
Marilyn Mann	Approved - 12/29/2020
Meaghan McCamman	Approved - 1/4/2021
Melissa Best-Baker	Approved - 1/4/2021
Marshall Rudolph	Approved - 1/4/2021
Amy Shepherd	Approved - 1/4/2021
Marilyn Mann	Final Approval - 1/6/2021

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION**

**FUNDING AGREEMENT PERIOD  
FY 2020-2023**

**AGENCY INFORMATION FORM**

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are **required to submit information when updates occur** during the fiscal year. Updated submissions do not require certification signatures.

**AGENCY IDENTIFICATION INFORMATION**

**Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.**

**Please enter the agreement or contract number for each applicable program**

[CHVP SGF INV 20-14](#)

Update Effective Date: \_\_\_\_\_ (only required when submitting updates)

Federal Employer ID#: 95-6005445

FISCAL ID#:

Complete Official Agency Name: County of Inyo

Business Address: P.O. Drawer H, Independence, CA 93526

Agency Phone: 760-873-6453

Agency Fax:

Agency Website: <https://www.inyocounty.us/services/health-human-services/public-health-and-prevention-division/fir>



**AGREEMENT FUNDING APPLICATION  
POLICY COMPLIANCE AND CERTIFICATION**

**Please enter the agreement or contract number for each of the applicable programs**

[CHVP SGF INV 20-14](#)

Update Effective Date: \_\_\_\_\_(only required when submitting updates)

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that this Maternal, Child and Adolescent Health (MCAH) program will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration. I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related program violates any of the above laws, regulations and policies with which it has certified it will comply.

**Original signature of official authorized to commit the Agency to a CHVP Agreement**

Signature line: \_\_\_\_\_

Name (Print) \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**Original Signature of MCAH Director**

Signature line: \_\_\_\_\_

Name (Print) \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**Exhibit K**

**Attestation of Compliance with the  
Sexual Health Education Accountability Act of 2007**

**Agency Name:** Inyo County Health & Human Services

**Agreement/Grant Number:** CHVP SGF INV 20-14

**Compliance Attestation for Fiscal Year:** FY 2020-2021

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or “is a witness to the fact that the programs comply with the requirements of the statute”. The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

**Signed**

**Inyo County Health & Human Services**

*Agency Name*

**CHVP SGF INV 20-14**

*Agreement/Grant Number*

\_\_\_\_\_  
*Signature of MCAH Director*

Click or tap to enter a date.

*Date*

**Dr. James Richardson**

*Printed Name of MCAH Director*

Click or tap to enter a date.

*Date*

CALIFORNIA CODES  
HEALTH AND SAFETY CODE

## Exhibit K

### Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

#### SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

- (a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.
- (b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.
- (c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

- (1) All information shall be medically accurate, current, and objective.
  - (2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.
  - (3) The program content shall be age appropriate for its targeted population.
  - (4) The program shall be culturally and linguistically appropriate for its targeted populations.
  - (5) The program shall not teach or promote religious doctrine.
  - (6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.
  - (7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.
- (b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:
- (1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.

## Exhibit K

### Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

- (2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).
- (c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.
- (d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.
- (e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.
- (f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.
- (g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).
- (h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.



## **PREVENTION SPECIALIST**

**DEFINITION:** Under general supervision from the HHS Deputy Director of Public Health, or her designee, the Prevention Specialist plans and implements a wide range of educational services, outreach activities, case management, and prevention opportunities throughout Inyo County to targeted populations with particular emphasis on the delivery of a nutrition education curriculum to targeted populations, and provision of dental health case management. Also provides support for ongoing countywide disaster preparedness planning and prevention efforts.

### **ESSENTIAL JOB DUTIES:**

**For Nutrition Education Activities:** Provide nutrition education and obesity prevention strategies to low income families. Promote the 2010 Dietary Guidelines to increase consumption and access to healthy food and drinks, and increase opportunities for physical activities. Conduct multiple series of short nutrition classes and food preparation demonstrations within community settings such as Headstart Parent meetings, elderly service centers and CalFresh offices. Participate in community events reaching low income families with the intent to promote healthy dietary habits through educational displays, activities and taste tests. Coordinate nutrition education messages, resources and campaign efforts throughout the county. Develop an ongoing media campaign to include written articles promoting healthy lifestyles and heightening awareness of obesity risks and prevention. Facilitate the local coalition Team Inyo for Healthy Kids, a partnership with the focus of promoting active lifestyles, balanced nutrition and healthy choices. Work with the coalition to develop a County Nutrition Action Plan.

**For Case Management Activities:** Provision of assistance to uninsured or underinsured children and families to assure access to dental care. Participate in county wide school dental screenings assisting dental providers and documenting screening findings. Coordination with schools and medical providers to facilitate referrals of children with dental needs unable to access dental services.

Development and provision of dental teaching plans targeting school age children.  
Design evaluation

tool to measure effectiveness of dental prevention services. Assess community for trends, issues and barriers to childhood dental health care and opportunities for solutions. Development of improved data collection and tracking mechanisms to more clearly define outcomes and trend data. Develop campaign to promote prenatal dental

access through education of medical providers, facilitation of referrals and increased client awareness.

Other General Prevention Activities: Synthesize information to design effective presentations; lead group discussions and interactions regarding a wide variety of parenting topics, including the prevention of and intervention with addiction issues; conduct presentations to community groups and the general public; creatively promote prevention and parent education in the media and within collaborative teams. Develop and maintain effective relationships with members of collaborating agencies working towards mutual goals; complete data entry and general office and clerical duties; complete and submit relevant reports; perform related duties as required, including attending meeting and training related to assigned tasks. All duties will be performed within state and county guidelines and within a collaborative context.

### **EMPLOYMENT STANDARDS:**

#### Education/Experience:

A Bachelor's degree in Health Education, Marketing, or other directly relevant field

-OR-

A high school graduate or equivalent with 2 years of experience (including at least 1 year of full time work) in creating and implementing a written and verbal public information/educational program which targeted both specific populations and the community at large. **Bilingual (Spanish-English) preferred.**

Knowledge of: Prevention strategies; rapport building techniques; effective problem solving and group facilitation skills; principles of effective adult education; appropriate professional interpersonal skills; correct English usage, spelling, grammar, and punctuation; IBM-compatible computers and software, especially MS Word, Excel, and Publisher; some Internet familiarity; use of media as a communication tool. Alcohol, tobacco, and other drug dependence, the addiction process, and the impact of addiction on a person's life functioning and the community they live in.

Ability to: Communicate effectively, both orally and in writing; be comfortable dealing with difficult topics under a variety of circumstances, and with a wide range of community members; work as part of a prevention team, including adult and youth volunteers; speak to both large and small groups; continually seek knowledge of new prevention topics and relate new information it to community groups and individuals; read and synthesize information; structure the work day and prioritize tasks towards program goals; exercise appropriate independent judgment; use supervision appropriately; keep accurate, clear, and timely records, reports, and evaluations; travel routinely within the county and periodically within the state; work flexible hours including evening and weekends as program needs require. Consistent attendance is an essential function of the position.

**Special Requirements:** Must possess a valid California Driver's License.





**ADMINISTRATIVE ANALYST II**  
**(MSS CLASS TITLE: STAFF SERVICES ANALYST II)**

**DISTINGUISHING CHARACTERISTICS:** This is the journey level of the series. Incumbents working at this level receive more limited supervision within a broad framework of policies and procedures and may be assigned more complex tasks and work at a more independent level performing duties for which guidelines have been established. The Administrative Analyst job class represents professional positions responsible for implementing and maintaining the budget process and fiscal recordkeeping and reporting operations at the department/division level. The Administrative Analyst classification oversees and participates in the day-to-day fiscal/accounting operations and budget preparation/monitoring activities in assigned department/division. The Administrative Analyst may supervise clerical and/or technical employees in the implementation of budget processing, accounting, financial reporting, contract monitoring, specialized programmatic activities, and/or other related services and functions. Specific duties will vary with the organizational unit to which assigned. Selected positions within the County of Inyo may be allocated to this job series in the performance of any one of the designated areas of responsibility on a department-wide basis.

Examples of this include:

**Personnel:** Under supervision of the Personnel Officer, performs a wide variety of administrative, technical, and professional work in support of a centralized personnel system, including recruitment and selection, classification, compensation, benefits administration, and employee relations; and performs related duties as required.

**Payroll:** Under direction of the Auditor-Controller, independently maintains and processes payroll records and reports for accounting of salaries and wages, accruals, deductions, and other payroll functions for the County, Special Districts, and the Courts.

**Health and Human Services:** Work with State and local agencies on budgets, accounting, collections, which may include, but not limited to, attendance at workshops, document preparation, program development, negotiations, evaluations, directing staff in daily accounting duties, preparation of necessary monthly, quarterly, and yearly documents, and perform related duties as required. Work with HHS Administration in the development and implementation of various State mandated programs, and perform the necessary duties required by those programs. Analyze revenues and expenditures in relation to program service requirements and service delivery. To see the full Merit



Systems Services Class Specification click on the link here:

## MSS Class Specification Staff Services Analyst II

**ESSENTIAL JOB DUTIES:** Works closely with the Department or Division Head or independently and performs a variety of responsible administrative, organizational, budgetary, accounting, and statistical work; researches, writes, monitors, and administers a variety of grants; works with the public; monitors, maintains, and organizes training and other records; prepares budget documents; prepares and presents comprehensive reports and recommendations; assist in the development and implementation of various State mandated programs, and perform the necessary duties required by those programs. May supervise and evaluate the personnel assigned to assist with the accounting programs, trust distributions and balancing, and any other programs and systems determined to be necessary or required. Analyze revenues and expenditures in relation to program service requirements and service delivery; provides accounting, collections, and related financial documents; works closely with federal, state, county, and city personnel and departments; provides public information and makes public presentations as needed; attends out-of-county training, seminars, and meetings as required; and performs other duties as assigned.

### **EMPLOYMENT STANDARDS:**

#### **Education/Experience:**

**Analyst I:** Equivalent to graduation from a four-year college or university with major coursework in business or public administration, management, or closely related field with knowledge and understanding of governmental grant administration and monitoring being highly desirable; OR six years of office or program administrative experience including prior supervisory experience. Experience working in a governmental agency is preferred.

**Analyst II:** Must meet all qualifications for Administrative Analyst I above; plus one additional year of administrative and analytical experience, preferably within a local government environment, involving grant administration and monitoring or the collection, compilation, and analysis of financial, budgetary, or administrative data.

MSS Classification: Staff Services Analyst II – [click here for specifications](#)

**Knowledge of:** Administrative techniques including the principles of organization, accounting, budget, and organizational analysis; budgetary procedures and practices; basic principles of administration; research methods and techniques; methods of report preparation; modern office procedures, methods, and equipment, including computer software and hardware, particularly as related to budgetary and statistical analysis.

**Ability to:** Collect, evaluate, and interpret varied information and data, either in statistical or narrative form; coordinate multiple projects and meet critical

perform detailed analysis and administrative work involving the use of independent judgment and personal initiative; analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals; work cooperatively with those contacted in the course of work. Physical ability to sit for prolonged periods of time, stand, twist, lift, and carry up to 25 pounds; climb and descend stairs; frequent telephone use.

## California Home Visiting Program - State General Fund Innovation Scope of Work Template 2020-2021

This scope of work (SOW) identifies goals, objectives, activities, timelines, and deliverables associated with the implementation of innovative home visiting projects as a primary intervention strategy for families from pregnancy through kindergarten entry, with focus on innovative practice to meet a local need; and for evaluating the innovation in order to assess continued or more wide-spread use. The aim of this funding is to provide home visiting services to populations that may benefit from an innovation to maximize service utilization and promote positive outcomes and family success.

**Objective 1:** Local Health Jurisdictions (LHJs)/Consortiums will develop SMART activities, identify responsible staff, and identify project deliverables/outcomes.

**Objective 2:** Local Health Jurisdictions (LHJs)/Consortiums will adhere to the goals, objectives activities and deliverables identified.

CHVP Innovation projects will occur over three fiscal years. This 2020-2021 SOW will cover goals, objectives, activities, timelines, and deliverables for the first year project period.

- July 1, 2020 - June 30, 2021 (First Year)
- July 1, 2021 - June 30, 2022 (Second Year)
- July 1, 2022 - June 30, 2023 (Third Year)

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### PROJECT NAME:

#### Innovation Option Selected:

- Option 1. Evidence-informed home visiting model
- Option 2. Evidence-based home visiting model implemented with an innovative approach or model-developer approved add-on component

#### Target Population

The target population for the proposed project is high risk families facing a wide range of stressors. Those stressors consist of low income, parent incarceration, housing instability, child abuse and neglect, child with disability or chronic health conditions, death in the immediate family, foster care or other temporary caregiver, intimate partner violence, military deployment, parent with a disability or chronic health condition, parent with mental health issues, recent immigrant or refugee family, substance abuse disorder, very low birth weight or preterm, and young parents under nineteen. In addition, we added breastfeeding risk and geographic isolation to include areas of stressors in our community. This population was determined to be the most vulnerable from the First 5 needs assessment.

**California Home Visiting Program - State General Fund Innovation**  
**Scope of Work Template**  
**2020-2021**

**Reach**

We are estimating that the proposed project will serve 45-60 families in year 1 and year 2 and 90 families by the end of year 3. With a 0.5 FTE employee committing their time to the proposed project, we estimate 10 families will be served every 4 months, totaling 30 families at the end of one year.

**Setting**

To accommodate the varying needs of our families, the setting in which home visits take place varies family to family. We will offer three options for families: a hybrid virtual model, an outdoor community site model and a traditional in-home model. Due to the Coronavirus pandemic the traditional in-home model will not be provided until local health orders allow in-person contact. The traditional in-home model is set in the home of the family, generally on the floor in the living area. This model provides the family with the comfort of being in their home and consistency for the child to help promote participation in a familiar place. The hybrid virtual model is set inside the family's home utilizing the video conferencing platform Zoom. This model allows the family and home visitor to remain connected while also limiting exposure to Coronavirus and other illnesses. Families participating in the hybrid virtual model are provided with all materials needed to complete the home visit prior to the visit through a contactless drop off. The outdoor community site model is set at an outdoor community site such as the local park or other outdoor area. This model provides the family and home visitor the opportunity to meet face to face while also practicing local health safety protocols. Outside of the traditional in-home model, the other two models allow for families to make a decision regarding their own health safety and comfort level while also still receiving high quality services.

## California Home Visiting Program - State General Fund Innovation Scope of Work Template 2020-2021

**Goal #1: Implement and maintain an innovative home visiting project**

Objective	Intervention Activities to Meet Objectives Must be specific, measurable, achievable, relevant, and time-bound (SMART)	Responsible Staff	Outcomes/Deliverables
1. a Hire, train, equip and retain staff for the project.	1.a.1 Hire Prevention Specialist and train in Parents as Teachers Foundational Curriculum by June 2021.	1.A.1. First 5 Director	One home visitor is trained and providing home visiting services.
1.b Perform ongoing supervision and coaching of staff.	1.b.1 Provide daily oversight as needed and weekly check-ins for ongoing supervision through June 2021. 1.b.2 Provide monthly staff meetings to review procedures, reflect on services, and plan program adjustments for coaching of staff through June 2021.	1.b.1 First 5 Director, Prevention Specialist  1.b.2 First 5 Director, Public Health MCAH Nurse, Prevention Specialist	1.b.1 Number of weekly check-ins.  1.b.2 Number of staff meetings.
1.c Engage with other government agencies and/or community organizations to coordinate and collaborate on the project to support home visiting infrastructure and the target population.	1.c.1 Present two individual informational meetings with community organizations and other government agencies each quarter through June 2021.	1.c.1 First 5 Director, Prevention Specialist	1.c.1 Number of informational meetings provided
1.d Recruit, enroll, and/or retain participants.	1.d.1 Develop a referral process to recruit participation utilizing partner agencies to identify the target population of high risk families by May	1.d.1 First 5 Director, Prevention	1.d.1 Number of community entities that are referring

**California Home Visiting Program - State General Fund Innovation**  
 Scope of Work Template  
 2020-2021

	2021.  1.d.2 Enroll identified high risk families within two weeks of referral received through June 2021.	Specialist  1.d.2 Prevention Specialist	1.d.2 Number of high risk families enrolled
1.e Ensure model fidelity. (Option 2 LHJs only)	1.e.1 Conduct stakeholder surveys to analyze trends of referral, analyzing why or why not families are getting referred and trends around which Community Partners are referring and which are not, bi-annually through June 2021.	1.e.1 Administrative Analyst	1.e.1 Number of surveys conducted
1.f Complete an annual status report.	1.f.1 Complete required status reports annually through June 2021.	1.f.1 First 5 Director	1.f.1 Number of reports completed
1.g Complete an annual staffing report.	1.g.1 Complete required staffing reports annually through June 2021.	1.g.1 First 5 Director	1.g.1 Number of staffing reports completed
1.h Participate in all required California Home Visiting Program (CHVP) meetings and trainings.	1.h.1 Participate in all required California Home Visiting Program (CHVP) meetings and trainings through June 2021.	1.h.1 First 5 Director, Prevention Specialist	1.h.1 Number of meetings and trainings attended
1.i Present project progress and findings to CHVP and other local, state and national stakeholders	1.i.1 Present project progress and findings to CHVP and other local, state and national stakeholders as requested through June 2021.	1.i.1 First 5 Director, Prevention Specialist	1.i.1 Number of presentations

**California Home Visiting Program - State General Fund Innovation**  
 Scope of Work Template  
 2020-2021

**Goal #2: Evaluate an innovative home visiting program (Option 1) or Evaluate the innovative add-on component or innovative approach to an evidence-based home visiting program (Option 2)**

Short and/or Intermediate Objectives	Intervention Activities to Meet Objectives	Deliverables
2.a Plan a scientifically rigorous evaluation study of appropriate size and scope of the home visiting <u>innovation</u> (Option 1 innovative program or Option 2 innovative add-on), including process and outcome measures	2.a.1 Complete an evaluation study plan 2.a.2 Seek and secure any needed exemptions or approvals from Institutional Review Board (IRB) for the Protection of Human Subjects, and renewals as needed	2.a.1 Technical evaluation plan, as per MCAH guidance TBD 2.a.2 Keep IRB approvals and renewals on file and available if requested by MCAH
2.b Conduct the planned scientifically rigorous evaluation study of the home visiting <u>innovation</u>	2.b.1 Complete an annual (interim) evaluation report on progress made on the implementation of the evaluation study	2.b.1 Annual (interim) evaluation report as per MCAH guidance TBD, to be submitted with annual progress report
2.c Conduct the analyses and synthesize the findings from the evaluation study	2.c.1 Complete a final evaluation technical report	2.c.1 Final technical report as per MCAH guidance TBD at close of contract, to be submitted with final report 2.c.2 Slide deck with principal findings from final technical report



# County of Inyo



## Treasurer-Tax Collector

### CONSENT - ACTION REQUIRED

**MEETING:** January 12, 2021

**FROM:** Alisha McMurtrie

**SUBJECT:** Annual Board approval of the Inyo County Treasury Statement of Investment Policy.

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**RECOMMENDED ACTION:**

Request Board approve the 2021 Statement of Investment Policy.

**SUMMARY/JUSTIFICATION:**

Section 53646(a)(1) of the California Government Code requires your Board to annually approve any change to the Policy at a public meeting. The Policy, as written by the County Treasurer, remains in compliance with the legal parameters for the deposit and investment of public funds, as those parameters are set forth in the California Government Code. There are no new laws, nor changes to existing laws, that would impact the Policy.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board may choose not to approve the Policy, or to amend the Policy as presented. In any event, the law requires your Board to approve a Policy. Therefore, an action to disapprove or amend the Policy as presented must be accompanied by a substitute Policy or amended language.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

1. 2021 DRAFT- Inyo County Statement of Investment Policy

**APPROVALS:**

Alisha McMurtrie  
Darcy Ellis  
Marshall Rudolph  
Alisha McMurtrie

Created/Initiated - 11/25/2020  
Approved - 11/25/2020  
Approved - 11/25/2020  
Final Approval - 11/25/2020





# COUNTY OF INYO



## STATEMENT OF INVESTMENT POLICY

January 2021

**INVESTMENT POLICY  
of the  
INYO COUNTY TREASURY**

(Note: All legal references to “Sections” made herein are in reference to the California Government Code or Health and Safety Code.)

**Scope:**

This Investment Policy (Policy) applies to all public funds held for safekeeping in the Inyo County Treasury. This Policy has been reviewed and approved by the Board of Supervisors pursuant to Government Code Section 53646. The Board of Supervisors will review and approve a new Policy, or amendments to the Policy, or affirm the current Policy, at least annually. This Policy is effective as of the date of adoption by the Board of Supervisors.

**Policy Statement:**

The purpose of this Policy is to establish cash management and investment guidelines for the County Treasurer, who is responsible for the stewardship of the Inyo County Pooled Investment Fund. Each transaction and the entire portfolio must comply with California Government Code Section 53601 et seq., and this Policy.

**Prudent Investor Rule:**

The standard of prudence to be applied by the investment office shall be the “**Prudent Investor Rule**”, which states, “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” The **Prudent Investor Rule** shall be applied in the context of managing the investment portfolio.

**Investment Objectives:**

**Safety, Liquidity and Rate of Return:**

- Safety of Principal: The primary objective of the County Treasurer is to safeguard, preserve and protect capital/principal in the portfolio.
- Liquidity: As a second objective, investments shall be made in a manner that will provide for the daily cash flow demands of the Treasury and its participants.
- Yield: As the third objective, investments shall be made in a manner so as to attain a market rate of return throughout budgetary and economic cycles while providing

for the first two objectives, as stated above, consistent with the risk limitations, prudent investment principals and cash flow characteristics identified herein.

**Legal and Regulatory Compliance:**

All investing and investment decisions shall be made with full compliance with California State and Federal Laws and Regulations, and any forthcoming amendments or additions to the California State Statutes or Federal Regulations in relation to the investment and administration of local agency money on deposit in the Treasury. The Treasurer or the Board of Supervisors may provide further restrictions and guidelines for the investment of money on deposit in the Treasury through this Statement of Investment Policy.

**Participants:**

- **STATUTORY PARTICIPANTS:** General Participants are those government agencies within the County of Inyo for which the County Treasurer is statutorily designated as the Custodian of funds.
- **VOLUNTARY PARTICIPANTS:** Other local agencies, such as Special Districts, for which the Treasurer is not the statutory designated Custodian of Funds, may participate in the Pooled Investment Fund. Such participation is subject to the consent of the County Treasurer and must be in accordance with the California Government Code Section 53684 et seq. The agency must provide the County treasurer with a resolution adopted by the agency’s governing board approving the Inyo County Pooled Investment Fund as an authorized investment and accept the Inyo County Investment Policy.
- The County Treasurer does not solicit any agency’s voluntary entry to the Treasury Pool.

**Delegation of Authority:**

Pursuant to Section 53607, the Inyo County Board of Supervisors may delegate the authority to invest or re-invest public funds in the Inyo County Treasury to the County Treasurer for a one-year period. Thereafter, the County Treasurer shall assume full responsibility for those transactions until the delegation of authority is revoked or expires. Subject to review, the County Board of Supervisors may renew the delegation authority each year.

If the Board of Supervisors delegates the investment authority to the County Treasurer as referenced above, the County Treasurer may authorize the Assistant County Treasurer or a duly designated and legally eligible employee of the Treasurer’s office to purchase

investments in the absence of the County Treasurer pursuant to the Law and to the restrictions as herein stated.

**Authorized Investments:**

Authorized investments shall match the general categories established by the California Government Code Sections 53601, et seq. and 53635, et seq., and shall be listed herein. Authorized investments shall also include, in accordance with California Government Code Section 16429.1, investments into the State Local Agency Investment Fund (LAIF).

- Maturity Restrictions: To provide sufficient liquidity to meet the daily expenditure requirements of not only the County, but the School Districts and other Treasury Pool Participants, the portfolio will maintain at least 40% of its total book value in securities having a maturity of one (1) year or less.
- Operating funds shall be invested so as to ensure that maturity dates will coincide with projected cash flow needs, taking into account anticipated revenues and expenditures of significant dollar size.

**Prohibited Investments:**

All investments not specifically listed within are hereby prohibited.

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## **Investment Criteria:**

Figure 1. (See Table of Notes for Figure 1 on following page)

	<b>Maximum Maturity</b>	<b>Maximum % of Pool</b>	<b>Rating</b>
U.S. Treasury and Agency Securities (§53601 (b&f))	5 years	100	N/A
Bonds and Notes issued by local agencies (see section 1) (§53601 (e))	5 years	100	N/A
Registered State Warrants (see section 2) (§53601 (c))	5 years	5 % of agency/district deposits	N/A
Bankers' Acceptances (see section 3) (§53601 (g))	180 days	40	N/A
Commercial Paper (see section 4) (§53601 (h) and §53635 (a))	270 days	15	A-1/P-1
Negotiable Certificates of Deposit (§53601 (i))	5 years	30	N/A
Repurchase Agreements (see section 5) (§53601 (j))	1 year	25	N/A
Reverse Repurchase Agreements (see section 5) (§53601 (j))	92 days	25	N/A
Medium-Term Corporate Notes (§53601 (k))	5 years	30	A
Mutual Funds & Money Market Mutual Funds (§53601 (l)) & (6509.7 & 53601 (p))	N/A	20	AAA
Local Agency Investment Fund (LAIF) (§16429.1)	N/A	As limited by LAIF	N/A

(Figure 1 footnotes)

Section	Information
1	The County Treasury may purchase the bonds, notes, warrants or other evidences of indebtedness of any local agency formed within the County of Inyo. Such investments may not exceed five (5) years. No more than 10% of the assets may be invested.
2	Registered Warrants are restricted only to cash substitutes issued by the State during periods of declared fiscal emergency.
3	No more than 30 percent of the agency's surplus funds may be invested in the Bankers' Acceptances of any one commercial bank pursuant to this section.
4	All commercial paper issuers must maintain an "A-1" rating by Standard & Poor's Corporation or a "P-1" rating by Moody's Investor Service. No more than 15% of the agency's funds may be invested in commercial paper with no more than 10% of the assets be invested in any one issuer's commercial paper.
5	Reverse Repurchase Agreements may be utilized pursuant to the provisions of Section 53601(j) only for the purposes of supplementing the yield on previously purchased securities or to provide funds for the immediate payment of local agency obligations. The maximum maturity of repurchase agreements shall be one year. The maximum maturity of a reverse repurchase agreement shall be 92 days.

**Criteria for the Selection of Broker/Dealers and Financial Institutions:**

The County Treasurer shall select only primary government securities dealers that report daily to the New York Federal Reserve Bank, unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. All broker/dealers and financial institutions must have a strong industry reputation and open lines of credit with other dealers. Further, these firms must have an investment grade rating from at least one of the national rating services, if applicable.

Any broker, brokerage, dealer or securities firm shall be prohibited from conducting business with the County Treasurer if the individual or firm has, within any consecutive 48-month period following January 1, 1996, made a political contribution exceeding the limitation contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the Inyo County Treasurer, any member of the Inyo County Board of Supervisors, or any candidate for these offices.

Each broker/dealer or financial institution will be sent a copy of this Policy and a list of those persons authorized to execute investment transactions.

Each broker/dealer and financial institution authorized to conduct business with Inyo County shall, at least annually, supply the County Treasurer with financial statements.

**Criteria for the Management of Extraordinary Withdrawals:**

Extraordinary Withdrawals are those withdrawals from the County Treasury that:

- Are not predictable by the County Treasurer from an analysis of historic and current Treasury cash flow records, and
- As a result of the dollar amount of such withdrawals, have a significant impact on the ability of the County Treasurer to satisfy the cash flow requirements of the Participants in the County Treasury Pool.

Such Extraordinary Withdrawals from the County Treasury can create liquidity problems and negatively impact the earnings of the remaining County Treasury Pool Participants in the event that the County Treasurer is forced to liquidate securities prior to their scheduled maturity dates in order to cover such withdrawals. A Pool Participant, who wishes to withdraw from the pool or make an Extraordinary Withdrawal, will be encouraged to work with the County Treasurer to arrange a withdrawal schedule that would prevent losses to the withdrawing agency or the remaining Pool Participants.

Pursuant to Government Code Section 27133(h), upon receipt of any request to withdraw funds from the County Treasury, the County Treasurer shall assess the effect of the proposed withdrawal on the stability and predictability of all the investments of the County Treasury. The County Treasurer will approve a withdrawal only if he/she determines that said withdrawal would not adversely affect the interests of the other participants in the County Treasury Pool. If the County Treasurer determines that an Extraordinary Withdrawal will cause the County Treasury Pool to realize a loss, the County Treasurer in his/her discretion may disapprove the withdrawal, or delay the withdrawal, or approve the withdrawal on the condition that any such loss be borne by the agency requesting the withdrawal, and on any other condition necessary to prevent an adverse effect on the interests of the other Pool Participants. The County Treasurer reserves the right to choose



which securities to liquidate to provide for the Extraordinary Withdrawal and could choose to sell the securities that have the lowest earnings.

**Safekeeping:**

Pursuant to Section 53608 the Inyo County Board of Supervisors has, by its Resolution No. 95-97 dated September 26, 1995, delegated to the County Treasurer the authority to enter into safekeeping agreements with specified institutions. Investment securities purchased by the County Treasury shall be held in customer-segregated safekeeping accounts that qualify as “Category 1 Custody” as defined by the Governmental Accounting Standards Board. Each institution where securities are held shall be required to provide a monthly safekeeping statement to the County Treasurer.

**Apportionment of Interest, Costs and the Calculation of the Treasurer's Administrative Fee:**

The relationship of a participant's daily fund balance to the total average daily balance of the entire Treasury Pool determines the percentage of interest paid to the Participant from a single apportionment. The proportionate amount of the Treasurer's Administrative Fee paid by any Participant in any quarter may be calculated in the same manner.

The County Treasurer's Administrative Fee, as authorized by Section 27013 and as calculated by the County Treasurer, shall not exceed the actual administrative costs incurred by the County for the operation of the County Treasury. In addition, pursuant to Section 27135, the cost of the County Treasury Oversight Committee's annual compliance audit shall be deemed as an administrative cost pursuant to Section 27013.

The Treasurer's Administrative Fee shall be imposed quarterly and deducted from interest earnings prior to the apportionment of those earnings to the participants in the County Treasury Pool.

**Audit, Supervision, Approval and Monitoring of the Investment Policy and Portfolio, including Reporting Requirements:**

- Pursuant to Section 25250, the County Board of Supervisors (Board) shall, at least biennially, cause to be audited in accordance with generally accepted auditing standards, the financial accounts and records of all officers, including the County Treasurer, having responsibility for the care, management, collections or disbursement of public funds.
- Pursuant to Section 25303, the Board will supervise the official conduct of the Inyo County Treasurer.
- Pursuant to Section 26920 et seq., the County auditor shall, at least once a quarter, perform a review of the Treasurer's statement of assets.

- Pursuant to Section 27100, the books, accounts and vouchers of the County Treasury are at all times subject to the inspection and examination by the Board and the County Grand Jury, or by any officers or agents designated by the Board or Grand Jury to make the inspection or examination. The County Treasurer shall permit the examination of the books and assets of the County Treasury.
- The County Treasurer shall annually render to the Board at a public meeting the Treasury Investment Policy for the Board's review and approval. Any changes to the Policy shall also be reviewed and approved by the Board at a public meeting. In addition, the Treasurer shall annually provide copies of the Policy to the County Treasury Oversight Committee and the California Debt and Investment Advisory Committee (CDIAC).
- The County Treasurer shall render a quarterly report to the Board, County Auditor-Controller and Treasury Oversight Committee. In addition, copies of the report for the second and fourth quarters shall be forwarded to the California Debt and Investment Advisory Committee (CDIAC). The report shall reflect, pursuant to the Law, the detailed status of investments held by the County Treasury including the following information: (Refer to Section 53646)
  - The type of investment, name of the issuer, date of maturity, par and dollar amount invested on all securities, investments and monies held.
  - A description of the funds, investments or programs that are under management of contracted parties, including lending programs.
  - The market values of all funds, investments or programs under the management of contracted parties, and the source valuation for any security within the treasury.
  - A description of the compliance or the manner in which the portfolio is not in compliance with the County Treasury Investment Policy.
- A statement of the County Treasury's ability to meet the projected liquidity requirements of participants in the treasury pool for the next six (6) months, or an explanation as to why sufficient money may not be available.

Upon request, the County Treasurer shall deliver to the County Auditor-Controller a detailed record of investment activity for the current or preceding fiscal year.

The County Treasurer shall routinely monitor the investment portfolio in relationship to limitations and restrictions imposed by the California statutes and as herein stated, and will adjust the portfolio accordingly.

### **Internal Controls:**

The County Treasurer shall establish a system of written internal controls, which shall be reviewed annually by all authorized persons. The internal controls shall be designed to prevent, or at least minimize, the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions. Where possible, investments shall be placed, confirmed, held, accounted for and audited by different persons.

### **Prohibitions on the Acceptance of Gifts and Honoraria:**

The County Treasurer, Assistant County Treasurer and the members of the Treasury Oversight Committee shall comply with the provisions of the Political Reform Act (Section 87200 et seq.) as those rules may be amended from time to time by the Fair Political Practices Commission.

The provisions of the Political Reform Act shall also govern the conduct of the above referenced individuals, particularly with regard to restriction placed on the acceptance by members of honoraria, gifts and gratuities from financial and security advisors, brokers, dealers, bankers or other persons with whom the County Treasury conducts business.

### **Provisions for the Separate Investment Management of the General Obligation Bond Proceeds of Local Governmental Agencies that are Treasury Pool Participants:**

This section sets forth an alternative investment procedure for the separate investment management of certain general obligation bond proceeds belonging to local governmental agencies that are participants in the Treasury Pool. The goal of this procedure is to maximize interest earnings on general obligation bond proceeds that are not immediately required by the issuing agency, thereby reducing the agency's bond interest costs.

Prior to the separate investment of general obligation bond proceeds as outlined below, the governing board of the local agency that issued the bonds shall adopt a resolution authorizing the County Treasurer to make such investments on behalf of the agency. The agency whose bond proceeds will be invested as herein stated will have the option to restrict the type of such investment instruments purchased by the County Treasurer, provided such restrictions fall within the parameters of this Investment Policy, and are reflected in the agency's authorizing resolution.

General obligation bond proceeds of \$100,000.00 or more belonging to a local governmental agency that is a Treasury Pool Participant and that are not immediately required by the agency, may, at the sole discretion of the County Treasurer, be separately invested for the financial benefit of said agency. The bond proceeds shall at all times remain in, and be considered part of, the County Treasury. The bond proceeds that have been separately invested may not be

withdrawn from the Treasury. Once authorized by a resolution of the agency issuing the bonds as stated above, the County Treasurer may use the bond proceeds to purchase specific investments that will thereafter be considered investments of said agency.

The agency that issued the bonds will deliver to the County Treasurer its most current schedule of calendar dates on which the agency anticipates withdrawing the bond proceeds from the Treasury. The Treasurer will utilize the agency's most current withdrawal schedule to provide the necessary liquidity, while at the same time endeavoring to maximize interest earnings on the said proceeds. In the event the agency requires its bond proceeds prior to the maturity dates of the separate investments, and has no other source of funds to pay the financial obligation that should have been paid from those bond proceeds, the County Treasurer may purchase one or more of the agency's separate bond investments for the Treasury investment portfolio that is shared by the other Pool Participants with assets of the Treasury, thereby making the necessary amount of the agency's bond proceeds available to the agency for withdrawal, provided, however, that no purchase may be made by the Treasurer of the separate bond investments of the agency if that purchase will result in a financial loss the County Treasury or otherwise injure the Treasury Pool Participants.

For accounting purposes, such separate investments shall be segregated from those investments of the Treasury Pool that are owned proportionately by all Treasury Pool Participants. The interest earned on the investments purchased with the agency's bond proceeds will be deposited, net of any Treasurer's Administrative Fees, in the issuing agency's bond proceeds fund within the Treasury, and will not be distributed to any other Pool Participant or Treasury fund. Said bond proceeds, when separately invested as herein stated, will not earn any interest on those Treasury investments that are owned proportionately by the Treasury Pool Participants and not separately invested.

**Disclosure of Significant Activity:**

The Treasurer's office will inform the Office of the County Administrator by means of a written memorandum or email, prior to the close of business on the next business day, whenever the daily activity of the County Treasury includes one or more of the following transactions:

- Transaction(s) in an aggregate amount of \$5,000,000.00 or more including:
  - Sale of a security prior to the stated maturity or call date of said security.
  - Withdrawal or transfer of cash assets from a depository, including but not limited to a bank, investment pool or money market fund.
  - Payment of an Extraordinary Withdrawal, as such Withdrawal is herein defined.
- Activity resulting in a negative balance to a treasury account.

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**Duties of the Treasury Oversight Committee:**

The Treasury Oversight Committee (TOC) is required to annually review and monitor the Investment Policy prepared by the County Treasurer, pursuant to Government Code Section 27133, and cause an annual compliance audit, pursuant to Government Code Section 27134.

Established here as policy, the TOC will review and accept the Statement of Investment Policy prepared by the Treasurer in December of each year. Any revisions to the Statement of Investment Policy will also be reviewed and accepted by the TOC prior to submitting any such revisions to the Board of Supervisors to review and approve.

The Treasurer shall annually submit the Statement of Investment Policy to be reviewed and approved at a public meeting as required by Government Code Section 53646. This Section also requires that any change in the Policy be reviewed and approved by the Board of Supervisors at a public meeting.

**Annual Compliance Audit:**

After the end of each fiscal year, the TOC shall cause to happen, an annual audit to determine compliance with the Statement of Investment Policy. Additionally, the audit may address questions of portfolio structure and risk. The audit findings will be an agenda item at the annual TOC meeting. The cost of the audit will be charged against the Treasurer's budget and will be included in the investment expenses as part of the Treasurer's Administrative Fee.

## GLOSSARY OF TERMS

### ACCRUED INTEREST

Interest that has accumulated but has not yet been paid from the most recent interest payment date or issue date to a certain date.

### BANKERS' ACCEPTANCE

A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank "accepts" such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. Little risk is involved for the investor because the commercial bank assumes primary liability once the draft is accepted.

### BASIS POINT

One basis point is equal to 1/100 of one percent. For example, if interest rates increase from 4.25% to 4.50%, the difference is referred to as a 25-basis-point increase.

### BOOK VALUE

The value of a security as carried in the records of an investor. May differ from current market value of the security.

### BROKER/DEALER

Any person engaged in the business of effecting transactions in securities in this state for the account of others or for his/her own account. Broker/dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of his/her own issue.

### COMMERCIAL PAPER

Short-term, unsecured promissory note issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30-45 days.

### COUPON RATE

The annual rate of interest payable on a security expressed as a percentage of the principal amount.

### CREDIT RISK

The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

### CURRENT YIELD

The annual income from an investment divided by the current market yield. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

### CUSIP NUMBERS

CUSIP is an acronym for Committee on Uniform Security Identification Procedures. CUSIP numbers are identification numbers assigned to each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

### DISCOUNT

The amount by which the par value of a security exceeds the price paid for a security.

### EARNINGS APPORTIONMENT

The quarterly interest distribution to the Pool Participants where the actual investment costs incurred by the Treasurer are deducted from the interest earnings of the Pool.

### FAIR VALUE

The amount at which an investment could be exchanged in a current transaction between willing parties, other than a forced or liquidation sale.

### FLOATING RATE NOTE

A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is based on a market index (e.g. Treasury bills, LIBOR etc.).

### INTEREST

The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

### LOCAL AGENCY INVESTMENT FUND (LAIF)

The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

### MARKET VALUE

The price at which a security is trading and could presumably be purchased or sold.

### MATURITY

The date upon which the principal of a security becomes due and payable to the holder.

### MONEY MARKET MUTUAL FUND

A mutual fund with investments directed in short-term money market instruments only, which can be withdrawn daily without penalty.

PAR

The stated maturity value, or face value, of a security.

PAR VALUE

The stated or face value of a security expressed as a specific dollar amount.

PREMIUM

The amount by which the price paid for a security exceeds the security's par value.

REPURCHASE AGREEMENT OR RP OR REPO

An agreement consisting of two simultaneous transactions whereby the investor purchases securities from a bank or dealer and the bank or dealer agrees to repurchase the securities at the same price on a certain future date. The interest rate on a RP is that which the dealer pays the investor for the use of his/her funds. Reverse repurchase agreements are the mirror image of the RPs when the bank or dealer purchases securities from the investor under an agreement to sell them back to the investor.

REGISTERED WARRANTS

A registered warrant is a "promise to pay," with interest, that is issued by the State when there is not enough cash to meet all of the State's payment obligations.

SETTLEMENT DATE

The date on which the purchase or sale of securities is executed. For example, in a purchase transaction, the day the securities are physically delivered or wired to the buyer in exchange for cash is the settlement date.

TRADE DATE

The date and time corresponding to an investor's commitment to buy or sell a security.

WEIGHTED AVERAGE MATURITY

The remaining average maturity of all securities held in a portfolio.



**Inyo County Treasurer  
Disaster/Business Continuity Plan  
Banking and Investment Functions**

**Scope:**

The Inyo County Treasurer's banking and investment functions are mission critical and as such, the office must have a Disaster/Business Continuity Plan in place. In the event we are unable to operate from our office, the plan shall be activated. Periodically, the plan shall be tested.

**Continuity Procedure:**

In the event that we are unable to conduct normal business operations, the authorized persons shall interact with one another by home phone, email or cell to decide on the alternate location. If unable to contact one another, the authorized persons shall, through the County's office of emergency services establish contact with one another.

**Functions and Tasks to be Performed:**

Recognizing that we may be operating in less than optimal conditions, the primary functions are to protect and continue to account for all funds on deposit with the County Treasurer. While normal processes may be modified, the Investment Policy shall be strictly followed.

Tasks to be performed include:

- Daily cash position workup.
- Investment of maturing securities and any daily deposits.
- Daily cash and bank reconciliation.
- For deposits, the Treasurer's office will notify county departments, special districts and schools of any change to their deposit location. Deposits to any account other than those established by the County Treasurer is strictly prohibited.
- Disbursement activity will be coordinated with the County Auditor-Controller.

**Equipment and Emergency Packets:**

The Treasurer shall have access to one of the emergency laptop kits provided by Information Services in the event of an emergency.

The following items for the emergency packets for the Treasurer and/or his or her designee are:

- Copy of the Investment Policy, which includes the Disaster/Continuity Plan
- Emergency Check Stock
- Updated report of investments
- Sign on instructions to access all online bank accounts and securities safekeeping accounts

- Listing of all home phone, home addresses, cell phone, email addresses of the authorized persons and treasury staff. Listings shall also include the County Administrator, County Auditor-Controller and the Office of Emergency Services.
- Banks, Authorized Broker/Dealers, names and contact information.
- Copies of all district, county and school bank signature cards.
- Contact list for all agencies whose funds are on deposit with the treasury.

**Offsite Locations:**

Failing the ability to operate from our office, our operations will move in this order of priority:

- Location determined by the Office of Emergency Services or County Administrator
- Treasurer's home

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# County of Inyo



## Treasurer-Tax Collector

### CONSENT - ACTION REQUIRED

**MEETING:** January 12, 2021

**FROM:** Alisha McMurtrie

**SUBJECT:** Annual delegation of investment authority to the County Treasurer.

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**RECOMMENDED ACTION:**

Request your Board approve Resolution No. 2021-09, titled, "A Resolution of The Board of Supervisors of Inyo County Delegating to the County Treasurer Its Investment Authority Pursuant to Section 53607 of the California Government Code," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

Section 53607 of the California Government Code authorizes your Board to annually delegate its authority to invest or reinvest money in the county treasury, or to sell or exchange securities so purchased, to the County Treasurer, who shall thereafter assume full responsibility for those transactions until the delegation of said authority is revoked or expires. Since 1955, California county boards of supervisors, including the Inyo County Board, have exercised this authority. This action, as it relates to public funds on deposit in the county treasury, transfers fiduciary responsibility from your Board members to the County Treasurer, and, provides for the efficient day-to-day operation of the county treasury.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board may opt not to delegate its investment authority to the County Treasurer. In such a case, the Board's individual members would assume the fiduciary responsibility for providing the day-to-day safety, liquidity, and yield for the County's public funds on deposit in the county treasury. All other agency funds on deposit in the treasury remain under the authority of the County Treasurer.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

1. 2021 Resolution-Delegation of Investment Authority

**APPROVALS:**

Alisha McMurtrie  
Darcy Ellis  
Marshall Rudolph  
Alisha McMurtrie

Created/Initiated - 11/25/2020  
Approved - 11/25/2020  
Approved - 11/25/2020  
Final Approval - 11/25/2020

**RESOLUTION No. 2021 \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO DELEGATING TO THE INYO COUNTY TREASURER ITS INVESTMENT AUTHORITY PURSUANT TO SECTION 53607 OF THE GOVERNMENT CODE**

WHEREAS, this Board has previously exercised its prerogative under Section 53607 of the Government Code and delegated to the Inyo County Treasurer its authority to make investments of certain monies in the Inyo County Treasury; and

WHEREAS, Government Code Section 53607 requires that the delegation to the County Treasurer of this Board's investment authority be made annually; and

WHEREAS, this Board finds that the Inyo County Treasurer has lawfully, prudently, and wisely invested monies of the County and that it is in the public interest that the Treasurer continue to exercise this Board's investment authority; and

WHEREAS, this Board desires to renew the delegation of its investment authority to the Inyo County Treasurer pursuant to Government Code Section 53607,

NOW, THEREFORE, BE IT RESOLVED that pursuant to Government Code Section 53607 the Inyo County Board of Supervisors hereby renews the delegation of its authority to invest monies on deposit in the Inyo County Treasury to the Inyo County Treasurer provided that all such investments are made in accordance with the provisions of Article 1 of Chapter 4 of Part 1 of Division 2 of Title 5 (commencing with Section 53600) of the Government Code and the Investment Policy of the Inyo County Treasury.

BE IT FURTHER RESOLVED that this Board reserves the right, at any time, to exercise its authority to revoke or restrict the investment authority and responsibility of the Inyo County Treasurer as delegated herein.

PASSED AND ADOPTED this 12<sup>th</sup> day of January 2021 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Chairman  
Inyo County Board of Supervisors

ATTEST: Clint Quilter, Clerk of the Board

BY \_\_\_\_\_  
Darcy Ellis, Assistant Clerk of the Board



# County of Inyo



## Board of Supervisors

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 12, 2021

**FROM:** Chairperson Jeff Griffiths

**SUBJECT:** Board of Supervisors Committee Appointments for calendar year 2021

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**RECOMMENDED ACTION:**

Request Board: A) approve the 2021 Board of Supervisors committee assignments as recommended by the Chairperson; and B) for the purposes of Form 806 reporting, make separate motions for the following assignments:

1. Eastern Sierra Transit Authority Board of Directors (two)
2. Great Basin Unified Air Pollution Control District Board (two, plus an alternate)
3. Local Agency Formation Commission (two, plus an alternate)

*(Recommendations for appointment will be made during the discussion.)*

**SUMMARY/JUSTIFICATION:**

Each year the newly elected Chairperson makes recommendations for Board of Supervisors appointments to the various boards, committees, and commissions upon which the Board of Supervisors has representation. The requirement for County Supervisor representation on the various boards, committees, and commissions comes from a variety of sources, including but not limited to State law, County law, and/or Inyo County Board of Supervisors order.

At this time your Board is asked to make the necessary appointments as recommended by this year's Chairperson, Jeff Griffiths, who will present the recommendations during today's discussion. Additionally, you are being asked to make separate motions for appointments to boards, committees, and commissions that pay a stipend for their members for both regular and alternate membership. These appointments require the completion of Form 806: Agency Report of Public Official Appointments, necessitating a different approval mechanism than the other annual appointments. This form is posted on the County's website as required and once the Board confirms these appointments, the Form will be updated.

Last year's committee assignments are attached.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to change any of the recommendations for appointments.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

There is no expected fiscal impact associated with this request.

**ATTACHMENTS:**

1. Committee Appointments 2020
2. Form 806

**APPROVALS:**

Darcy Ellis  
Darcy Ellis

Created/Initiated - 1/6/2021  
Final Approval - 1/6/2021

**2020 BOARD APPOINTMENTS to COMMITTEES for ACTIVE and AD HOC COMMITTEES ONLY**

*Approved by the Board of Supervisors on 01.14.20 unless noted otherwise*

<b>Board/Committee/Commission</b>	<b>Position(s)</b>	<b>Appointments</b>
Agricultural Resources Advisory Board	1 member 1 alternate	Rick Pucci – member Jeff Griffiths – alternate
Aviation Advisory Committee - Northern	2 members	Rick Pucci and Dan Tothoroh – members
Aviation Advisory Committee - Southern	2 members	Matt Kingsley and Mark Tillemans – members
Behavioral Health Advisory Board**	1 member (1 alternate pending)	Dan Tothoroh – member (Rick Pucci – alternate, pending)
BLM Resource Steering Committee	1 member	Mark Tillemans – member
California State Association of Counties (CSAC)	1 member 1 alternate	Jeff Griffiths – member Mark Tillemans – alternate <b>(Appointments Made by Board Order 11.05.19)</b>
Central Valley Water Authority <i>(added by Board Order 09-09)</i>	1 member	Dan Tothoroh – member
Child Care Planning Council	1 member	Jeff Griffiths – member
Child Support Services Regional Oversight Committee	1 member plus CAO	Mark Tillemans – member
Children and Families Commission – First 5	1 member 1 alternate <i>(created by Board Order 12-19-17)</i>	Mark Tillemans – member Jeff Griffiths – alternate
Children’s Services Council	1 member	Mark Tillemans – member
City of Bishop Liaison Committee	2 members plus CAO	Rick Pucci and Jeff Griffiths - members
Community Focused Court Planning Team	1 member	Dan Tothoroh – member
County Service Area #2 (Bishop Creek Sewer) Advisory Board	1 member	Dan Tothoroh – member
Eastern Sierra Area Agency on Aging Advisory Council**	1 member (1 alternate pending)	Dan Tothoroh – member (Rick Pucci – alternate, pending)
Eastern Sierra Council of Governments (ESCOG)/Eastern Sierra Transit Authority (ESTA)*	2 members <i>(cannot serve simultaneously on LTC)</i>	Dan Tothoroh and Jeff Griffiths – members
Eastern Sierra InterAgency Visitor Center Board of Directors	1 member 1 alternate <i>(created by Board Order 2-21-17)</i>	Dan Tothoroh – member Mark Tillemans – alternate
Eastern Sierra Subregional Committee – Sierra Nevada Conservancy	1 member <i>(rotated among Inyo, Mono &amp; Alpine every two years)</i>	Inyo appointee: Jeff Griffiths
Emergency Medical Care Committee	1 member	Matt Kingsley – member
Foster Care Commission	1 member	Jeff Griffiths – member
Financial Advisory Committee	2 members	Rick Pucci and Jeff Griffiths – members
Great Basin Unified Air Pollution Control District *	2 members 1 alternate	Matt Kingsley and Dan Tothoroh – members Jeff Griffiths – alternate
Inyo-Mono Advocates for Community Action	1 member	Jeff Griffiths – member
Indian Gaming Local Community Benefit Committee	2 members	Mark Tillemans and Jeff Griffiths – members
Indian Wells Valley Groundwater Authority Board <i>(added by Board Order 07-26-16)</i>	1 member 1 alternate	Matt Kingsley – member
Integrated Solid Waste Management Task Force	1 member	Dan Tothoroh – member
Integrated Solid Waste Management Hearing Panel	1 member	Dan Tothoroh – member
InterAgency Committee on Owens Valley Land & Wildlife	1 member	Rick Pucci – member
Internal Operations Committee	2 members	Mark Tillemans and Dan Tothoroh – members
Inyo Fish & Wildlife Commission	1 member	Rick Pucci – member
Juvenile Justice Coordinating Committee (2000)	1 member	Jeff Griffiths – member
Law Library Board of Trustees	1 member	Rick Pucci – member
Local Agency Formation Commission (LAFCo)*	2 members 1 alternate	Rick Pucci and Jeff Griffiths – members Dan Tothoroh – alternate
Local Transportation Commission (LTC)	2 members <i>(cannot serve simultaneously on ESTA Board)</i>	Rick Pucci and Mark Tillemans – members Matt Kingsley – alternate
National Association of Counties (NACo)	1 member 1 alternate	Rick Pucci – member Jeff Griffiths – alternate
Owens Valley Groundwater Authority <i>(added 08-01-17)</i>	1 member 1 alternate	Dan Tothoroh – member Jeff Griffiths – alternate
Quadstate Local Governments Authority	1 member	Mark Tillemans – member
Random Access Network Board (R.A.N.)	1 member	Rick Pucci – member
Rural Counties Representatives of California (RCRC)	1 member 1 alternate <i>(also serve as reps for Golden State Financial Authority Board)</i>	Matt Kingsley – member Rick Pucci – alternate <b>(Appointments Made by Board Order 11.05.19)</b>
Standing Committee	2 members	Matt Kingsley and Rick Pucci – members
Yucca Mountain Program Representatives	2 members	Matt Kingsley and Dan Tothoroh – members
Western Counties Alliance Board of Directors	1 member	Matt Kingsley

\*denotes committee assignment requiring filing of Form 806 (reporting of paid appointed positions)

\*\* alternates on hold pending research affirming alternates permitted under statutes, regulations, bylaws, legislation governing respective board or commission



# Agency Report of: Public Official Appointments

A Public Document

<b>1. Agency Name</b>			<b>California Form 806</b> For Official Use Only
Division, Department, or Region <i>(If Applicable)</i>			Date Posted:  <i>(Month, Day, Year)</i>
Designated Agency Contact <i>(Name, Title)</i>			
Area Code/Phone Number	E-mail	Page _____ of _____	

## 2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>

## 3. Verification

*I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.*

\_\_\_\_\_  
Signature of Agency Head or Designee                      Print Name                      Title                      (Month, Day, Year)

Comment: \_\_\_\_\_

**Agency Report of:  
Public Official Appointments  
Continuation Sheet**

**1. Agency Name**

Date Posted: \_\_\_\_\_  
(Month, Day, Year)

**2. Appointments**

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>
	▶ Name _____ <i>(Last, First)</i>  Alternate, if any _____ <i>(Last, First)</i>	▶ _____/_____/_____ <i>Appt Date</i>  ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ <i>Other</i>



# County of Inyo



## Sheriff

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 12, 2021

**FROM:** Tim Bachman

**SUBJECT:** Proposed Resolution Establishing an Administrative Hearing Procedure

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**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2021-10, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Establishing an Administrative Hearing Procedure Regarding the Declaration of a Dog as Potentially Dangerous or Vicious," and authorize the Chairperson to sign

**SUMMARY/JUSTIFICATION:**

When Animal Control receives reports of a dog attacking or biting another animal or a human on two or more instances, Cal. Food and Ag. Code section 31621 permits Animal Control to begin a proceeding to declare the dog as a "potentially dangerous dog" or a "vicious dog." Animal Control can obtain this designation either by filing a petition with the superior court. However, state law also permits a city or county to establish an administrative process to handle such petitions.

Inyo County does not have such an administrative process, but Animal Control would like to establish one. Administrative processes are generally far simpler, cheaper, and easier for all parties involved. Additionally, administrative processes often have a perception of being less formal than court proceedings, which makes them less stressful for community members who may not be familiar with the formalities associated with court proceedings.

Accordingly, Animal Control has brought a resolution before your Board to establish an administrative process to deal with hearings under Cal. Food and Ag. Code section 31621. This resolution is very short and simple because the relevant Food & Ag. Code sections set out all of the details regarding these hearings. The only issue for your Board to establish is who will choose the administrative hearing officer to preside over the hearing. As stated in the resolution, that hearing officer is to be chosen by the County Administrative Office. The CAO was chosen because he has no involvement with Animal Control and therefore can serve as a neutral third party.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not approve this resolution. However, if the County does not set up an administrative process for these section 31621 hearings, Animal Control will be forced to file section 31621 petitions in the superior court. Filing a petition in court is significantly more expensive and complicated than

holding an administrative hearing.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. Dog Hearing Resolution

**APPROVALS:**

Grace Chuchla  
Darcy Ellis  
Grace Chuchla  
Tim Bachman

Created/Initiated - 1/5/2021  
Approved - 1/5/2021  
Approved - 1/5/2021  
Final Approval - 1/5/2021

**RESOLUTION NO. 2021 - \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,  
ESTABLISHING AN ADMINISTRATIVE HEARING PROCEDURE REGARDING  
THE DECLARATION OF A DOG AS POTENTIALLY DANGEROUS OR VICIOUS**

**WHEREAS**, Cal. Food & Agriculture Code § 31621 creates a process for the Animal Control Department of any city or county to petition the Superior Court for an order that a dog that has engaged in certain action is either potentially dangerous or vicious;

**WHEREAS**, Section 31621 also allows counties to set up an administrative hearing process that permits a hearing officer, appointed by a neutral individual, to preside over the hearing;

**WHEREAS**, Inyo County Animal Control believes that this administrative hearing process is preferable to going to court for section 31621 hearings, as the administrative process is cheaper, faster, and easier for all parties involved in the hearing.

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

1. That Chapter 9 of Division 14, Article 1, commencing with Section 31601, of the Food and Agriculture Code, is adopted as the governing authority for any administrative hearing held in Inyo County pursuant to Food & Agriculture Code 31621.
2. That the county administrative officer shall appoint a county employee to serve as a hearing officer described in section 31621. The hearing officer shall make the determinations described in Sections 31621 and 31622(a) of the Food and Agriculture Code.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of January, 2021, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
JEFF GRIFFITHS, Chairperson  
Inyo County Board of Supervisors

ATTEST: Clint Quilter  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant Clerk of the Board





# County of Inyo



## Water Department

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** January 12, 2021

**FROM:** Aaron Steinwand

**SUBJECT:** Owens Valley Groundwater Authority Meeting – January 14, 2020

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**RECOMMENDED ACTION:**

Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for January 14, 2020.

**SUMMARY/JUSTIFICATION:**

The Board of Directors have resumed a monthly meeting schedule as requested by the Groundwater Sustainability Plan (GSP) consultant to meet the tentative schedule of completing an administrative draft GSP in late February.

At the January 14 meeting, the OVGA will consider a resolution amending the OVGA Bylaws changing the date for selecting the Chair and Vice Chair from January to March as requested by the OVGA Board at the previous meeting.

OVGA staff will report on current finances and the status of stakeholder outreach efforts. The GSP consultant will provide an update on status of the GSP and continue discussion of monitoring locations and sustainable management criteria.

Although not a subject on the January agenda, there may be a request for an update on an item discussed during the December 10 OVGA meeting. On December 15, the Mono County Board of Supervisors considered a request from the Tri-Valley Groundwater Management District that Mono County request their membership in the OVGA be terminated. Inyo County and the OVGA Executive Manager submitted public comment letters for the agenda item. The Mono Board voted to remain a member and withdraw from the OVGA when the GSP is completed.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

City of Bishop, Mono County, Indian Creek-Westridge CSD, Big Pine CSD

**FINANCING:**

N/A

**ATTACHMENTS:**

1. 01.14.21 Draft OVGA Agenda

**APPROVALS:**

Aaron Steinwand

Darcy Ellis

Aaron Steinwand

Created/Initiated - 12/29/2020

Approved - 12/29/2020

Final Approval - 1/7/2021



## Owens Valley Groundwater Authority

January 14, 2021 2:00 PM

### Board of Directors Meeting Agenda

*All members of the public are encouraged to participate in the discussion of any items on the Agenda. Members of the public will be allowed to speak about each agenda item before the Board of Directors takes action on it. Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Directors or the Owens Valley Groundwater Authority.*

*Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the OVGA to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require alternative formatting of this agenda, please notify Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).*

**NOTICE TO THE PUBLIC:** In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. The Bishop City Council Chambers are closed to the public, and the Owens Valley Groundwater Authority will conduct this meeting exclusively online. Directors and staff will participate via videoconference accessible to the public at: **INSERT ZOOM HERE**

To join by phone, refer to the numbers and webinar ID at the bottom of the agenda. To provide public comment, at the appropriate agenda item during the meeting, press the raise your hand button in the Zoom window. Public comment also may be provided by emailing comments, limited to **250 words or less**, prior to the meeting or before the staff report for the item has ended. Efforts will be made to read your comment, but submittals longer than 250 words may not be read or may be summarized due to time limitations. All comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon to [lpiper@inyocounty.us](mailto:lpiper@inyocounty.us), and identify in the subject line of the email which agenda item the comment addresses.

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

1. Pledge of allegiance.
2. Public comment.
3. Introductions.
4. Approval of minutes from the December 10, 2020 OVGA Board meeting.
5. Board Member Reports.
6. OVGA staff reports
  - a. Financial Report
  - b. Report on Stakeholder Engagement efforts.
7. Consideration of revision to OVGA Bylaws
8. Presentation from Daniel B. Stephens and Associates on elements of the Groundwater Sustainability Plan.
9. Discussion regarding future agenda items and set next OVGA meeting.
10. Adjourn.

Join the December 10, 2020 OVGA webinar via phone:

DRAFT



# County of Inyo



## Health & Human Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 12, 2021

**FROM:** Stephanie Tanksley

**SUBJECT:** Sole Source Contract to Chatterbox, LLC for Bilingual Staff Training and Support Services.

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**RECOMMENDED ACTION:**

Request Board: A) declare Chatterbox, LLC of Bishop, CA a sole-source provider of Bilingual Training and Support Services; B) ratify and approve the contract between the County of Inyo and Chatterbox, LLC of Bishop, CA for the provision of Bilingual Training and Support in an amount not to exceed \$15,000 for the period of January 1, 2021 through Dec 31, 2021, contingent upon the Board's approval of the Fiscal Year 2021-2022 budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

Inyo County currently employs staff that have self-reported as bilingual. Bilingual employees are currently providing language assistance in a variety of settings ranging from simple to highly complex. The term "bilingual" indicates that a person has some ability to speak two languages, but it does not provide information about how well, or how "proficiently" he or she speaks the language; nor does it indicate whether a person has knowledge of the terminology needed to navigate the diverse programs offered by Inyo County.

County Administration and HHS, which has multiple programs and services that are mandated to ensure access, including language access, recognize the need for the development of a Bilingual Training and Support program. This contract will provide Inyo County's LEP (Limited English Proficient) residents with the oral and written language services needed to communicate effectively with staff, and to provide our LEP individuals with meaningful access to, and an equal opportunity to participate fully in, the services, activities, or other programs administered by the County.

Chatterbox, LLC is the only entity with these qualifications that also resides in the Inyo County area. While we could obtain interpretation services from an interpreter located outside of Inyo County, an interpreter who lives in the local area will be uniquely able to provide services that take into account local culture and local linguistics.

We plan to accomplish this with four objectives: (1) Classification of proficiency level for current Bilingual Staff through language proficiency testing; (2) 40 hour interpreter trainings for all Bilingual Staff; (3) Creating systems for translating documents in Departments that require the translation of materials into the threshold language of Spanish; and (4) Creation of an Inyo County Glossary of commonly used terms to ensure integrity of messaging when interpreted.

Inyo County Personnel and Health and Human Services respectfully request your approval of this agenda.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the sole source contract This would severely hinder our County's ability to offer equitable access to all of our programs and services. These services not only meets the need for our residents to access trained personnel to provide direct services but also offers our staff support and training.

**OTHER AGENCY INVOLVEMENT:**

Personnel and Health and Human Services, as well as all County Departments that have designated bilingual staff.

**FINANCING:**

HHS will be using COVID CARES monies to pay for this contract. The expenses will be paid out of the Health budget (045100) in Professional Services (5265). We will then get reimbursement from Personnel for the other 50% of the contract.

**ATTACHMENTS:**

1. Bilingual Training and Support Services Contract

**APPROVALS:**

Stephanie Tanksley	Created/Initiated - 12/9/2020
Darcy Ellis	Approved - 12/10/2020
Stephanie Tanksley	Approved - 12/10/2020
Marilyn Mann	Approved - 12/10/2020
Sue Dishion	Approved - 12/11/2020
Melissa Best-Baker	Approved - 12/11/2020
Denelle Carrington	Approved - 12/11/2020
Marshall Rudolph	Approved - 12/11/2020
Amy Shepherd	Approved - 12/11/2020
Aaron Holmberg	Approved - 12/14/2020
Marilyn Mann	Final Approval - 12/16/2020

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_

**FOR THE PROVISION OF** \_\_\_\_\_ **SERVICES**

**INTRODUCTION**

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

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

- A. From \_\_\_\_\_ through \_\_\_\_\_
- B. From \_\_\_\_\_ through \_\_\_\_\_

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

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

**3. CONSIDERATION.**

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests

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

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

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

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

F. Federal and State taxes.

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

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

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

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

#### 4. **WORK SCHEDULE.**

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A, which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will

coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

## **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

## **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

## **7. COUNTY PROPERTY.**

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

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

## **8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.**

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

## **9. STATUS OF CONSULTANT.**

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

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

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

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

## **10. DEFENSE AND INDEMNIFICATION.**

Design Professional/Consultant agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional/Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Design Professional/Consultant.

## **11. RECORDS AND AUDIT.**

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

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

## **12. NONDISCRIMINATION.**

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



**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

gain, or enhancement.

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

**County of Inyo:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Department  
Address  
City and State

**Consultant:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Name  
Address  
City and State

**24. ENTIRE AGREEMENT.**

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

///

///

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_

**FOR THE PROVISION OF** \_\_\_\_\_ **SERVICES**

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

**COUNTY OF INYO**

**CONSULTANT**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**

**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCOPE OF WORK:**

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**

**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCHEDULE OF FEES:**

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**

**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_

**FOR THE PROVISION OF** \_\_\_\_\_ **SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SEE ATTACHED INSURANCE PROVISIONS**



# County of Inyo



## Clerk of the Board

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 12, 2021

**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 meeting of December 8, 2020 and December 15, 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](http://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 - 1/7/2021  
Final Approval - 1/7/2021





# County of Inyo



## Agricultural Commissioner - Cannabis

### TIMED ITEMS - ACTION REQUIRED

**MEETING:** January 12, 2021

**FROM:** Nathan Reade

**SUBJECT:** Public Hearing Adopting a Late Fee for Commercial Cannabis Business Licenses

---

**RECOMMENDED ACTION:**

Request Board enact Ordinance 1262, titled , "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Sections 5.40.090, 5.40.100, and 5.40.150 of the Inyo County Code, Pertaining to Commercial Cannabis Business Licenses."

**SUMMARY/JUSTIFICATION:**

The Inyo County Commercial Cannabis Permitting Office (C3PO) has completed two years of commercial cannabis license renewals. During these two years, it has become apparent that one year is not currently sufficient for licensees to get all of their required permits and state licenses, staff is spending considerable resources contacting licensees that have not paid their renewal fees within 2 weeks prior to the due date, and the appeal process needs to be clarified.

This item seeks to extend the time for a County-licensee to get all the required permits and licenses, authorize the Board to set a late penalty for those licensees that pay the renewal after the renewal period and within the grace period established by your board through ordinance on December 8, 2020 and as discussed at that time, and to slightly modify the appeal process. The late penalty will come before your Board once this Ordinance is effective.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

During the December 8, 2020 Board of Supervisors meeting your board amended Inyo County Code section 5.40.100 to include a 60 day grace period following the due date for license renewal fees including the ability to assess a late fee on those payments received after the renewal deadline. A workshop was conducted at that time discussing the amount of the late fee.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your board could decide to not make the changes, , but this is not advised since licensees have need additional time, the cost of administering a renewal typically increases for those licensees submitting fees late, and the appeal process is currently in need of an update.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

If this resolution is passed it will help to reimburse additional staff time associated with the processing of late renewals. If this resolution is not passed the C3PO will incur these additional costs.

**ATTACHMENTS:**

1. Ordinance Amending 5.40.090 100 and 150

**APPROVALS:**

Nathan Reade	Created/Initiated - 12/9/2020
Darcy Ellis	Approved - 12/9/2020
Nathan Reade	Approved - 12/9/2020
Marshall Rudolph	Approved - 1/4/2021
Amy Shepherd	Final Approval - 1/4/2021

**ORDINANCE NO. 1262**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTIONS 5.40.090 , 5.40.100, AND 5.40.150 OF THE INYO COUNTY CODE, PERTAINING TO COMMERCIAL CANNABIS BUSINESS LICENSES**

**WHEREAS**, Inyo County previously established commercial cannabis business license regulations via adoption of Inyo County Code Chapter 5.40; and

**WHEREAS**, now that the regulations have been in place for some time, staff recommends making minor adjustments to certain existing appeal and fee provisions; and

**WHEREAS**, the Board wishes to implement those recommended adjustments.

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

**SECTION I:** Subsection 5.40.090.J is replaced in its entirety as follows:

“J. Commercial cannabis business licenses shall be conditionally issued contingent on applicant obtaining all applicable permits and licenses required by the county and/or state of California, and presenting same to the C3PO, within twelve months of issuance of a commercial cannabis business licenses. Commercial cannabis business licenses shall be void if the applicable state license(s) or permit(s), or local land use approvals, are not presented to the C3PO within twelve months unless the C3PO agrees, in writing, to extend to deadline for obtaining and submitting the state permit(s) or license(s) for a period not to exceed an additional six months. Any additional extension shall require the approval of the board of supervisors.”

**SECTION II:** Subsection 5.40.100.B is replaced in its entirety as follows:

“B. The Board of Supervisors may enact fees as may be necessary to recover the county’s costs of inspection, enforcement, and corrective actions in relation to the commercial cannabis business license. The Board of Supervisors may enact a penalty for a late payment of any required fees, but in no event shall a license holder be granted more than 60 calendar days beyond the originally set deadline to pay the required fee. For purposes of this section, a payment is made when it is physically delivered to the County or when it is mailed to the County with a postmark dated on or before the deadline.”

**SECTION III:** Subsection 5.40.150.B is replaced in its entirety as follows:

“B. Any commercial cannabis business license holder aggrieved by any decision of the C3PO with respect to the revocation of a commercial cannabis business license shall, within ten business days, make application in writing to the county administrative officer, or designee, for a hearing on the decision before the board

of supervisors. A license revocation for failing to pay a fee shall not be appealable unless the Applicant alleges the fee was actually paid in a timely manner.”

**SECTION IV:** Subsection 5.40.150.E is replaced in its entirety as follows:

“E. At the hearing, the applicant may appear and offer evidence why such decision should be vacated. Within sixty calendar days after the hearing, the county administrative officer, or designee, or the Board of Supervisors in the instance of an appeal revoking a license, shall determine if the decision shall be upheld and shall thereafter give written notice to the applicant. The decision of the county administrative officer, or designee, or Board of Supervisors, shall be final and not subject to further administrative appeal.”

**SECTION V: EFFECTIVE DATE**

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

**PASSED AND ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2020.**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**Matt Kingsley, Chairperson**  
**Inyo County Board of Supervisors**

**ATTEST:**  
**Clint Quilter**  
**Clerk of the Board**

**By:** \_\_\_\_\_  
Darcy Ellis, Assistant



# County of Inyo



## Treasurer-Tax Collector

### **CORRESPONDENCE - INFORMATIONAL - NO ACTION REQUIRED**

**MEETING:** January 12, 2021

**FROM:**

**SUBJECT:** 2019/20 Final Treasury Oversight Committee Compliance Examination Report.

---

**RECOMMENDED ACTION:**

Request the Board receive the Final Treasury Oversight Committee Annual Compliance Audit/Report for the 2019/20 Fiscal Year ending June 30, 2020 and direct any questions to the Treasurer-Tax Collector.

**SUMMARY/JUSTIFICATION:**

In accordance with California Government Code Sections 27130-27137 and the County of Inyo Statement of Investment Policy, an annual Compliance Examination is initiated by the Treasury Oversight Committee. The Final Report is provided for the Board's information.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

An external compliance examination is required to be initiated by the Treasury Oversight Committee and occur on an annual basis. This examination is not a legal opinion, but a review of the investment activities conducted by the Treasurer-Tax Collector and a determination made on the compliance status of those investments as they relate to the California Government Code and the Inyo County Statement of Investment Policy standards and guidelines. The audit is initiated by the Committee and is performed in conjunction with the annual external financial audits contracted by the Auditor-Controller.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

Auditor-Controller

**FINANCING:**

The cost for performing the Compliance Audit are within the Treasurer-Tax Collector's 2020/21 annual budget and are reimbursed through the Treasurer's Administrative Fee.

**ATTACHMENTS:**

1. 2019-20 TOC Compliance Report-FINAL

**APPROVALS:**

Alisha McMurtrie  
Darcy Ellis  
Alisha McMurtrie

Created/Initiated - 12/8/2020  
Approved - 12/8/2020  
Final Approval - 12/9/2020

**COUNTY OF INYO**  
**TREASURY OVERSIGHT COMMITTEE**  
**COMPLIANCE EXAMINATION**  
**FOR THE YEAR ENDED JUNE 30, 2019**



[CLAconnect.com](http://CLAconnect.com)

**WEALTH ADVISORY**  
**OUTSOURCING**  
**AUDIT, TAX, AND**  
**CONSULTING**

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**COUNTY OF INYO**

Treasury Oversight Committee  
Compliance Examination  
For the Year Ended June 30, 2019

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## INDEPENDENT ACCOUNTANTS' REPORT

Members of the Treasury  
Oversight Committee  
County of Inyo  
Independence, California

We have examined the County of Inyo's compliance with the Treasury Oversight Committee provisions contained in Article 6, Sections 27130-27137 of the California Government Code and the County Investment Policy during the period July 1, 2018, to June 30, 2019. The County Treasury's management is responsible for compliance with the specified requirements. Our responsibility is to express an opinion on the County's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the County of Inyo complied in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether County of Inyo complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination of the County of Inyo's compliance with the specified requirements.

In our opinion, County of Inyo complied, in all material respects, with the aforementioned investment compliance requirements.

This report is intended solely for the information and use of the Board of Supervisors, and management and is not intended to be and should not be used by anyone other than these specified parties.

*CliftonLarsonAllen LLP*

**CliftonLarsonAllen LLP**

Roseville, California  
November 20, 2020

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**COUNTY OF INYO**

Treasury Oversight Committee  
Compliance Examination  
For the Year Ended June 30, 2019

Committee Members

<u>Member</u>	<u>Organization of Representation</u>
Damon Carrington	Local Public Agencies
Danielle M. Sexton	Public
Amy Shepherd	Pool Participants
<u>Advisory</u>	
Alisha McMurtrie	Treasurer-Tax Collector

## COUNTY OF INYO

Treasury Oversight Committee  
Compliance Examination  
For the Year Ended June 30, 2019

### **Background and General**

In 1995, the California legislature passed provisions requiring each county and city to establish an oversight committee of from 3 to 11 members representing various organizations (the pool of organizations was also specified in the legislation). The purpose of this committee was to oversee the policies that guide the investment of public funds. The committee was not to impinge on the day-to-day operations of the County Treasurer, but rather to review and monitor the Treasurer's investment policy and reporting.

Certain statutory changes were enacted by the California legislature effective January 1, 2005. Government Code § 27131 now makes the Treasury Oversight Committee optional, although the Legislature encourages the continuation of the Oversight Committee.

Other statutory changes also include the removal of the mandatory filing of the County's annual investment policy and the County's quarterly investment report with the Treasury Oversight Committee. Instead, the County's annual investment policy should be submitted to the County Board of Supervisors and the quarterly investment reports should be submitted to the County's Administrative Office, Auditor-Controller or Board of Supervisors.

### **Compliance Audit Requirement**

The oversight legislation included many specific requirements such as the required contents of the Treasurer's Investment Policy. Government Code § 27134 requires an annual audit to determine compliance with the provisions. This examination serves to comply with that requirement.

### **Committee Formation and Operation**

The Committee held several meetings during the fiscal year to discuss various matters including updating the County Investment Policy, review of the annual audit and election of committee officers. We reviewed the minutes and believe the meetings were properly conducted in order to provide oversight.

### **Investment Policy Statement**

Government Code § 27133 requires the County Treasurer to annually prepare an investment policy statement that is reviewed and monitored by the Treasury Oversight Committee. The most current policy was approved by the Board of Supervisors on January 9, 2019.

**COUNTY OF INYO**

Treasury Oversight Committee  
Compliance Examination  
For the Year Ended June 30, 2019

**Investment Policy Review**

We reviewed the requirements specified in Government Code § 27133, items a-h. We believe the policy which was effective March 16, 2004 and reaffirmed by the Board of Supervisor’s during the January 16, 2018 meeting addresses all the required provisions as follows:

<u>Requirement</u>	<u>Policy Section</u>	<u>Deemed Compliant</u>
a) Authorized securities	5	yes
Maximum percentage by type	5	yes
b) Maximum terms	5	yes
c) Criteria for selection of brokers	6	yes
Prohibition of political contribution	7	yes
d) Limits on gifts	10	yes
e) Reporting to Oversight Committee	9	yes
f) Calculation of treasurer’s costs (GC § 27013)	8	yes
g) Voluntary depositors	3	yes
h) Requests for withdrawal	7	yes

As shown above, we believe the policy adequately addressed the provisions specified in the oversight legislation.

**Compliance to Policy**

We reviewed the County’s actual practices during 2018-2019 to determine compliance to the investment policy. We verified that the maximum percentages by category of investment were not exceeded during the year. We also verified that maximums for single issuers and maximum term limits specified in the policy were not exceeded.

**Reporting**

We reviewed the quarterly reports which were submitted to the Board of Supervisors and to the Committee to verify that they contained the information specified in the law. They appeared to be complete with all the required information and included the cash needs disclosure, compliance to policy and the source of the market value information.

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**COUNTY OF INYO**

Treasury Oversight Committee  
Compliance Examination  
Status of Prior Year Recommendations  
For the Year Ended June 30, 2018

Recommendations

Status

There were no prior year recommendations.

**Commissioners**

**Eric Sklar**, President  
Saint Helena

**Samantha Murray**, Vice President  
Del Mar

**Jacque Hostler-Carmesin**, Member  
McKinleyville

**Peter S. Silva**, Member  
Jamul

STATE OF CALIFORNIA  
Gavin Newsom, Governor

## Fish and Game Commission



*Celebrating 150 Years of  
Wildlife Heritage and Conservation!*

**Melissa Miller-Henson**  
**Executive Director**

P.O. Box 944209  
Sacramento, CA 94244-2090  
(916) 653-4899  
[fgc@fgc.ca.gov](mailto:fgc@fgc.ca.gov)

[www.fgc.ca.gov](http://www.fgc.ca.gov)

**RECEIVED**

**DEC 29 2020**

**INYO COUNTY  
PERSONNEL**

December 22, 2020

### TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to amending sections 360 and 363, and adding section 708.19, Title 14, California Code of Regulations, relating to Mammal Hunting regulations.

Please note the date of the public hearings 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>.

**Brad Burkholder, Environmental Program Manager, has been designated to respond to questions on the substance of the proposed regulations. He can be reached at (916) 373-6619 or via email at [Brad.Burkholder@wildlife.ca.gov](mailto:Brad.Burkholder@wildlife.ca.gov).**

Sincerely,

Jon D. 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, 219, 265, 331, 460, 1050, 3051, 3452, 3453, 3953 and 4334, Fish and Game Code and to implement, interpret or make specific Sections 200, 203, 203.1, 255, 265, 331, 332, 458, 459, 460, 713, 1050, 3051, 3452, 3453, 3953 and 4334; Title 14, California Code of Regulations, relating to annual mammal hunting regulations.

**Informative Digest/Policy Statement Overview – Section 360**

The Fish and Game Commission (Commission) periodically considers the recommendations of the Department of Fish and Wildlife (Department) in establishing deer regulations. Current regulations in Section 360, Title 14, California Code of Regulations (CCR), provide definitions, hunting zone descriptions, season dates, and deer license tag quotas. To achieve deer herd management goals and objectives and maintain hunting quality, it is periodically necessary to adjust quotas, seasons, and other criteria in response to dynamic environmental and biological conditions. The proposed regulatory action will amend Section 360 providing the number of tags and season dates for hunting in the 2021–2022 season.

Proposed Amendments: The recommended number of tags and season dates for deer hunting for 2021-2022 are presented in the proposed regulatory text of Section 360.

**1. Number of Tags**

The proposed action amends subsection 360(b)(4)(D) to reduce hunting tag numbers for the Zone X-3b, while maintaining previous year tag quotas for all other deer hunt zones. Recent population trends and hunter success suggest deer populations in the X-3b hunt zone have decreased. License tag numbers are based on input from Department regional staff and the public to address goals for the unit, including deer conservation and providing hunting opportunities.

The proposed amendment to the number of deer license tags in subsections 360 (b)(4) is necessary to allow the appropriate level of hunting opportunity and harvest of bucks in the population while achieving or maintaining the buck to doe ratios at, or near, objective levels set forth in the deer herd management plans. The number of deer license tags are based upon findings from the annual harvest and fall and spring surveys.

**2. Modify Season**

Existing regulations for Additional Hunts G-8 (Fort Hunter Liggett Antlerless Deer Hunt) and J-10 (Fort Hunter Liggett Apprentice Either-Sex Deer Hunt) provide for hunting to begin on October 3 and continue for two (2) consecutive days and reopen on October 10 and continue for three (3) consecutive days. The proposal would modify the season to account for the annual calendar shift. The proposal would change the season dates to open on the first Saturday in October and continue for two (2) consecutive days and reopen on the second Saturday in October and continue for three (3) consecutive days, except if rescheduled by the Commanding Officer with Department concurrence between the season opener and December 31.

## **Informative Digest/Policy Statement Overview – Section 363**

The Fish and Game Commission (Commission) periodically considers the recommendations of the Department of Fish and Wildlife (Department) in updating antelope regulations. Section 363 provides descriptions of hunting zones, season opening and closing dates, and tag quotas (total number of hunting tags to be made available), and special conditions for pronghorn antelope. To maintain appropriate harvest levels and hunting quality, tag must be adjusted periodically in response to dynamic environmental and biological conditions. Current regulations specify the number of pronghorn antelope hunting tags for the 2020 season—ranges that were last modified in 2017. The proposed regulatory action will amend subsection 363(m) providing the number of tags for hunting in the 2021–2022 season.

Proposed Amendments: The recommended quotas for pronghorn antelope hunting tags for 2021-2022 are presented in the proposed regulatory text of Section 363. Subsection 363(m) specifies pronghorn license tag quota ranges for each hunt, in accordance with management goals and objectives (Table 1).

### **1. Number of Tags**

The proposed action amends subsection 363(m) to reduce hunting tag numbers for the Likely Tables General Season buck tags in Period 1 and Period 2, while maintaining previous year tag quotas for all other pronghorn antelope hunt zones and seasons. Recent population trends and hunter success suggest pronghorn antelope populations in the Likely Tables have decreased, but pronghorn antelope populations in all other hunt zones are stable. The proposed amendment to number of antelope hunting tags in subsection 363(m) is necessary to allow for a biologically appropriate harvest of bucks and does in the pronghorn antelope population, and will achieve/maintain buck ratios at or above minimum levels specified in appropriate management plans (California Department of Fish and Game 1989). Proposed tag quotas provided in Table 1 (below) are final recommendations of the California Department of Fish and Wildlife and are within conservative ranges identified in the 2004 Final Environmental Document Regarding Pronghorn Antelope Hunting.

## **Informative Digest/Policy Statement Overview – Section 708.19**

The California Department of Fish and Wildlife (Department) manages elk, bighorn sheep, and pronghorn antelope resources in California. Elk hunting tags, bighorn sheep hunting tags, and pronghorn antelope hunting tags are required to hunt these species in California. The Department distributes hunting tags for elk, bighorn sheep, and pronghorn antelope annually via the big game drawing. Public demand for elk, bighorn sheep, and pronghorn antelope hunting tags exceeds the available opportunities; therefore, a modified preference point system was implemented in 2002, (currently Section 708.14) to provide preference to hunters who have applied for, but not received, tags in past drawings. Each year a hunter applies for an elk, bighorn sheep, or pronghorn antelope hunting tag and is not drawn, that hunter receives a preference point which gives that hunter preference in future drawings for that species. A portion of the tag quota for elk, bighorn sheep, and pronghorn antelope tags is allocated by preference point drawing each year. A portion of tags are issued randomly to allow some opportunity for new hunters and hunters that do not have enough preference points to draw through the preference point portion of the drawing.

The historic and catastrophic 2020 fire season caused unprecedented public land closures including the temporary closure of all national forests in California beginning on September 9, 2020. The closure occurred before or during the hunting seasons for all the hunts addressed in the proposed regulation. This resulted in a loss of opportunity for hunters who had "once in a lifetime" elk, bighorn sheep, or pronghorn antelope hunting tags. Hunters used many years of accumulated preference points (in many cases 18 years of preference points) to obtain the required tags for the hunts specified in the proposed regulation.

The Department is proposing to add Section 708.19 to allow hunters who lost their opportunity to hunt in 2020 due to land closures caused by unprecedented fires to return specified elk, bighorn sheep, and pronghorn antelope tags for a refund, reinstatement of the preference points used to obtain the tag through the drawing, and earn one preference point for the license year. Hunters who request a refund would be required to pay the \$30.90 nonrefundable big game tag return processing fee specified in Section 702. This proposal would affect up to 110 hunters.

Minor editorial changes are also proposed to clarify and simplify the regulations and to comply with existing federal Frameworks.

#### **Goals and Benefits of the Regulation:**

The benefits of the proposed regulations are consistency with federal law and the sustainable management of the State's waterfowl resources. Positive impacts to jobs and/or businesses that provide services to waterfowl hunters will be realized with the continued adoption of waterfowl hunting seasons in 2020-21.

#### **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 Commission has reviewed its regulations in Title 14, CCR, and conducted a search of other regulations on this topic and has concluded that the proposed amendments to Sections 502 and 507 are neither inconsistent nor incompatible with existing State regulations. No other State agency has the authority to promulgate waterfowl hunting regulations.

**NOTICE IS GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a webinar/teleconference hearing to be held on Tuesday, January 12, 2021, at 8:30 a.m., or as soon thereafter as the matter may be heard. Instructions for participation in the webinar/teleconference hearing will be posted at [www.fgc.ca.gov](http://www.fgc.ca.gov) in advance of the meeting or may be obtained by calling 916-653-4899.

**NOTICE IS ALSO GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a webinar/teleconference hearing to be held on Wednesday, February 10, 2021 at 8:30 a.m., or as soon thereafter as the matter may be heard. Instructions for participation in the webinar/teleconference hearing will be posted at [www.fgc.ca.gov](http://www.fgc.ca.gov) in advance of the meeting or may be obtained by calling 916-653-4899.

It is requested, but not required, that written comments be submitted on or before February 8, 2021 at the address given below, or by email to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). Written comments mailed, or emailed to the Commission office, must be received before 12:00 noon on February 9, 2021. All comments must be received no later than February 10, 2021, during the webinar/teleconference hearing. If you would like copies of any modifications to this proposal, please include your name and email or mailing address. Mailed comments should be addressed to Fish and Game Commission, PO 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](http://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 Jon Snellstrom at the preceding address or phone number. **Brad Burkholder, Environmental Program Manager, has been designated to respond to questions on the substance of the proposed regulations. He can be reached at (916) 373-6619 or via email at [Brad.Burkholder@wildlife.ca.gov](mailto:Brad.Burkholder@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 the approved final 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:

Sections 360 and 363 - The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The proposed action adjusts tag quotas for existing hunts. Considering the relatively small number of tags issued over the entire state, this proposal is economically neutral to business.

Section 708.15 - The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. Considering the relatively small number of tags to be returned from the elk and pronghorn antelope tags over the entire state, this proposal is economically neutral to business.

(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:

Sections 360 and 363 - The proposed action will not have significant impacts on the creation or elimination of jobs or the creation of new businesses or the elimination of existing businesses within California because it is unlikely to result in a change in hunting effort. The proposed action does not provide benefits to worker safety because it does not address working conditions.

Section 708.19 - The Commission anticipates no impact on the creation or elimination of jobs within the state, no impact on the creation of new business, the elimination of existing businesses or the expansion of businesses in California as minor variations in hunting regulations are, by themselves, unlikely to provide a substantial enough economic stimulus to the state.

The Commission anticipates benefits to the health and welfare of California residents. Hunting provides opportunities for multi-generational family activities and promotes respect for California's environment by the future stewards of the State's resources. The proposed action will not provide benefits to worker safety. The Commission anticipates benefits to the State's environment in the sustainable management of natural resources

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

Sections 360 and 363 - 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.

Section 708.15 - The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with this proposed action. A \$30.90 nonrefundable big game tag return processing fee per refund, as specified in Section 702, is deducted from the amount refunded. The choice to obtain a refund is not required and is purely discretionary for each individual.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State  
Sections 360 and 363 - None.

Section 708.19 - Under the proposed regulation, a total of 110 hunters could be eligible for tag refunds. Hunters would be required to pay the \$30.90 nonrefundable big game tag return processing fee specified in Section 702. There are 68 elk hunters (including four apprentice hunters), 3 resident and 1 non-resident bighorn sheep hunters, and 38 pronghorn antelope hunters who either did not hunt or did not harvest an animal during these hunts. At most, the Department would be required to issue 110 tag refunds for up to a net total of approximately \$35,092.49.

(e) Nondiscretionary Costs/Savings to Local Agencies:

Sections 360, 363 and 708.19 None.

(f) Programs Mandated on Local Agencies or School Districts

Sections 360, 363 and 708.19 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: Sections 360, 363 and 708.19 None.

(h) Effect on Housing Costs:

Sections 360, 363 and 708.19 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: December 24, 2020





**Commissioners**  
**Eric Sklar**, President  
Saint Helena

**Samantha Murray**, Vice President  
Del Mar

**Jacque Hostler-Carmesin**, Member  
McKinleyville

**Peter S. Silva**, Member  
Jamul

**Vacant**, Member

STATE OF CALIFORNIA  
Gavin Newsom, Governor

## Fish and Game Commission



*Celebrating 150 Years of  
Wildlife Heritage and Conservation!*

**Melissa Miller-Henson**  
**Executive Director**  
P.O. Box 944209  
Sacramento, CA 94244-2090  
(916) 653-4899  
[fgc@fgc.ca.gov](mailto:fgc@fgc.ca.gov)  
[www.fgc.ca.gov](http://www.fgc.ca.gov)

December 18, 2020

### NOTICE OF PROPOSED EMERGENCY ACTION

Emergency Action to Add Section 749.11, Title 14, California Code of Regulations  
Re: Take of Western Joshua Tree

Pursuant to the requirements of Government Code Section 11346.1(a)(1), the Fish and Game Commission (Commission) is providing notice of proposed emergency action with regard to the above-entitled emergency regulation.

#### SUBMITTING COMMENTS

Pursuant to Government Code Section 11346.1(a)(2), the Commission provides this public notice that the Commission intends to submit emergency regulations to the Office of Administrative Law (OAL) no sooner than 5 days after the date of this notice]. Once submitted to OAL, the public will have five calendar days to submit comments on the proposed emergency regulations as set forth in Government Code Section 11349.6.

Once the Commission submits the emergency regulations to OAL, any interested person may present statements, arguments or contentions, in writing, submitted via U.S. mail, fax or e-mail, relevant to the proposed emergency regulatory action. Written comments submitted via U.S. mail, fax or e-mail must be received at OAL within five days after the Commission submits the emergency regulations to OAL for review.

Any person who submits comments concerning emergency regulations to OAL must simultaneously transmit a complete copy of the comments to the Commission's contact person noted below. Written comments may be submitted to the Commission via U.S. mail or email.

Please reference submitted comments as regarding "Emergency Regulations: Take of Western Joshua Tree 749.11" addressed to:

Agency:	Reference Attorney Office of Administrative Law	California Fish and Game Commission Attn: Jenn Greaves
Mailing Address:	300 Capitol Mall, Suite 1250 Sacramento, CA 95814	P.O. Box 944209 Sacramento, CA 94244-2090
E-mail Address:	<a href="mailto:staff@oal.ca.gov">staff@oal.ca.gov</a>	<a href="mailto:fgc@fgc.ca.gov">fgc@fgc.ca.gov</a>
Fax No.:	916-323-6826	n/a

For the status of the Commission's submittal to OAL for review, and the beginning and end of the five-day written submittal period, please consult OAL's website at <http://www.oal.ca.gov> under the heading "Emergency Regulations."

RECEIVED  
2020 DEC 31 PM 12:48  
ADMINISTRATIVE LAW  
OFFICE

CALIFORNIA FISH AND GAME COMMISSION  
FINDING OF EMERGENCY AND  
STATEMENT OF PROPOSED EMERGENCY REGULATORY ACTION

Emergency Action to  
Add Section 749.11  
Title 14, California Code of Regulations  
Re: Incidental Take of Western Joshua Tree

Date of Emergency Statement: December 2, 2020

**I. Statement of Facts Constituting the Need for Emergency Regulatory Action**

On October 21, 2019, the Fish and Game Commission (Commission) received a petition from the Center for Biological Diversity to list the western Joshua tree (*Yucca brevifolia*, WJT) as threatened under the California Endangered Species Act (CESA). California Fish and Game Code (FGC) Section 2073.5 requires that the California Department of Fish and Wildlife (Department) evaluate the petition and submit a written evaluation with a recommendation to the Commission, which was received at the Commission's April 2020 meeting. CESA, and case law interpreting it, make clear that the Commission must accept a petition when the petition contains sufficient information to lead a reasonable person to conclude that there is a substantial possibility the requested listing could occur. Based upon the information contained in the petition and other relevant information, the Department determined in its 90-day evaluation that there is sufficient scientific information available to indicate that the petitioned action may be warranted.

On September 22, 2020, the Commission determined that listing may be warranted pursuant to FGC Section 2074.2. Western Joshua tree became a candidate species under CESA, effective upon publication of the notice of findings on October 9, 2020 (Office of Administrative Law notice number Z2020-0924-01). Pursuant to FGC Section 2074.6, the Department will undertake a one-year status review. After the Commission receives the Department's status review, the Commission will make a final decision on listing.

*Statutory Authority*

Candidate species are protected from take under CESA pursuant to FGC Section 2085 during the remainder of the CESA listing. Under FGC Section 2084, CESA provides that the Commission may adopt regulations to authorize take of candidate species, based on the best available scientific information, when the take is otherwise consistent with CESA. As with all regulations, the Commission may adopt a regulation under Section 2084 on an emergency basis when it determines that a situation exists which threatens public health and safety or general welfare.

Another means to allow take of CESA candidate species is by Incidental Take Permit (ITP) pursuant to FGC Section 2081, subdivision (b), from the

Department. An ITP allows a permittee to take CESA listed or candidate species if such taking is incidental to, and for the purpose of, carrying out an otherwise lawful activity, including for research or monitoring activities of such activity. However, issuance of ITPs falls under Department authority and involves a more lengthy and costly permit approval process which is not feasible for the tree trimming and dead tree removal projects covered by this proposed emergency regulation.

Winter weather conditions in the high desert, including high winds and snow, can result in fallen trees in public rights-of-way and weakened tree limbs, which can create a public health and safety hazard. Dead trees and branches also pose a fire risk. These situations are particularly dangerous when dead or damaged trees are in close proximity to homes or other structures. California Department of Forestry and Fire Protection (CalFire) advises property owners regarding the need to maintain a multiple zone defensible space for fire management, which includes removing any dead trees from a zone that extends a minimum of 30 feet from buildings, structures, decks, etc. and trimming tree branches based on proximity to structures or proximity to other trees. The CalFire advice is outlined on the CalFire website here: <https://www.readyforwildfire.org/prepare-for-wildfire/get-ready/defensible-space/>

On December 3, 2020, the Department provided the Commission with a proposed regulation to address potential human safety issues related to western Joshua trees, the winter weather that much of the state was beginning to experience, and the constraints imposed by the western Joshua tree candidacy protections. At the

At a December 9-10, 2020 meeting, the Commission considered whether to take action to address the potential human safety issues related to western Joshua trees identified in the Department's cover memo for the proposed emergency regulation. At the meeting, the Department explained the nature of the emergency on the record and the inadequacy of regulatory mechanisms available to the Department during candidacy period as those mechanisms can only be applied to listed species.

In sum, an emergency exists as a consequence of the application of candidacy protections on western Joshua tree (protections which were not certain until the Commission's "may be warranted" vote on September 22, 2020) and the impact of those protections on the ability to mitigate threats to human safety and property resulting from particular western Joshua trees that create a hazard.

The proposed addition of Section 749.11, Title 14, California Code of Regulations (CCR) creates a special order allowing incidental take of western Joshua tree during CESA candidacy necessary to address this emergency.

## *Finding of Emergency*

The Commission considered the following factors in determining whether an emergency exists: public health, safety and general welfare, as well as the magnitude of potential harm; the immediacy of the need; and whether the anticipation of harm has a basis firmer than simple speculation, and has determined that an emergency regulation authorized under FGC Section 2084 is needed. In this case, an emergency exists because of the public health and safety hazard presented by dead or weakened WJT in public rights-of-way or near structures. The proposed addition of Section 749.11, Title 14, California Code of Regulations (CCR) creates a special order allowing incidental take of WJT during CESA candidacy for activities that have met the qualifications described below.

## **II. Proposed Emergency Regulations**

### *Overview*

The Commission will authorize the incidental take of western Joshua tree during the candidacy period that may result from activities related to the removal of a dead western Joshua tree or trimming of a western Joshua tree under certain conditions described below.

### *Proposed Provisions*

#### *DEFINITIONS*

The following definitions are provided under subsection 749.11(a):

(a)(1) – Desert native plant specialist – Minimum requirements for a desert native plant specialist are necessary to help ensure that activities required under the regulation are more likely to be conducted by experienced, ethical professionals and are therefore more likely to be implemented successfully.

(a)(2) – Western Joshua Tree definition - WJT is defined as all stems that have emerged from the ground within a one-meter radius measured from a single point at the base of the largest stem. This definition is necessary because WJTs are capable of asexual clonal growth via rhizomes that emerge from the ground surface somewhat close to the main stem of a western Joshua tree plant. The presence of this clonal growth can confound efforts to count the number of western Joshua trees present on a project site because one plant may have multiple stems emerging from the ground. The distance of one meter from the largest stem was selected to include stems of a plant that are reasonably likely to be connected to the main plant via underground rhizomes, but that could be less likely to survive and reproduce independently from the largest stem of the main plant. Stems outside of this one-meter radius would then be considered separate plants because they could be genetically different plants that grew from seed, or they could be plants that were generated by clonal growth from the main plant, but that are reasonably likely to be capable of independent survival and

reproduction, even if they are no longer connected to the main stem. The distance of one meter was selected because it is a biologically reasonable distance, can be measured easily and accurately, and is simple to understand.

#### *PERMIT ISSUANCE*

Subsection 749.11(b) describes the conditions under which the Department may issue a permit to authorize either the removal of a dead WJT or the trimming of a WJT, without payment of mitigation or other fees or mitigation. A permit may be issued provided that the dead tree or any limb to be removed:

- Has fallen over;
- Is leaning against an existing structure; or
- Creates an imminent threat to public health or safety.

These criteria are necessary to ensure that removal or trimming of a WJT only occurs when the tree creates a hazard to the public or structures, and not for other reasons such as convenience.

#### *PERMIT PROCESS*

Subsection 749.11(c) lists the information that must be submitted by property owners who are seeking a permit to trim or remove a WJT.

(c)(1) Permit request must be emailed to the Department at [WJT@wildlife.ca.gov](mailto:WJT@wildlife.ca.gov) or mailed to the Department at California Department of Fish and Wildlife, Habitat Conservation Planning Branch, Attention: Western Joshua Tree Permitting, P.O. Box 944209, Sacramento, CA 94244-2090, and must include the street address of the property on which the WJT to be trimmed or removed is located. The request must also include photographs that demonstrate that the dead tree or limb(s) to be trimmed meets at least one of the requirements in subsection (b). This information is necessary to document the location and condition of trees for which the permit is requested.

(c)(2) The Department shall either issue a permit allowing for the removal or trimming of a WJT, or will deny the request if it doesn't include the information required in (c)(1), within 30 days of receipt of the request. Upon Department notification of permit approval, the property owner will have 60 days to ensure that the permitted removal or trimming of WJT is completed by a desert native plant specialist. If the permit request is denied, property owners may resubmit permit requests with additional information. This provision is necessary to ensure timely issuance of permits for valid requests by the Department, and completion of permitted removal or trimming by the project proponents.

(c)(3) Demonstration of compliance - within 30 days of completion of the removal or trimming of WJT in accordance with a permit issued under (c)(2), photographs of the site at which WJT removal or trimming occurred must be sent to [WJT@wildlife.ca.gov](mailto:WJT@wildlife.ca.gov).

### *LIMITATIONS*

749.11(d) Limitations - To ensure clarity and transparency, it is imperative that nothing in Section 749.11 be construed as a general project approval. Each project proponent receiving take authorization is responsible for obtaining all necessary permits and approvals and must comply with all applicable federal, state, and local laws. The project proponents may also elect to obtain incidental take coverage through F&G Code Section 2081, subdivision(b). Nothing in Section 749.10 is intended to limit the terms and conditions that the Department includes in incidental take permits for western Joshua tree under Section 2081.

### **III. Identification of Reports or Documents Supporting Regulation Change**

A summary of general scientific information on the life history of western Joshua tree is presented in the United States Fish and Wildlife Service Joshua Tree Species Status Assessment, dated October 23, 2018, and available online at: <https://ecos.fws.gov/ServCat/DownloadFile/169734>.

### **IV. Impact of Regulatory Action**

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

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

The Commission anticipates that there will be costs to the State, specifically the California Department of Fish and Wildlife (Department). Estimated program costs of \$129,974.70 over the proposed emergency regulation period of 180 days will be absorbed within existing budgets.

**Table 1.** Estimated Department Implementation Costs for Take of Western Joshua Tree

<b>Classification</b>	<b>Activity/Task</b>	<b># Permit Requests</b>	<b>Hours per Task</b>	<b>Hourly Rate<sup>1</sup></b>	<b>Projected Cost (2020\$)</b>
Senior Environmental Scientist (Specialist)	Review permit requests and correspondence with applicant about request, permit tracking	250	3	\$70.93	\$53,197.50
Environmental Program Manager I (Supervisory)	Approve permit request and CEQA compliance	200	1	\$111.49	\$22,298.00
Senior Environmental Scientist (Specialist)	Deny permit request and correspondence with applicant	50	3	\$70.93	\$10,639.50
Senior Environmental Scientist (Specialist)	Review final report photographs	200	1	\$70.93	\$14,186.00
Office Technician (Typing)	Administrative Support	250	0.5	\$33.82	\$4,227.50
<b>Subtotal</b>					<b>\$104,548.50</b>
		<b>Overhead<sup>2</sup></b>	<b>24.32%</b>		<b>\$25,426.20</b>
<b>Total Costs</b>					<b>\$129,974.70</b>

<sup>1</sup> Hourly Rate includes wages per CalHR payscale 2020-21 and Department benefit rates.

<sup>2</sup> Non-Federal Project Overhead rate for FY 2020-2021 is 24.32% per Department Budget Branch. Note: Minor discrepancies (less than \$1.00) may be apparent in total costs due to rounding error.

(b) Nondiscretionary Costs/Savings to Local Agencies:

This emergency regulation will not introduce nondiscretionary costs or savings to local agencies. Should an agency choose to consider the review and issuance of a permit, the process would likely entail the review of project plans, census information, and relocation plans.

(c) Programs Mandated on Local Agencies or School Districts:

None.

(d) 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.



**V. Authority and Reference**

The Commission adopts this emergency action pursuant to the authority vested by sections 399 and 2084 of the Fish and Game Code and to implement, interpret, or make specific sections 399 and 2084 of the Fish and Game Code.

**VI. Section 399 Finding**

Fallen WJT in public rights-of-way and weakened tree limbs from winter conditions can create a public health and safety hazard. Dead trees and branches also pose a fire risk during fire-prone conditions. These situations are particularly dangerous when dead or damaged trees have fallen over, are leaning against an existing structure, or are otherwise creating an imminent threat to public health or safety.

Pursuant to Section 399, subdivision (b), of the Fish and Game Code, the Commission finds, based on the information above, that adopting this regulation is necessary for the immediate preservation of the public peace, health and safety, and general welfare.

## Informative Digest (Plain English Overview)

On October 21, 2019, the California Fish and Game Commission (Commission) received a petition from the Center for Biological Diversity to list the western Joshua tree (*Yucca brevifolia*, WJT) as threatened under the California Endangered Species Act (CESA). California Fish and Game Code Section 2073.5 requires that the California Department of Fish and Wildlife (Department) evaluate the petition and submit a written evaluation with a recommendation to the Commission, which was received at the Commission's April 2020 meeting. Based upon the information contained in the petition and other relevant information, the Department determined and informed the Commission that there is sufficient scientific information available to indicate that the petitioned action may be warranted.

On September 22, 2020, the Commission determined that listing may be warranted pursuant to Fish and Game Code (FGC) Section 2074.2 of the, and therefore western Joshua tree will become a candidate species and the Department will undertake a one-year status review. At that time, the Commission will make a final decision on listing. Candidate species are protected under CESA pursuant to FGC Section 2085 during the remainder of the CESA listing.

Candidate species are protected from take under CESA pursuant to FGC Section 2085 during the remainder of the CESA listing. Under FGC Section 2084, CESA provides that the Commission may adopt regulations to authorize take of candidate species, based on the best available scientific information, when the take is otherwise consistent with CESA. As with all regulations, the Commission may adopt a regulation under Section 2084 on an emergency basis when it determines that a situation exists which threatens public health and safety or general welfare

Winter weather conditions in the high desert, including high winds and snow, can result in fallen trees in public rights-of-way and weakened tree limbs, which can create a public health and safety hazard. Dead trees and branches also pose a fire risk. These situations are particularly dangerous when dead or damaged trees are in close proximity to homes or other structures. California Department of Forestry and Fire Protection (CalFire) advises property owners regarding the need to maintain a multiple zone defensible space for fire management, which includes removing any dead trees from a zone that extends a minimum of 30 feet from buildings, structures, decks, etc. and trimming tree branches based on proximity to structures or proximity to other trees. The CalFire advice is outlined on the CalFire website here:  
<https://www.readyforwildfire.org/prepare-for-wildfire/get-ready/defensible-space/>

The Commission considered the following factors in determining whether an emergency exists: public health, safety and general welfare, as well as the magnitude of potential harm; the immediacy of the need; and whether the anticipation of harm has a basis firmer than simple speculation, and determined that an emergency regulation authorized under FGC Section 2084 is needed. In this case, an emergency exists because of the public health and safety hazard presented by dead or weakened WJT in public rights-of-way, or near structures. The proposed addition of Section 749.11, Title 14, California Code of Regulations (CCR) creates a special order allowing incidental take of WJT during CESA candidacy for projects that have met the qualifications described below.

Commission staff has searched the California Code of Regulations and has found no other state regulation relating to the Commission's ability to allow for incidental take of a candidate species under CESA, and therefore concludes that the proposed regulations are neither inconsistent nor incompatible with existing state regulation.

**Commissioners**  
**Eric Sklar**, President  
Saint Helena

**Samantha Murray**, Vice President  
Del Mar

**Jacque Hostler-Carmesin**, Member  
McKinleyville

**Peter S. Silva**, Member  
Jamul

**Vacant**, Member

STATE OF CALIFORNIA  
Gavin Newsom, Governor

## Fish and Game Commission



*Celebrating 150 Years of  
Wildlife Heritage and Conservation!*

**Melissa Miller-Henson**  
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December 18, 2020

### NOTICE OF PROPOSED EMERGENCY ACTION

Emergency Action to Add Section 749.12, Title 14, California Code of Regulations

Re: Take of Western Joshua Tree

Pursuant to the requirements of Government Code Section 11346.1(a)(1), the Fish and Game Commission (Commission) is providing notice of proposed emergency action with regard to the above-entitled emergency regulation.

#### SUBMITTING COMMENTS

Pursuant to Government Code Section 11346.1(a)(2), the Commission provides this public notice that the Commission intends to submit emergency regulations to the Office of Administrative Law (OAL) no sooner than 5 days after the date of this notice. Once submitted to OAL, the public will have five calendar days to submit comments on the proposed emergency regulations as set forth in Government Code Section 11349.6.

Once the Commission submits the emergency regulations to OAL, any interested person may present statements, arguments or contentions, in writing, submitted via U.S. mail, fax or e-mail, relevant to the proposed emergency regulatory action. Written comments submitted via U.S. mail, fax or e-mail must be received at OAL within five days after the Commission submits the emergency regulations to OAL for review.

Any person who submits comments concerning emergency regulations to OAL must simultaneously transmit a complete copy of the comments to the Commission's contact person noted below. Written comments may be submitted to the Commission via U.S. mail or email.

Please reference submitted comments as regarding "Emergency Regulations: Take of Western Joshua Tree 749.12" addressed to:

Agency:	Reference Attorney Office of Administrative Law	California Fish and Game Commission Attn: Jenn Greaves
Mailing Address:	300 Capitol Mall, Suite 1250 Sacramento, CA 95814	P.O. Box 944209 Sacramento, CA 94244-2090
E-mail Address:	<a href="mailto:staff@oal.ca.gov">staff@oal.ca.gov</a>	<a href="mailto:fgc@fgc.ca.gov">fgc@fgc.ca.gov</a>
Fax No.:	916-323-6826	n/a

For the status of the Commission's submittal to OAL for review, and the beginning and end of the five-day written submittal period, please consult OAL's website at <http://www.oal.ca.gov> under the heading "Emergency Regulations."



CALIFORNIA FISH AND GAME COMMISSION  
FINDING OF EMERGENCY AND  
STATEMENT OF PROPOSED EMERGENCY REGULATORY ACTION

Emergency Action to  
Add Section 749.12,  
Title 14, California Code of Regulations  
Re: Incidental Take of Western Joshua Tree

Date of Emergency Statement: December 2, 2020

**I. Statement of Facts Constituting the Need for Emergency Regulatory Action**

On October 21, 2019, the Fish and Game Commission (Commission) received a petition from the Center for Biological Diversity to list the western Joshua tree (*Yucca brevifolia*, WJT) as threatened under the California Endangered Species Act (CESA). California Fish and Game Code (FGC) Section 2073.5 requires that the California Department of Fish and Wildlife (Department) evaluate the petition and submit a written evaluation with a recommendation to the Commission, which was received at the Commission's April 2020 meeting. CESA, and case law interpreting it, make clear that the Commission must accept a petition when the petition contains sufficient information to lead a reasonable person to conclude that there is a substantial possibility the requested listing could occur. Based upon the information contained in the petition and other relevant information, the Department determined in its 90-day evaluation that there is sufficient scientific information available to indicate that the petitioned action may be warranted.

On September 22, 2020, the Commission determined that listing may be warranted pursuant to FGC Section 2074.2. Western Joshua tree became a candidate species under CESA, effective upon publication of the notice of findings on October 9, 2020 (Office of Administrative Law notice number Z2020-0924-01). Pursuant to FGC Section 2074.6, the Department will undertake a one-year status review. After the Commission receives the Department's status review, the Commission will make a final decision on listing.

*Statutory Authority*

Candidate species are protected from take under CESA pursuant to FGC Section 2085 during the remainder of the CESA status review period. Under FGC Section 2084, CESA provides that the Commission may adopt regulations to authorize take of candidate species, based on the best available scientific information, when the take is otherwise consistent with CESA. As with all regulations, the Commission may adopt a regulation under Section 2084 on an emergency basis when it determines that a situation exists which threatens public health and safety or general welfare. The County of San Bernardino, City of Palmdale, and the Town of Yucca Valley have submitted information to the Department indicating that certain projects scheduled to move forward in the next 6 months

within their jurisdictions meet those criteria and addressing the associated health and safety concerns may cause take of Joshua trees.

Another means to allow take of CESA candidate species is by Incidental Take Permit (ITP) issued by the Department pursuant to FGC Section 2081, subdivision (b). An ITP allows a permittee to take CESA listed or candidate species if such taking is incidental to, and for the purpose of, carrying out an otherwise lawful activity, including for research or monitoring activities of such activity. However, issuance of ITPs falls under Department authority and involves a more lengthy and costly permit approval process which is infeasible for the projects covered by this proposed emergency regulation.

### *Scope of Emergency*

#### *GROUNDWATER PROTECTION*

The Town of Yucca Valley has not had a municipal sewage system, and residents have relied on individual septic systems. The increasing population of Yucca Valley led to a significant decline in groundwater levels. A groundwater recharge effort by the High Desert Water District (HDWD), which provides water to Yucca Valley, helped reverse the decline in groundwater levels but resulted in an increase in nitrate concentrations above USEPA drinking water maximum contaminant levels. The source of the nitrate was identified as leakage from residential, business, and commercial septic tank storage, thus harming current and future drinking water quality. High nitrate concentrations in domestic water supplies can cause methemoglobinemia ("blue baby syndrome"), which can be fatal in infants. The high concentrations of nitrates also violate the Colorado River Basin Region's Plan for water quality objectives for groundwater.

In 2011, the Regional Water Quality Control Board for the Colorado River Basin Region (CRWQCB) adopted Resolution No. R7-2011-0004, which prohibited the Town of Yucca Valley from discharging wastewater from new or existing individual disposal systems. CRWQCB adopted an amendment to the Basin Plan to prohibit discharges of wastewater from septic systems. HDWD and Yucca Valley are in the process of designing and constructing a new municipal sewage collection system and wastewater treatment and reclamation facility to replace the reliance on septic systems. In 2016, CRWQCB adopted Resolution No. R7-2016-0001 to extend the timeframe for compliance by Yucca Valley and HDWD, which were experiencing delays in obtaining funding for the project. Phase 1 of the sewage system project has been completed (approximately 25%). The remaining phases, consisting of 75% of connections, are planned for late-2020 and 2021. Considering the presence of WJT on many of these parcels within the planned footprint of the connections or for staging purposes, direct impact (either take by removal or relocation, or indirect impacts) could occur to the species during construction of the connections.

Delay in the ability for residences to connect to the new sewer system as a result of western Joshua tree take protections will risk CRWQCB noncompliance and could entail a fine of up to \$5,000 daily per resident. Of related concern is that individual purchase and build-out of the parcels allocated for single-family

residences is critical to ensure that HDWD obtains adequate funding to complete the sewer connections for wastewater treatment. The alternative would mean that those connections aren't realized, and that septic waste would continue to leach to the groundwater basin. These and the necessary sewer connection permits are critical to implementing the transition away from septic and the reduction of nitrate concentrations in the groundwater basin, a public safety and public health concern. The proposed emergency rulemaking timeframe in lieu of a standard rulemaking is necessary due to the expediency needed for HDWD and the Town of Yucca Valley to be able to complete the connection phases already underway, and in communicating back to residents or landowners the adjusted timing, if any, of their planned connections.

#### *RESIDENCES AND ACCESSORY STRUCTURES*

Restrictions on small business operations and stay-at-home orders due to the COVID-19 pandemic severely affected individuals and families, small businesses, and local communities in California in 2020. Work associated with modifications to single-family residences and accessory structures within the next 9-12 months will provide critical cash-flow to small businesses and local permitting agencies in economically hard-hit areas, benefiting the general welfare of the residents of those communities. An emergency regulation is needed to ensure take authorization can be provided within that timeframe, since Section 2081 ITPs would be prohibitively costly for individual small projects. A large influx of such permits would also likely overwhelm staff workload and extend the time needed to approve ITPs for such projects.

#### *PUBLIC WORKS PROJECTS*

Various public works and other projects are planned for the Town of Yucca Valley, the County of San Bernardino, and the City of Palmdale for the first six months of candidacy of WJT, and beyond six months for the duration of candidacy (Table 1). These projects include single family residences (SFR) and accessory structures. Examples of accessory structures include an accessory dwelling unit, garage, carport, swimming pool, patio, greenhouse, storage shed, gazebo, septic tank, sewer connection, solar panels, or gravel or paved driveway. Examples of public works projects include primarily road improvements for existing roads or associated road structures.



**Table 1.** Summary of quantity of planned single-family residences (SFR), accessory structures, and public works projects for participating agencies within approximately one year of effective date of this regulation.

Timeframe	I	II	I	II	I	II
Municipality	SFR	SFR	Accessory Structure	Accessory Structure	Public Works	Public Works
Palmdale	10	10	50	100	10	10
San Bernardino	75	75	100	100	0	0
Yucca Valley	10	23	80 for sewer connections 25 for other accessory structures	20 for sewer connections 30 for other accessory structures	2	2

I: denotes planned timeframe for upcoming 180 days following effective date of this regulation

II: denotes planned timeframe for beyond 180 days of this regulation; after which up to two 90-day extensions of this emergency regulation may be filed

*TRIMMING OR REMOVING DEAD OR DAMAGED TREES AND LIMBS*

Winter weather conditions in the high desert, including high winds and snow, can result in fallen trees in public rights-of-way and weakened tree limbs, which can create a public health and safety hazard. Dead trees and branches also pose a fire risk. These situations are particularly dangerous when dead or damaged trees are in close proximity to homes or other structures.

*Finding of Emergency*

The Commission considered the following factors in determining whether an emergency exists: public health, safety and general welfare, as well as the magnitude of potential harm; the immediacy of the need; and whether the anticipation of harm has a basis firmer than simple speculation, and determined that an emergency regulation authorized under FGC Sections 2084 and 399 is needed.

The proposed addition of Section 749.11, Title 14, California Code of Regulations (CCR) creates a special order allowing incidental take of WJT during CESA candidacy for projects that have met the qualifications described below.

**II. Proposed Emergency Regulations**

*Overview*

The Commission will grant the City of Palmdale, County of San Bernardino, and Town of Yucca Valley (participating agencies) the authority to authorize the incidental take of a limited number of WJTs during the candidacy period that may result from activities related to approvals or permits issued by the participating

agencies for construction of single-family residences and accessory structures, public works projects, or the trimming or removal of damaged or dead trees. These activities will take place within the jurisdictions of the participating agencies, in habitats that are currently supporting the presence of WJT. The habitats supporting WJT in the jurisdictions of the participating agencies ranges from poor quality habitat that provides relatively little opportunities for WJT to survive and reproduce, to higher quality habitat that provides relatively greater opportunities for WJT to survive and reproduce. Lands on which project activities are expected to take place are expected to be pre-subdivided parcels of one to five acres in size. Parcels that have not been developed or disturbed are more likely to provide high quality WJT habitat, and parcels that have already been developed or disturbed are likely to provide of lower quality WJT habitat.

Mitigation fees will be collected for authorized take of WJTs by the participating agencies. Project activities that result in take of WJT in habitats that are expected to provide lower quality habitat for WJT (developed parcels) are subject to lower mitigation fees than project activities that result in take of WJT in habitats that are expected to provide higher quality habitat (undeveloped parcels). Furthermore, removal and relocation of WJT from project activities will be subject to lower mitigation fees than removal of WJT without relocation, because relocated WJT may survive, and provide benefits. These fees will be deposited into a WJT Mitigation Fund and expended for the purpose of addressing threats to WJT, which may include but are not limited to acquiring and conserving WJT mitigation lands.

The participating agencies may authorize take of WJT associated with developing single-family residences, accessory structures, and public works projects concurrent with approval of the project, subject to the following terms and conditions:

- Adoption of a required WJT ordinance by each participating agency;
- Deposit of required moneys to the WJT Mitigation Fund within sixty days of the effective date of the regulation, and bi-monthly thereafter;
- Submittal of bi-monthly reports and an annual report by each participating agency;
- No more than ten WJTs may be removed per project site;
- Completion of a required WJT census for each project by the project proponent, and submittal of a corresponding report to the participating agency;
- Avoidance of take to the maximum extent practicable;
- Minimization of take via limits on ground disturbance and a requirement to relocate WJTs to the maximum extent feasible;
- Meeting conditions warranting relocation of individual WTJ, and subsequent measures to be taken for relocation efforts;
- The option of removal of individual WJT where relocation of such individuals is not feasible;

- Payment of required mitigation fees defined by size class, take action (relocation vs. removal), and land status (undeveloped or developed) the participating agencies by the project proponents; and
- The option of issuing permits for removing detached WJT or tree limbs when posing a threat to structures or public health or safety.
- Cumulative limits on the amount of WJT take for single family residences, accessory structures, and public works projects that may be permitted by the participating agencies.

### *Proposed Provisions*

#### *PARTICIPATING AGENCIES*

Subsection 749.11(a) lists the participating agencies of City of Palmdale, County of San Bernardino, and Town of Yucca Valley (referred to from subsection 749.11(b)(4)). This provision is necessary to define the eligible municipalities for take authorization under the proposed regulations.

#### *DEFINITIONS*

The following definitions are provided under subsection 749.11(b):

(b)(1) – Accessory Structures – The definition of accessory structure is necessary to describe the improvements to land that may result in impacts to WJTs on habitat that is expected to already be degraded due to relatively significant prior use of the land.

(b)(2) – Desert native plant specialist – Minimum requirements for a desert native plant specialist are necessary to help ensure that activities required under the regulation are more likely to be conducted by experienced, ethical professionals and are therefore more likely to be implemented successfully.

(b)(3) – Developed parcel – The definition of developed parcel is necessary to describe lands that are expected to already be somewhat degraded due to relatively significant prior use of the land by humans. Developed parcels are therefore typically expected to provide lower quality WJT habitat than undeveloped parcels.

(b)(4) – Participating agency – The City of Palmdale, County of San Bernardino, and Town of Yucca Valley are the three local agencies that requested to be included in the regulations.

(b)(5) – Project Proponent – The definition of project proponent is necessary to make it clear that there will often be a difference between the entity that wishes to have take authorization under the regulations, and the participating agency that will provide that take authorization under the regulations.

(b)(6) – Project site – The project site may consist of one parcel or more parcels depending on the project type and will define the area to be censused for WJT by the desert native plant specialist.

(b)(7) – Public works project – The definition of public works project is necessary to define the project activities for which the participating agencies may want to issue take authorization under the regulations.

(b)(8) – Single-family residences – The definition of single-family residence is necessary to aid in defining a developed parcel and an undeveloped parcel. Parcels with single family residences are typically expected to provide lower quality WJT habitat than parcels on which no, or very little, development has occurred.

(b)(9) – WJT size classes - Three size classes of WJTs are identified in the proposed regulation: trees less than one meter in height; trees one meter or greater but less than four meters in height; and trees five meters or greater in height.

- Of these three size classes, take of trees that are four meters or greater in height represents the greatest impact to WJT population resilience. Trees of this height are typically considered to be adults with multiple branches. Not only does it take many decades for WJTs to reach this size and become reproductive, but when flowering does occur, trees with multiple branches produce significantly more flower clusters and therefore produce significantly more seeds than the trees in the other size classes. These larger trees can be over 100 years old and are critically important for the persistence of the population.
- WJTs that are one meter or greater in height but less than four meters in height are also very important to conserve, because they represent the trees that have already become established, and that are already reproductive, or are likely to survive to become reproductive adults in the future. These trees represent the future of the population, but do not yet produce as significant of a contribution to the reproductive output of the population as the trees that are already four meters or greater in height.
- WJTs that are less than one meter in height are less likely to survive (and therefore, eventually reproduce) than plants that have exceeded this height.

(b)(10) – Undeveloped parcel – The definition of undeveloped parcel is necessary to categorize lands that are expected to be less degraded by prior use of the land by humans than developed parcels. Undeveloped parcels are therefore typically expected to provide higher quality WJT habitat than developed parcels.

(b)(11) – WJT definition – WJT is defined as all stems that have emerged from the ground within a one-meter radius measured from a single point at the base of the largest stem. This definition is necessary because WJTs are capable of asexual clonal growth via rhizomes that emerge from the ground surface somewhat close to the main stem of a western Joshua tree plant. The presence of this clonal growth can confound efforts to count the number of western Joshua

trees present on a project site because one plant may have multiple stems emerging from the ground. The distance of one meter from the largest stem was selected to include stems of a plant that are reasonably likely to be connected to the main plant via underground rhizomes, but that could be less likely to survive and reproduce independently from the largest stem of the main plant. Stems outside of this one-meter radius would then be considered separate plants because they could be genetically different plants that grew from seed, or they could be plants that were generated by clonal growth from the main plant, but that are reasonably likely to be capable of independent survival and reproduction, even if they are no longer connected to the main stem. The distance of one meter was selected because it is a biologically reasonable distance, can be measured easily and accurately, and is simple to understand.

(b)(12) – WJT Mitigation Fund – Mitigation fees will be collected for authorized take of WJTs by the participating agencies. These fees will be deposited into a WJT Mitigation Fund and expended for the purpose of addressing threats to WJT, which may include but is not limited to acquiring and conserving WJT mitigation lands.

*PARTICIPATING AGENCY RESPONSIBILITIES*

Subsection 749.12(c) describes the responsibilities for participating agencies.

(c)(1) – As the Commission is delegating take authorization of WJT to each participating agency, this subsection describes the requirement that each participating agency adopt an ordinance fulfilling the requirements under subsection (d). This delegation is similar to existing processes for granting take authorization by the Department for municipalities or project proponents as part of conservation or land use planning to fulfill requirements or avoid or minimize impacts under a broader plan (e.g., Natural Community Conservation Planning Act; FGC Section 2800 *et. seq.*). The chosen timeframe of 60 days for adopting an ordinance is necessary because that is a reasonable timeframe in which to complete that action and will confirm full participation by the agencies. This requirement is necessary to ensure that take authorization is issued in accordance with the regulations, particularly satisfaction of subsections 749.12(d) and (e).

(c)(2) – WJT Mitigation Fund initial deposit - This subsection describes the requirement that participating agencies deposit initial funds into the WJT Mitigation Fund within 60 days of the effective date of the regulation. The chosen timeframe of 60 days for depositing the initial funds is necessary because that is a reasonable timeframe in which to complete that action and will confirm full participation by the agencies. The specified amount of \$10,000 is necessary to ensure there are adequate administrative startup funds for addressing threats to WJT, which may include but are not limited to acquiring and conserving WJT mitigation lands.

(c)(3) – WJT Mitigation Fund bi-monthly deposits – This subsection describes the deposit schedule into the WJT Mitigation Fund each participating agency must adhere to for moneys collected by project proponents pursuant to subsection (d)(6). This bi-monthly schedule is needed to reduce the burden on participating agencies that would come from monthly deposits, while also ensuring that deposits do not fall behind or become overlooked as a result of deposits taking place too infrequently.

(c)(4) – Bi-monthly reporting – This subsection describes the reporting schedule to the Department at [WJT@wildlife.ca.gov](mailto:WJT@wildlife.ca.gov) (similar to that for the Mitigation Fund deposits) each participating agency must adhere to for tracking purposes of WJT take. The reported elements include the number of projects approved resulting in relocation or removal of WJT (paragraph A); the number and size class of WJT relocated (paragraph B) and the number and size class of WJT removed (paragraph C); the number of dead WJT trees removed and live trees trimmed (paragraph D), and a summary and documentation of the mitigation fees collected in accordance with the fee structure outlined in subsection (d)(6) (under paragraphs E and F). Deposits of mitigation fees and submittal of corresponding reports by participating agencies every two months is necessary to reduce the burden on participating agencies that would come from monthly reporting and deposits, while also ensuring that reporting and deposits do not fall behind or become overlooked as a result of reporting and deposits taking place too infrequently. Department staff would also utilize bi-monthly reporting to monitor take limits prescribed in subsection (f) for each participating agency, and for comparison purposes to the subsequent data reported on an annual basis pursuant to subsection (c)(5) (e.g., for monitoring the survivability of relocated trees).

(c)(5) – Annual report - this subsection describes the requirements for annual reporting of the survivorship of relocated trees. While anecdotal information from various efforts exists regarding the survivability of WJT after relocation or transplantation events, there is inadequate data documenting the condition or status of such trees. Inclusion of this requirement for the elements of the location (street address, date of relocation, status of live or dead, as well as a photograph of the relocated WJT) is necessary to begin collection of long-term survival data of relocated trees to help inform future decisions on the value of relocated WJTs to the resilience of WJT populations over the long term.

#### *PROCESS FOR TAKE AUTHORIZATION*

Subsection 749.12(d) describes the process for participating agencies to authorize take. Each participating agency may authorize take, subject to conditions justified below.

(d)(1) – 10 WJT limit – The limit on the total number of WJTs that may be taken per project site is necessary to ensure that projects minimize their on-site impacts to WJT, and that WJT impacts can be adequately mitigated via payment

of mitigation fees under this regulation. Take of more than this number of WJTs may be authorized by the Department via an incidental take permit under FGC subdivision 2081(b).

(d)(2) – Census – This subsection describes the process for a project proponent seeking to take WJT to cause the completion of a tree census (paragraph A). The tree census must be conducted by a desert native plant specialist, in accordance with subsection (b)(2). A complete census of the WJTs present within an impact area is the most straightforward and efficient methodology to obtain robust data to directly quantify take of WJT within a project area and determine the appropriate mitigation fees under this regulation. Understanding the number and size classes of trees within a project site provides a baseline for comparison to habitat quality post-construction, and an indication of the continued ability to sustain WJT within the project site. There is some evidence that plants that have grown to be at least one meter in height have a much greater likelihood of survival (and therefore, eventual reproduction) than plants that are less than this height (DeFalco et al. 2010, p. 246; Esque et al. 2015, p. 89). WJTs that are over one meter in height therefore represent a reasonable approximation of the future population, even if they may take several more years or decades to reproduce. WJTs are capable of clonal growth, which can lead to clumps of genetically identical plants growing together very closely. This could confound counting efforts, but because these plants are capable of surviving and reproducing independently, plants that appear to be separate should be considered as separate WJT plants for the purposes of the census. WJTs that have one or more secondary axes (branches) are generally considered to be reproductive adult plants because branching usually occurs after flowering. Flowering has been observed in plants as short as one meter, but adult plants are typically taller, often greater than four meters in height.

Under paragraph B, as part of approval for incidental take under this regulation, project proponents must prepare a tree census report and submit it for review and approval prior to removing any WJT or engaging in ground-breaking activities within the project site. The reported elements include the date of the census, dates of proposed relocation of WJT, a map of the project site showing the location of the proposed residence, accessory structure or other project as well as all WJT within the project site, as well as the proposed placement of relocated WJTs. These reported elements are necessary for later comparison with the subsequently submitted bi-monthly and annual reports under (c)(4) and (c)(5)).

(d)(3) – Avoidance – When considering how to lessen environmental impacts, the first and best option should be to try and avoid those impacts altogether. This subsection is necessary to make it clear that avoidance of take of WJT and associated impacts should be implemented to the maximum extent practicable. Projects that are designed and conducted to avoid the take of WJT are exempt from paying mitigation fees since they will not be taking WJT.

(d)(4)(A) -Minimization - When considering how to lessen environmental impacts, if avoidance is not feasible, impacts should be minimized. This section is necessary to minimize take of WJT and associated impacts. The regulation

facilitates take minimization via: (1) the economic incentive for project proponents to minimize mitigation fees by minimizing the number of WJTs that will be taken as a result of project activities; (2) requirements to avoid and minimize ground disturbing activities within 10 feet of any WJT unless those activities will be temporary, will not physically impact the western Joshua tree or its root system, and will not disturb the soil to a depth of greater than twelve inches; and (3) relocation of WJTs. A buffer of 10 feet was selected because it was considered a reasonable distance from the main stem to minimize damage to roots that may impact the tree, without being so large a buffer as to be difficult for project proponents to work around. A soil depth of 12 inches was selected because it was considered a reasonable distance to minimize damage to roots that may impact the tree.

(d)(4)(B) – Relocation – This subsection describes the circumstances warranting a relocation and subsequent measures to be taken for relocation efforts. As noted above under the justification for (c)(5), although the effectiveness of WJT relocation has not yet been proven to contribute to long-term WJT population resilience, relocation of trees may preserve cultural and aesthetic values of trees for the local community, and pursuant to the bi-monthly and annual reporting, will provide data on the effectiveness of WJT relocation practices.

(d)(4)(C) This subsection outlines the situations by which relocation may not be feasible. This is necessary in order to define the parameters for removal of a WJT pursuant to subsection (d)(5).

(d)(4)(D) This subsection outlines three parameters for relocation. Relocations of WJTs that are greater than one meter in height must be completed by desert native plant specialists to help ensure that the relocation is conducted by an experienced and ethical professional and is therefore more likely to be implemented successfully. To help ensure that relocated WJTs will not be impacted again in the future and have a higher likelihood of long-term survival and reproduction, trees must be relocated to a location on the project site that is at least 25 feet from any existing or proposed structure or improvement and at least ten feet from any other WJT. The requirement makes it clear that the project proponent will provide a map of the relocated WJT and is necessary for the participating agency to track the relocations and ensure consistency in reported WJTs that are relocated for reporting to the Department pursuant to subsections (c)(4) and (c)(5).

(d)(5) – Removal of WJT – this subsection links the circumstances identified in subsection (d)(1) to (d)(3) and (d)(5) for the allowable removal of WJT when relocation or other measures have been found to be infeasible. This is necessary for demonstrating the criteria to be met for a WJT to be considered for removal, after considering all other avoidance or minimization measures.

(d)(6) – Mitigation – this subsection describes how mitigation is in the form of payments to a fund. Typical incidental take permitting under CESA requires mitigation for take, and the physical direct and indirect impacts of the taking. For example, cutting down a tree and doing nothing else is less of an impact than cutting down a WJT and constructing a residence on the spot previously



occupied by WJT. It is misleading to assume impacts of project activities to a species can be fully described simply in terms of the number of individuals lost. Individuals and habitat are closely linked, therefore this regulation attempts to reduce impacts down to an individual tree by tree level while also accounting for the quality of the habitat impacted.

Accordingly, the corresponding mitigation fee structure is defined by size class, take action (relocation vs. removal), and land status (undeveloped or developed). Consideration of size class is imperative for assessing a value of the impact and corresponding mitigation fee. Taller WJTs generally have more reproductive potential than shorter WJTs, and they are therefore considered to be more valuable for WJT population resilience. Therefore, the mitigation fees for removal and relocation of taller WJT size classes are greater than the mitigation fees for shorter WJT size classes.

The mitigation fees for removal and relocation of WJTs associated with single-family residence projects and sewer connection projects undertaken on undeveloped parcels and public works projects (paragraph B) to erect or construct a new public structure, building, road, or improvement, are greater than the mitigation fees for accessory structure projects undertaken on developed parcels and for public works projects (paragraph A) to alter, maintain, or repair an existing public structure, building, road, or improvement. The primary reason for this difference is that projects that are undertaken on more pristine habitat, generally associated with undeveloped parcels, is of greater impact to WJT population resilience than projects on developed parcels that have been degraded from prior construction, habitat fragmentation, non-native plant species, ground disturbance, contaminants, and other impacts.

The mitigation fees for removal and relocation of WJTs are less than the mitigation fees for removal of WJTs without relocation. Although the effectiveness of WJT relocation has not yet been shown to contribute to long-term WJT population resilience, relocation of trees will provide additional information on the effectiveness of WJT relocation practices, given the required reporting (from the census report, through the bi-monthly reports as well as the annual report). Table 2 outlines the fees by size class and take action (relocated vs. removed).

**Table 2.** Mitigation fees per WJT by size class, take action, and land status.

Size class (height)	Take Action	Undeveloped Fee	Developed Fee
≥ 4 meters	Relocated	\$2,425	\$700
≥ 4 meters	Removed	\$4,175	\$2,100
< 4 meters	Relocated	\$625	\$175
< 4 meters	Removed	\$1,050	\$525

Assumptions used in calculating the fees in Table 2 include consideration of a larger acreage allotment for trees over four meters in height (given rootstock and seed dispersal) than for trees less than four meters, as well as a higher mitigation ratio for undeveloped vs. developed parcels. The estimated habitat area per WJT  $\geq 4$  meters in height, or  $< 4$  meters (in fraction of an acre) is multiplied by a \$12,000 per acre cost (for mitigation land acquisition, management, and long-term funding draft to offset loss of age structure with current reproductive capacity), and is also multiplied by a corresponding mitigation ratio utilized in other mitigation analyses to calculate each fee in **Table 2**.

Expenditure of funds will be for the purposes of Joshua tree conservation and may include but is not limited to acquiring and conserving WJT mitigation lands or furthering research on Joshua tree conservation. Assumptions in use of funds include setting aside a larger block of high-quality habitat by combining mitigation from many individual projects; and tracking of relocation success.

#### *PARTICIPATING AGENCY AUTHORIZATION OF REMOVAL OF DEAD TREES OR TRIMMING*

Subsection 749.12(e) describes the process for participating agencies to authorize take for removal of dead WJT or for trimming of live trees. This subsection includes provisions to allow participating agencies to issue permits for the removal of a dead WJT or the trimming of a WJT by a desert native plant specialist, without payment of mitigation fees in certain situations, including if the dead tree or limb has fallen over, is leaning against an existing structure or creates an imminent threat to public health or safety. California Department of Forestry and Fire Protection (CalFire) advises property owners regarding the need to maintain a multiple zone defensible space for fire management, which includes removing any dead trees from a zone that extends a minimum of 30 feet from buildings, structures, decks, etc. and trimming tree branches based on proximity to structures or proximity to other trees. The CalFire advice is outlined on the CalFire website here: <https://www.readyforwildfire.org/prepare-for-wildfire/get-ready/defensible-space/> A detached, dead WJT or a detached limb may be removed by the project proponent or their agent. However, all other removals and all trimming of WJT must be completed by desert native plant specialists to help ensure that the work is conducted by an experienced and ethical professional, and is therefore more likely to be implemented without mortality to the tree. Removal of dead WJTs, and minor trimming of WJT limbs by experienced and ethical professionals is not expected to have a significant effect on the value of the trees for WJT population resilience.

#### *CUMULATIVE TAKE LIMITS*

Subsection 749.12(f) describes cumulative take limits proposed by the participating agencies, and these limits were used by Department staff to calculate appropriate mitigation fees. This section is necessary to ensure that the take limits agreed upon by the Department and agencies is adhered to by to all parties and that sufficient fees are collected to mitigate impacts from the take.

## *ENFORCEMENT*

Subsection 749.12(g) describes the enforcement provisions that Department may rely upon in the event that a participating agency does not comply with requirements set forth in this Section.

(g)(1) – Paragraphs A through D describe the actions for which a participating agency would be subject to suspension of authority to authorize take delegated by the Commission. In this instance, the Commission would defer enforcement to the Department on failing to meet requirements set forth in this Section.

(g)(2) – This subsection describes the process of providing notice of suspension and a 30-day timeline by which the participating agency may remedy the failure to comply by written documentation. The Department is required to lift the suspension if the remedy is found to be adequate.

(g)(3) – This subsection describes the means by which the Department may permanently revoke the ability for a participating agency to issue take authorization if it fails to remedy the situation within 30 days of receipt of the Department's notice.

Inclusion of these enforcement provisions are necessary to ensure that the Department may revoke take authority issued to the participating agencies, in the event that the participating agencies fail to meet their obligations under the regulation.

## *LIMITATIONS*

Subsection 749.12(h) describes limitations of this section, which are necessary to make it clear that the take authority provided by the regulations does not constitute a general project approval, and that the mitigation fees and assumptions in the regulations do not limit the Department when issuing incidental take permits for WJT under CESA.

### **III. Identification of Reports or Documents Supporting Regulation Change**

A summary of general scientific information on the life history of WJT is presented in the United States Fish and Wildlife Service Joshua Tree Species Status Assessment, dated October 23, 2018, and available online at: <https://ecos.fws.gov/ServCat/DownloadFile/169734>.

RWQCB, Colorado River Basin Region. Resolution No. R7-2011-0004. Amending the Water Quality Control Plan for the Colorado River Basin Region to Prohibit Septic Tank Discharges in the Town of Yucca Valley, San Bernardino County. Available from: [https://www.waterboards.ca.gov/coloradoriver/board\\_decisions/adopted\\_orders/resolutions/2011/res0004yucca.pdf](https://www.waterboards.ca.gov/coloradoriver/board_decisions/adopted_orders/resolutions/2011/res0004yucca.pdf)

RWQCB, Colorado River Basin Region. Resolution No. R7-2016-0001. Approve a Substitute Environmental Document and Adopt a Proposed Amendment of the Colorado River Basin Water Quality Control Plan to Revise a Septic Tank

Discharge Prohibition for the Town of Yucca Valley, San Bernardino County.  
Available from:

[https://www.waterboards.ca.gov/coloradoriver/board\\_decisions/adopted\\_orders/resolutions/2016/0001yv\\_res.pdf](https://www.waterboards.ca.gov/coloradoriver/board_decisions/adopted_orders/resolutions/2016/0001yv_res.pdf)

Specific sources cited above are listed below:

DeFalco, L.A., T.C. Esque, S.J. Scoles-Sciulla, and J. Rodgers. 2010. Desert wildfire and severe drought diminish survivorship of the long-lived Joshua tree (*Yucca brevifolia*; Agavaceae). *American Journal of Botany* 97:243–250.

Esque, T.C., P.A. Medica, D.F. Shrylock, L.A. DeFalco, R.H. Webb, and R.B. Hunter. 2015. Direct and indirect effects of environmental variability on growth and survivorship of prereproductive Joshua trees, *Yucca brevifolia* Engelm. (Agavaceae). *American Journal of Botany*. 102:85–91.

#### IV. Impact of Regulatory Action

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

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

The Commission anticipates that there will be costs to the State, specifically the California Department of Fish and Wildlife (Department) for program implementation as shown in Table 1. The Department anticipates approximately nine projects, with approximately 27 bi-monthly reports, resulting in total program costs of \$212,329.19 over the 180 days of the proposed action. The identified program costs will be absorbed within existing budgets.

**Table 3.** Estimated Department Program Costs for Take of Western Joshua Tree (2020\$)

DFW Classification	Activity/Task	Bi-monthly Reports	Hours per Task	Hourly Rate <sup>1</sup>	Project Costs
Senior Environmental Scientist (Supervisory)	Correspondence and screening for eligibility	27	40	\$96.42	\$104,133.60
Senior Environmental Scientist (Specialist)	Review bi-monthly reports	27	8	\$70.93	\$15,320.88
Environmental Scientist	Tracks #s WJT taken	27	6	\$61.62	\$9,982.44
Associate Budget Analyst	Ensure receipt of payments	27	1	\$55.42	\$1,496.34
Attorney IV	Issue Notice of Suspension	6	60	\$110.72	\$39,859.20
Subtotal					\$170,792.46
Overhead <sup>2</sup>					24.32%
Total Costs					<b>\$212,329.19</b>

<sup>1</sup> Hourly Rate includes wages per CalHR 2020-21 and Department benefit rates.

<sup>2</sup> Non-Federal Project Overhead rate for FY 2020-2021 is 24.32% per Department Budget Branch. Note: Minor discrepancies (less than \$1.00) may be apparent due to rounding error.

(b) Nondiscretionary Costs/Savings to Local Agencies:

This emergency regulation will not introduce nondiscretionary costs or savings to local agencies. Should an agency choose to consider the review and issuance of a permit, the process would likely entail the review of project plans, census information, and relocation plans.

(c) Programs Mandated on Local Agencies or School Districts:

None.

(d) 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.

**V. Authority and Reference**

The Commission adopts this emergency action pursuant to the authority vested by sections 399 and 2084 of the Fish and Game Code and to implement, interpret, or make specific sections 399 and 2084 of the Fish and Game Code.

**VI. Section 399 Finding**

Delay in the ability for residences in the Town of Yucca Valley to connect to the new sewer and water treatment system for groundwater recharge as a result of western Joshua tree take protections will risk CRWQCB noncompliance, and may mean those connections aren't realized and that septic waste would continue to leach to the groundwater basin. The necessary sewer connections are critical to implementing the transition away from septic and the reduction of nitrate concentrations in the groundwater basin, which is a clear public safety and public health concern.

Work associated with modifications to single-family residences and accessory structures within the next 9-12 months will provide critical cash-flow to small businesses and local permitting agencies in economically hard-hit areas, benefiting the general welfare of the residents of those communities.

Fallen WJT in public rights-of-way and weakened tree limbs from winter conditions can create a public health and safety hazard. Dead trees and branches also pose a fire risk during fire-prone conditions., These situations are particularly dangerous when dead or damaged trees have fallen over, are leaning against an existing structure, or are otherwise creating an imminent threat to public health or safety.

Pursuant to Section 399, subdivision (b), of the Fish and Game Code, the Commission finds, based on the information above, that adopting this regulation is necessary for the immediate preservation of the public health and safety, and general welfare.

## Informative Digest (Plain English Overview)

On October 21, 2019, the California Fish and Game Commission (Commission) received a petition from the Center for Biological Diversity to list the western Joshua tree (*Yucca brevifolia*, WJT) as threatened under the California Endangered Species Act (CESA). California Fish and Game Code Section 2073.5 requires that the California Department of Fish and Wildlife (Department) evaluate the petition and submit a written evaluation with a recommendation to the Commission, which was received at the Commission's April 2020 meeting. Based upon the information contained in the petition and other relevant information, the Department recommended that the Commission determine the petition has sufficient scientific information available to indicate that the petitioned action may be warranted, and informed the Commission of that recommendation.

On September 22, 2020, the Commission determined that listing may be warranted pursuant to Fish and Game Code (FGC) Section 2074.2, and therefore WJT became a candidate species. The Department will undertake a one-year status review and provide it to the Commission along with a listing recommendation. At that time, the Commission will make a final decision on listing.

CESA also provides that the Commission may adopt regulations to authorize take of certain threatened or endangered species and candidate species under FGC Section 2084. Candidate species are protected from take under CESA pursuant to FGC Section 2085 during the remainder of the CESA listing. Under FGC Section 2084, CESA provides that the Commission may adopt regulations to authorize take of candidate species, based on the best available scientific information, when the take is otherwise consistent with CESA. As with all regulations, the Commission may adopt a regulation under Section 2084 on an emergency basis when it determines that a situation exists which threatens public health and safety or general welfare.

The proposed emergency action would add Section 749.12 to Title 14, California Code of Regulations (CCR). This regulation would allow the Commission to grant the City of Palmdale, County of San Bernardino, and Town of Yucca Valley (participating agencies) the authority to authorize the incidental take of a limited number of WJTs during the candidacy period that may result from activities related to approvals or permits issued by the participating agencies for construction of single-family residences and accessory structures, public works projects, or the trimming or removal of damaged or dead trees. These activities will take place within the jurisdictions of the participating agencies, in habitats that are currently supporting the presence of WJT, ranging from poor to higher quality habitat. Lands on which project activities are expected to take place are expected to be pre-subdivided parcels of one to five acres in size. Parcels that have not been developed or disturbed are more likely to provide high quality WJT habitat, and parcels that have already been developed or disturbed are likely to provide of lower quality WJT habitat.

Mitigation fees will be collected for authorized take of WJTs by the participating agencies. Project activities that result in take of WJT in habitats that are expected to provide lower quality habitat for WJT (developed parcels) are subject to lower mitigation fees than project activities that result in take of WJT in habitats that are expected to provide higher quality habitat (undeveloped parcels). Furthermore, removal and



relocation of WJT from project activities will be subject to lower mitigation fees than removal of WJT without relocation, because relocated WJT may survive, and provide benefits. These fees will be deposited into a WJT Mitigation Fund and may be expended for the purpose of addressing threats to WJT, which may include but are not limited to acquiring and conserving WJT mitigation lands.

The participating agencies may authorize take of WJT associated with developing single-family residences, accessory structures, and public works projects concurrent with approval of the project, subject to the following terms and conditions:

- Adoption of a required WJT ordinance by each participating agency;
- Deposit of required moneys to the WJT Mitigation Fund within sixty days of the effective date of the regulation, and bi-monthly thereafter;
- Submittal of bi-monthly reports and an annual report by each participating agency;
- No more than ten WJTs may be removed per project site;
- Completion of a required WJT census for each project by the project proponent, and submittal of a corresponding report to the participating agency;
- Avoidance of take to the maximum extent practicable;
- Minimization of take via limits on ground disturbance and a requirement to relocate WJTs to the maximum extent feasible;
- Meeting circumstances warranting relocation of individual WJT, and subsequent measures to be taken for relocation efforts;
- The option of removal of individual WJT where relocation of such individuals is not feasible;
- Payment of required mitigation fees defined by size class, take action (relocation vs. removal), and land status (undeveloped or developed) to the participating agencies by the project proponents; and
- The option of issuing permits for removing detached WJT or tree limbs when posing a threat to structures or public health or safety.
- Cumulative limits on the amount of WJT take for single family residences, accessory structures, and public works projects that may be permitted by the participating agencies.

The benefit of the proposed regulation include fulfilling the transition away from septic tank storage for the Town of Yucca Valley and reducing nitrate leaching into the groundwater basin and ensuring timely connection to the new sewer and water treatment system, protecting the groundwater basin water quality (drinking water supply) and public health. Take authorization to participating agencies of WJT would augment the general welfare of city and county residents by allowing residential improvements by local contractors, and may provide critical cash-flow to small businesses and local permitting agencies in economically hard-hit areas. Allowing the removal of weakened WJT with broken or downed limbs would reduce threats to public safety and structures during the WJT candidacy period.

(B) The street address of the property on which the western Joshua tree to be removed or trimmed is located. If no street address is available, the property owner may include the assessor's parcel number.

(C) Photographs of the western Joshua tree that visually depict either:

1. That the tree is dead and meets one or more of the three requirements of subsection (b); or
2. The specific limb or limbs to be trimmed and that the limb or limbs to be trimmed meet one or more of the three requirements of subsection (b).

(2) Within thirty days of receipt of an email request for a permit pursuant to subsection (c)(1), the department shall either issue a permit allowing for the removal or trimming or deny the request if the email request does not demonstrate a permit can be issued pursuant to this section.

(A) If the department issues the permit, it shall do so by email, or by U.S. mail if the permit request was received by mail, and it will provide the property owner sixty days in which to complete the removal or trimming.

(B) If the department denies the permit request, the property owner may resubmit the request with additional information and photographs. Resubmissions pursuant to this subsection shall be processed as new permit requests.

(3) Within thirty days of completing the removal of a dead western Joshua tree or trimming one or more limbs from a western Joshua tree in accordance with a permit issued pursuant to this section, to demonstrate compliance with this section the property owner shall by mail or email photographs of the site at which the dead western Joshua tree was removed or the western Joshua tree that was trimmed pursuant to the permit.

(d) Limitations.

(1) Nothing in this section is intended to be or shall be construed to be a general project approval. It shall be the responsibility of each project proponent receiving take authorization pursuant to this section to obtain all necessary permits and approvals and to comply with all applicable federal, state, and local laws.

(2) Nothing in this section is intended to or shall be construed to limit the terms and conditions, including those relating to compensatory mitigation, the department includes in incidental take permits for western Joshua tree issued pursuant to Fish and Game Code section 2081, subdivision (b).

Note: Authority cited: Sections 399 and 2084, Fish and Game Code. Reference: Sections 399 and 2084, Fish and Game Code.

**Section 749.11 Title 14, CCR, is added to read:**

**749.11 Special Order Relating to Take of Western Joshua Tree (*Yucca brevifolia*) During Candidacy Period.**

The commission authorizes the take of western Joshua tree during the candidacy period for each of the activities described in this section, subject to the terms and conditions specified for each activity.

(a) Definitions.

(1) Desert native plant specialist means:

(A) An arborist certified by the International Society of Arborists; or

(B) An individual with a four-year college degree from an accredited college in ecology or fish and wildlife related biological science and at least two years of professional experience with relocation or restoration of native California desert vegetation; or

(C) An individual with at least five years of professional experience with relocation or restoration of native California desert vegetation.

(2) Western Joshua tree means an individual western Joshua tree (*Yucca brevifolia*) that has emerged from the ground, regardless of age or size, including all stems that have emerged from the ground within a one-meter radius measured from a single point at the base of the largest stem.

(b) The department may issue a permit to authorize either the removal of a dead western Joshua tree or the trimming of a western Joshua tree. The project proponent or its agent may remove a detached dead western Joshua tree or detached limb of a western Joshua tree. All other removals and all trimming of western Joshua trees authorized by permits issued pursuant to this subsection shall be completed by a desert native plant specialist. The department may issue permits pursuant to this subsection, without payment of mitigation fees or other mitigation, provided that the dead western Joshua tree or any limb(s) to be removed:

(1) Has fallen over and is within 30 feet of a structure;

(2) Is leaning against an existing structure; or

(3) Creates an imminent threat to public health or safety.

(c) Permit Process.

(1) A property owner seeking a permit pursuant to subsection (b) shall submit a permit request to the Department by emailing to [WJT@wildlife.ca.gov](mailto:WJT@wildlife.ca.gov), or mailing to California Department of Fish and Wildlife, Habitat Conservation Planning Branch, Attention: Western Joshua Tree Permitting, P.O. Box 944209, Sacramento, CA 94244-2090 the following information:

(A) The name, telephone number, mailing address, and email address of the property owner seeking the permit.

**Section 749.12 Title 14, CCR, is added to read:**

**749.12 Special Order Relating to Take of Western Joshua Tree (*Yucca brevifolia*) During Candidacy Period.**

The commission authorizes the take and possession of western Joshua tree during the candidacy period for each of the activities described in this section, subject to the terms and conditions specified for each activity.

(a) The take authorization conferred by this section shall apply only to take authorized, pursuant to subsections (d) and (e), by the following counties, cities, and towns:

- (1) City of Palmdale.
- (2) County of San Bernardino.
- (3) Town of Yucca Valley.

(b) Definitions.

(1) Accessory structure means a subordinate structure, the use of which is incidental to an existing or contemporaneously constructed single-family residence, and includes: an accessory dwelling unit, addition to an existing single-family residence, garage, carport, swimming pool, patio, greenhouse, storage shed, gazebo, septic tank, sewer connection, solar panels, or gravel or paved driveway.

(2) Desert native plant specialist means:

(A) An arborist certified by the International Society of Arborists; or

(B) An individual with a four-year college degree from an accredited college in ecology or fish and wildlife related biological science and at least two years of professional experience with relocation or restoration of native California desert vegetation; or

(C) An individual with at least five years of professional experience with relocation or restoration of native California desert vegetation.

(3) Developed parcel means a parcel with an existing single-family residence.

(4) Participating agency means each of the counties, cities, and towns listed in subsection (a).

(5) Project proponent means the owner of a project site for a single-family residence or accessory structure or the owner's agent or the public agency undertaking a public works project.

(6) Project site means the parcel or parcels on which a project proponent proposes to construct a single-family residence or accessory structure or on which a public agency proposes to undertake a public works project.

(7) Public works project means a project for the erection, construction, alteration, maintenance, or repair of any public structure, building, or road.

Commission staff has searched the California Code of Regulations and has found no other state regulation relating to the incidental take by the specific projects identified under this regulation of WJT during its candidacy under CESA, and therefore concludes that the proposed regulations are neither inconsistent nor incompatible with existing state regulation.

(8) Single-family residence means a single detached building that has been or will be constructed and used as living facilities, including provisions for sleeping, eating, cooking, and sanitation as required by the California Building Code for not more than one household. Nothing in this section shall be construed to authorize take of western Joshua tree for a subdivision or other development that includes more than one single-family residence.

(9) Size class means the classification of western Joshua trees by the following three sizes:

(A) Less than one meter in height;

(B) One meter or greater but less than four meters in height; and

(C) Four meters or greater in height.

(10) Undeveloped parcel means a parcel without an existing single-family residence.

(11) Western Joshua tree means an individual western Joshua tree (*Yucca brevifolia*) that has emerged from the ground, regardless of age or size, including all stems that have emerged from the ground within a one-meter radius measured from a single point at the base of the largest stem.

(12) Western Joshua Tree Mitigation Fund means the fund established pursuant to Section 749.10(a)(5).

(c) Each participating agency shall:

(1) Within sixty days of the effective date of this section, adopt an ordinance that:

(A) Requires as a condition of any approval or permit for a single-family residence, accessory structure, or public works project that has one or more western Joshua trees on the project site satisfaction of each of the requirements set forth in subsection (d).

(B) Provides for the permitting of take of dead trees and trimming of limbs pursuant to subsection (e).

(2) Within sixty days of the effective date of this section, deposit moneys in the Western Joshua Tree Mitigation Fund as follows:

(A) The City of Palmdale shall deposit the sum of \$10,000.

(B) The County of San Bernardino shall deposit the sum of \$10,000.

(C) The Town of Yucca Valley shall deposit the sum of \$10,000.

(3) Make bi-monthly deposits to the Western Joshua Tree Mitigation Fund, by the fifteenth day of March, May, July, September, November, and January of all mitigation fees collected pursuant to subsection (d)(6) during the preceding two calendar months.

(4) Submit to the department at [WJT@wildlife.ca.gov](mailto:WJT@wildlife.ca.gov) by the fifteenth day of March, May, July, September, November, and January a bi-monthly report that includes the following information for the preceding two calendar months:

(A) The number of projects approved pursuant to subsection (d) that resulted in the removal or relocation of western Joshua trees.

(B) The number and size class of western Joshua trees that were relocated pursuant to subsection (d).

(C) The number and size class of western Joshua trees removed and not relocated pursuant to subsection (d).

(D) The number of dead western Joshua trees removed and live trees trimmed pursuant to subsection (e).

(E) The total amount of mitigation fees collected for each of the mitigation categories set forth in subsection (d)(6).

(F) Documentation that the total amount of mitigation fees listed pursuant to subsection (c)(4)(E) was paid into the Western Joshua Tree Mitigation Fund.

(5) Submit to the department at [WJT@wildlife.ca.gov](mailto:WJT@wildlife.ca.gov) an annual report on the survival rates of trees relocated pursuant to subsection (d) by January 15 of each year beginning in 2022 and continuing for a total of three years. The annual report shall include, at a minimum, the following:

(A) The total number of western Joshua trees relocated pursuant to subsection (d).

(B) For each western Joshua tree relocated:

1. The street address for the parcel on which the western Joshua tree was relocated. If no street address is available, the property owner may include the assessor's parcel number.
2. The date of the relocation.
3. Whether the western Joshua tree is alive or dead as of the date of the annual report.
4. A photograph of the relocated western Joshua tree in its current condition.

(d) Upon compliance with subsections (c)(1) and (2), each participating agency may authorize take of western Joshua tree associated with developing single-family residences, accessory structures, and public works projects concurrent with its approval of the project and subject to the following conditions:

(1) No project shall be eligible to receive take authorization pursuant to this section if it will result in the take of more than ten western Joshua trees from the project site.

(2) Census.

(A) The project proponent proposing to relocate or remove a western Joshua tree shall cause a census of western Joshua trees to be conducted on the project site by a desert native plant specialist. The census shall tag and count all western Joshua trees on the project site and classify them by size class.

(B) Prior to receiving take authorization from the participating agency, the project proponent shall submit to the participating agency a census report that shall include the following:

1. The name of the desert native plant specialist who conducted the census and the employer of the desert native plant specialist.

2. If applicable, the name of the desert native plant specialist who will relocate western Joshua trees pursuant to subsection (d)(4)(D) and the employer of the desert native plant specialist.

3. The date of the census.

4. The date or dates of the proposed relocation of western Joshua trees, if applicable.

5. A map of the project site that depicts: the location of the proposed single-family residence, accessory structure, or public works project; the number and location of all western Joshua trees on the project site; and, if applicable, the proposed western Joshua trees for removal, or the proposed placement of each relocated western Joshua tree.

6. Photographs of each western Joshua tree on the project site, including a visual representation of the scale of the height of each tree.

(3) Avoidance. To the maximum extent practicable, the project proponent shall avoid take of western Joshua trees on the project site.

(4) Minimization.

(A) Notwithstanding subsection (d)(3), the project proponent shall avoid all ground-disturbing activities within 10 feet of any western Joshua tree, unless those activities will be temporary, will not physically impact the western Joshua tree or its root system, and will not disturb the soil to a depth of greater than twelve inches.

(B) To the maximum extent feasible, the project proponent shall relocate all western Joshua trees that cannot be avoided to another location on the project site.

(C) For purposes of this subsection, relocation of a western Joshua tree shall be determined to be infeasible if any of the following applies:

1. Relocation of the western Joshua tree on the project site would pose a threat to public health or safety.

2. Relocation of the western Joshua tree on the project site would interfere with existing roadways, sidewalks, curbs, gutters, utility lines, sewer lines, drainage improvements, foundations, - structures, or setbacks to any of those structures or improvements.

3. There is no location on the project site that satisfies the requirements of subsection (d)(4)(D)2.

(D) The project proponent shall ensure that relocation of western Joshua trees pursuant to this section satisfies the following requirements:

1. All relocations of western Joshua trees one meter or greater in height shall be completed by a desert native plant specialist. All relocations of western Joshua trees less than one meter in height shall be relocated according to the terms of the applicable participating agency's ordinance adopted pursuant to subsection (c)(1).

2. All western Joshua trees to be relocated shall be placed at least twenty-five feet from any existing or proposed structure or improvement and at least ten feet from any other western Joshua tree.



3. Within thirty days of completing the relocation, the project proponent shall provide the participating agency with a map of the project site indicating where each western Joshua tree was relocated.

(5) Removal. Subject to the limitations of subsection (d)(1), a project proponent may remove western Joshua trees that cannot feasibly be avoided pursuant to subsection (d)(3) or relocated pursuant to subsection (d)(5).

(6) Mitigation. Prior to receiving take authorization from the participating agency, the project proponent shall pay mitigation fees to the participating agency for deposit into the Western Joshua Tree Mitigation Fund as follows:

(A) For single-family residence projects and sewer connection projects undertaken on undeveloped parcels and public works projects to erect or construct a new public structure, building, road, or improvement, the project proponent shall pay mitigation fees as follows:

1. \$2425 for each western Joshua tree four meters or greater in height that is relocated.
2. \$625 for each western Joshua tree under four meters in height that is relocated.
3. \$4175 for each western Joshua tree four meters or greater in height that is removed and not relocated.
4. \$1050 for each western Joshua tree under four meters in height that is removed and not relocated.

(B) For accessory structure projects undertaken on developed parcels and for public works projects to alter, maintain, or repair an existing public structure, building, road, or improvement, the project proponent shall pay mitigation fees as follows:

1. \$700 for each western Joshua tree four meters or greater in height that is relocated.
2. \$175 for each western Joshua tree under four meters in height that is relocated.
3. \$2100 for each western Joshua tree four meters or greater in height that is removed and not relocated.
4. \$525 for each western Joshua tree under four meters in height that is removed and not relocated.

(e) Each participating agency may issue a permit to authorize either the removal of a dead western Joshua tree or the trimming of a western Joshua tree. The project proponent or its agent may remove a detached dead western Joshua tree or detached limb of a western Joshua tree. All other removals and all trimming of western Joshua trees authorized by permits issued pursuant to this subsection shall be completed by a desert native plant specialist. Each participating agency may issue permits pursuant to this subsection, without payment of mitigation fees, provided that the dead western Joshua tree or the limb(s) to be removed:

- (1) Has fallen over and is within 30 feet of a structure;
- (2) Is leaning against an existing structure; or
- (3) Creates an imminent threat to public health or safety.

(f) During the candidacy period, no participating agency shall authorize take pursuant to subsection (d), collectively, in excess of the following limits:

(1) The City of Palmdale shall not authorize take, in the form of relocation or removal, of more than 190 western Joshua trees pursuant to subsection (d).

(2) The County of San Bernardino shall not authorize take, in the form of relocation or removal, of more than 450 western Joshua trees pursuant to subsection (d).

(3) The Town of Yucca Valley shall not authorize take, in the form of relocation or removal, of more than 450 western Joshua trees pursuant to subsection (d), of which no more than 100 western Joshua trees shall be relocated or removed in relation to sewer connection projects.

(g) Enforcement.

(1) The department shall suspend a participating agency's authority to issue take authorization pursuant to subsections (d) and (e) if the participating agency does any of the following:

(A) Fails to make bi-monthly deposits of mitigation fees into the Western Joshua Tree Mitigation Fund, as required by subsection (c)(3).

(B) Fails to provide bi-monthly reports to the department, as required by subsection (c)(4).

(C) Authorizes take for a project not eligible to receive take authorization under this section.

(D) Authorizes take in excess of the limits set forth in subsection (f).

(2) The department shall provide the participating agency with written notice of a suspension within ten days of the department's discovery of facts supporting the suspension. A notice of suspension shall provide the participating agency with thirty days to remedy the failure identified in the notice. If the participating agency provides the department with written documentation that it has remedied the failure within thirty days of receipt of the notice, the department shall lift the suspension.

(3) The department shall revoke a participating agency's authority to issue take authorization pursuant to subsections (d) and (e) if the participating agency fails to remedy a failure identified in a notice of suspension within thirty days of receipt of the notice. All revocations shall be permanent.

(h) Limitations.

(1) Nothing in this section is intended to be or shall be construed to be a general project approval. It shall be the responsibility of each project proponent receiving take authorization pursuant to this section to obtain all necessary permits and approvals and to comply with all applicable federal, state, and local laws.

(2) Nothing in this section is intended to or shall be construed to limit the terms and conditions, including those relating to compensatory mitigation, the department includes in incidental take permits for western Joshua tree issued pursuant to Fish and Game Code section 2081, subdivision (b).

Note: Authority cited: Sections 399 and 2084, Fish and Game Code. Reference: Sections 399 and 2084, Fish and Game Code.