

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.

The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254

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-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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

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

October 5, 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. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Name of case: *Helm v. Inyo County et al.* (Inyo Superior Court Case No. ICSI-CVCV-200-66094).
4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Initiation of litigation pursuant to § 54956.9(c): one potential case.
5. **PUBLIC EMPLOYMENT – Pursuant to Government Code §54957** – Title: County

Counsel.

6. **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 – County Administrator Leslie Chapman, Assistant County Administrator 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.**
7. **PLEDGE OF ALLEGIANCE**
 8. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
 9. **PUBLIC COMMENT**
 10. **PROCLAMATION** - Request Board approve a proclamation recognizing October 11 as Indigenous Peoples' Day 2021 in Inyo County.
 11. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
 12. **COVID-19 STAFF UPDATE**

DEPARTMENTAL - PERSONNEL ACTIONS

13. **Child Support Services** - Request Board:
 - A) change the authorized strength in Child Support as follows:
 1. delete one Office Clerk III position, Range 52 (\$3,243 - \$3,940), effective October 14, 2021;
 2. delete one Child Support Officer II position, Range 60 (\$3,908 - \$4,747);
 3. delete one Child Support Officer III position, Range 64 (\$4,289 - \$5,211);
 4. increase the authorized strength by adding one Office Technician I - III, Range 55-63 (\$3,477 - \$5,091); and
 5. reclassify one Child Support Officer III, Range 64 (\$4,289 - \$5,211) to a Child Support Supervisor, Range 72 (\$5,180 - \$6,292) effective October 14, 2021; and
 - B) find that, consistent with the adopted Authorized Position Review Policy:
 1. the availability of funding for one (1) Office Technician I-III Range 55-63 (\$3,477 - \$5,091) exists in the Non-General Fund budget, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; and
 2. 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; and

C) approve the hiring of one (1) Office Technician I-III Position at Range 55-59 (\$3,477 - \$4,636) up to an E Step, depending on qualifications.

14. **Clerk-Recorder** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician I exists in the Elections and County Clerk-General budgets, as certified by the Clerk-Recorder-Registrar of Voters 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; and C) approve the hiring of one (1) Office Technician I at Range 55 (\$3,477 - \$4,228), an Office Technician II at Range 59 (\$3,816 - \$4,636), or an Office Technician III at Range 63 (\$4,184 - \$5,091), depending on qualifications.
15. **Public Works - Road Department** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician I exists in the Road Department budget, as certified by the Public Works 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; and C) approve the hiring of one (1) Office Technician I at Range 55 (\$3,477 - \$4,228).

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

16. **County Counsel** - Request Board approve Amendment No. 2 to the agreement between the County of Inyo and Jarvis Fay Gibson LLP of Oakland, CA, increasing the contract to an amount not to exceed \$135,000 and updating the Schedule of Fees (Attachment B), contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
17. **Health & Human Services - Behavioral Health** - Request Board approve prior-fiscal year payment to Kings View Corporation for Invoice # HIA 06/21 in the amount of \$3,125.00.
18. **Public Works** - Request Board approve Amendment No.1 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, replacing environmental subconsultant Jericho Systems of Redlands, CA with Geode Environmental of Bishop, CA, replacing Sierra Geotechnical Services of Bishop, CA with Eastern Sierra Engineering of Bishop, CA, and increasing the contract amount with Fountainhead Consulting Corporation by \$121,829.20 to cover a broader scope of environmental inspections as required by California Department of Fish & Wildlife; and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained.
19. **Sheriff** - Request Board authorize the issuance of a blanket purchase order in an amount not to exceed \$20,000, payable to Office Depot for the purchase of office supplies and replacement office furniture.
20. **Sheriff** - Request Board: A) declare California Department of Justice a sole-source provider of fingerprint verification services; and B) authorize a purchase order in an amount not to exceed \$15,000, payable to California Department of Justice for livescan services.

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

21. **Health & Human Services** - Request Board conduct joint workshop with Inyo County Health and Human Services and Mammoth Lakes Housing regarding the development of a Property Rehabilitation Program to address housing issues in Inyo County.
22. **Board of Supervisors** - Request Board nominate from among its members a director and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for year 2021-2022.
23. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of September 7, 2021, September 14, 2021, September 21, 2021, and the Budget Hearings of September 7, 2021.

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

24. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

25. **California Fish & Game Commission** - Agenda for the Commission meeting scheduled for 9 a.m. October 14, 2021 (will be a webinar).
26. **California Fish & Game Commission** - Notice of Proposed Changes in Regulations concerning the Experimental Fishing Permit Program (Phase II).



**PROCLAMATION
OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA DECLARING OCTOBER 11, 2021 AS
INDIGENOUS PEOPLES' DAY IN INYO COUNTY**



WHEREAS, California is home to one of the largest and most diverse populations of Indigenous peoples anywhere in the United States; and

WHEREAS, since the first contact with Europeans in the mid-1700s, peoples indigenous to California have lived their lives in defiance of forces of oppression, violence, and discrimination, including the genocidal “war of extermination” directed by California’s first governor in 1851; and

WHEREAS, for centuries prior, the Native peoples of California, including Inyo County, thrived in their homelands, serving as dedicated stewards of the land as they engaged in agriculture, irrigation, hunting, fishing, promoting ecological diversity, and protecting and preserving their resources; and

WHEREAS, present-day Inyo County has been the home for thousands of years of the Mono tribe, Coso people, Timbisha, Kawaiisu, and Southern Paiute Native Americans; and

WHEREAS, thousands of their descendants, including the Paiute (Nuumu), Timbisha, and Shoshone (Newe) tribes, continue to live in their traditional homelands in the Owens Valley and Death Valley National Park; and

WHEREAS, the injustices carried out on the Native peoples’ homelands and against their ancestors is a trauma that impacts our Native American communities to this day, even as they still face long-existing disadvantages and ongoing discrimination; and

WHEREAS, in recognition of this dark history and lasting cultural trauma, the Inyo County Board of Supervisors supports steps taken by the State toward reconciliation and greater equity for California’s Indigenous peoples, including a formal apology to all California Native Americans and establishment of a California Truth and Healing Council; and

WHEREAS, the Inyo County Board of Supervisors especially encourages and supports localized efforts to promote healing among Indigenous communities, shine a light on historical injustices against Native Americans, correct inaccurate historical accounts, and educate non-Native populations about ancestral homelands; and

WHEREAS, State and National observances of Indigenous Peoples’ Day – held the second Monday in October – give us all an opportunity to reflect on our nation’s past and learn more about local tribes and their cultures.

NOW, THEREFOR BE IT PROCLAIMED, in recognition of the State and National observances, the Inyo County Board of Supervisors hereby declares October 11, 2021 as Indigenous Peoples’ Day in Inyo County, and by doing so pays tribute and respect to the culture, diversity, land stewardship, and resiliency of all of our Native American peoples.

APPROVED AND ADOPTED this 6th day of October 2021, by the Inyo County Board of Supervisors.

Jeff Griffiths,
Chairperson, County of Inyo Board of Supervisors

Attest: **LESLIE CHAPMAN**
Clerk of the Board

By: _____
Assistant Clerk of the Board



County of Inyo



Child Support Services

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: October 5, 2021

FROM: Eryn Clark, Amy Weurdig

SUBJECT: Request change in Authorized Strength for the Eastern Sierra Department of Child Support Services

RECOMMENDED ACTION:

Request Board:

A) change the authorized strength in Child Support as follows:

1. delete one Office Clerk III position, Range 52 (\$3,243 - \$3,940), effective October 14, 2021;
2. delete one Child Support Officer II position, Range 60 (\$3,908 - \$4,747);
3. delete one Child Support Officer III position, Range 64 (\$4,289 - \$5,211);
4. increase the authorized strength by adding one Office Technician I - III, Range 55-63 (\$3,477 - \$5,091);
and
5. reclassify one Child Support Officer III, Range 64 (\$4,289 - \$5,211) to a Child Support Supervisor, Range 72 (\$5,180 - \$6,292) effective October 14, 2021; and

B) find that, consistent with the adopted Authorized Position Review Policy:

1. the availability of funding for one (1) Office Technician I-III Range 55-63 (\$3,477 - \$5,091) exists in the Non-General Fund budget, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; and
2. 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; and

C) approve the hiring of one (1) Office Technician I-III Position at Range 55-59 (\$3,477 - \$4,636) up to an E Step, depending on qualifications.

SUMMARY/JUSTIFICATION:

With the retirement of one Child Support Case Worker III and the transfer of both a Child Support Officer II and Office Clerk III to other County departments, our current Child Support Officer III has undertaken duties consistent with those of a Child Support Supervisor. The incumbent has demonstrated a very high level of

proficiency in this position throughout the last year during the department's transition. The reclassification request is a desire of the department head to officially recognize the change in duties and responsibilities of the incumbent that have already occurred due to the retirement and loss of staff within the department. This request is urgent as the ongoing staffing issues for the department have been hindered in finding suitable candidates to backfill the entry level Child Support Officer position.

We have two unfilled positions that we are requesting be deleted with this reorganization item; (1) Child Support Officer II and (1) Child Support Officer III, which will support the reclassification position of the Child Support Supervisor.

As our Office Clerk III is being transferred to another county department, it is an opportunity to remove that position from our authorized strength and replace it with a more advanced position of Office Technician I-III. The criteria of an Office Technician position will support the administrative needs of our agency, allowing the department to expand outreach, customer service and overall office functions. We are also respectfully requesting permission to hire up to an E step, depending on qualifications.

The timing of this request is due to an unsuccessful recruitment of a Child Support Officer, the loss of two key employees, an Office Clerk III and Child Support Officer III. As the department has an authorized strength of 7 employees currently, we believe funding and staffing the 6 positions in this model, will allow us to adequately service our communities, both in Inyo and Mono Counties.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Should the Board choose not to approve this reorganization plan, the department will continue to be challenged with understaffing to support the needs of the county residents receiving services from Child Support Services. The current staffing is not adequate to support the case load to meet state and federal guidelines and metrics and the department may face decline in metrics.

We have continued to struggle to staff the Mono County office and until our staff have been replaced, this will be impacted. The reclassification will provide a supervisor who will help in training new Child Support Officers over the next year to bring our departmental knowledge up to meet the needs of the community faster than having this position play a dual role as both Child Support Officer and trainer. The longer the incumbent is managing an 800+ caseload the harder it will be to train staff in agency practices, policies and procedures.

We will continue to fill one (1) open position of Child Support Officer, who will need to be trained as well. The Office Technician I-III position will not begin recruitment until November, as our department will need additional time to hire and train our new Child Support Officer.

Without this reorganization being approved, we will continue to see delays and reduced service delivery.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There are sufficient funds within the Child Support Budget (022501) in the salaries and benefits object codes to fund this request.

ATTACHMENTS:

1. CalHR - Class Specification Bulletin

APPROVALS:

Eryn Clark
Amy Weurdig
Darcy Ellis
Sue Dishion
Marshall Rudolph
Amy Shepherd

Created/Initiated - 9/13/2021
Approved - 9/13/2021
Approved - 9/14/2021
Approved - 9/14/2021
Approved - 9/14/2021
Final Approval - 9/14/2021



Child Support Supervisor

Class Code:
CSSupv - MSS

Bargaining Unit:

CALHR

Established Date: Jun 7, 2002

Revision Date: Apr 1, 2014

CLASS DEFINITION AND DESCRIPTION:

Under limited supervision, the Child Support Supervisor plans, organizes, and directs a unit of Child Support Specialists and related staff; works with higher level staff to determine staff development needs; and performs related work as required.

Positions in this class differ from those in the class of Child Support Specialist III in that their primary assignment is the supervision of staff. Positions in this class may also carry a limited caseload.

TYPICAL DUTIES, EMPLOYMENT STANDARDS AND KSAS:

Duties may include, but are not limited to, the following:

- Plans, prioritizes, and delegates cases and projects to a team of Child Support Specialists and support staff.
- Reviews the quantity and quality of work performed by assigned staff on a day-to-day basis.
- Researches, develops, and conducts group and/or one-on-one training for new and existing staff.
- Coaches/Counsels employees on work performance issues.
- Monitors and reviews casework of line staff.
- Evaluates employee performance and effectively recommends measures to correct performance deficiencies.
- Participates with other supervisors and higher-level staff in determining staff development needs and identifying ways to meet such needs.
- Analyzes and evaluates the more complex and sensitive child support cases.
- Prepares or assists legal staff in preparing cases for civil or criminal prosecution.
- Picks up cases at any stage in the case process to assist coworkers in their caseload or cover for coworkers as necessary.
- Participates in hiring interviews and makes recommendations on the selection of new employees.
- Works closely with staff assigned to mentor inexperienced staff, coordinating and reviewing their training and development activities and needs.
- Promotes harmony, good morale, and cooperative work relations.
- May perform State mandated functions, including but not limited to: ombudsperson, customer and community outreach, quality assurance and program improvement, training, Fair Hearing Officer, and/or media relations.

- Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

- Basic supervisory principles and practices.
- Civil and criminal law, and Federal and California laws and regulations pertaining to the establishment and enforcement of child support obligations.
- Basic and effective investigative principles, research, techniques, and procedures to obtain information for child support cases.
- Sources, methods, and techniques used to locate non-custodial parents, relatives and related persons, assets, income, and liabilities.
- Techniques and methods for establishing paternity.
- Child Support specific collection methods and techniques.
- Legal terminology used when explaining legal procedures to customers or the public.
- When and how to prepare and process a variety of child support related legal documents in a clear and concise manner.

Ability to:

- Plan, organize, and prioritize the work of others in order to meet critical deadlines on multiple tasks.
- Assist and train newly assigned staff.
- Apply specialized Federal child support laws and procedures as they apply to intergovernmental and international cases.
- Use effective interviewing techniques to interview a wide variety of people, over the telephone and in person.
- Explain child support procedures, regulations, and requirements to individuals from a wide variety of educational and cultural backgrounds.
- Use sound independent judgment to analyze factual information, situations, and people.
- Understand financial records such as tax records, income and expense reports, and employer earnings records to determine the amount of child support payment obligations.
- Compile multiple pieces of information clearly and concisely into an organized and understandable written report or oral presentation.
- Effectively use computer and other resources to prepare and manage cases.
- Maintain the confidentiality of sensitive or personal information.
- Establish rapport and maintain effective working relationships with coworkers, courts, attorneys, other agencies, and the public.

MINIMUM QUALIFICATIONS:

One (1) year of full-time experience performing duties of a Child Support Specialist III in a state or local government agency;

OR

Two (2) years of full-time experience performing duties of a Child Support Specialist II in a state or local government agency.

SPECIAL AND DRIVER'S LICENSE REQUIREMENTS:

Some positions in this classification may require possession of a valid California driver's license. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

HISTORY INFORMATION:

Established: 6/7/02

Revised: 7/1/03

Revised: 4/1/14



County of Inyo



Clerk-Recorder

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: October 5, 2021

FROM: Danielle Sexton

SUBJECT: Approve the hiring of an Office Technician I, II or III in Clerk-Recorder/Elections Office

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician I exists in the Elections and County Clerk-General budgets, as certified by the Clerk-Recorder-Registrar of Voters 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; and C) approve the hiring of one (1) Office Technician I at Range 55 (\$3,477 - \$4,228), an Office Technician II at Range 59 (\$3,816 - \$4,636), or an Office Technician III at Range 63 (\$4,184 - \$5,091), depending on qualifications.

SUMMARY/JUSTIFICATION:

The Office Technician in the Clerk Recorder/Elections Office resigned in July, leaving a vacancy. This position is responsible for performing services provided by Clerk-Recorder-Elections office including vital records, land transaction records, California Environmental Quality Act (CEQA) filings, Fictitious Business Names filings, political reform act filings, Notary Public filings, and the Voter Registration database.

We are operating with a backlog of processing as a result of being understaffed during the recent California Gubernatorial Recall Election. Filling this position immediately will minimize disruptions of service to the public. The Department respectfully requests your support in filling this vacancy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not authorize filling this position, which would place additional burden on the Clerk Recorder/Elections Office to complete multiple requirements and public requests in a timely manner.

OTHER AGENCY INVOLVEMENT:

Inyo County Personnel

FINANCING:

General and State funding. This position is budgeted 75% in Elections (011000) and 25% in County Clerk-General (010300) in salary and benefit object codes.

ATTACHMENTS:

APPROVALS:

Danielle Sexton	Created/Initiated - 9/17/2021
Darcy Ellis	Approved - 9/17/2021
Danielle Sexton	Approved - 9/21/2021
Amy Shepherd	Approved - 9/21/2021
Sue Dishion	Final Approval - 9/22/2021



County of Inyo



Public Works - Road Department

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: October 5, 2021

FROM: Breanne Nelums

SUBJECT: Authorize the hiring of one Office Technician I

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician I exists in the Road Department budget, as certified by the Public Works 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; and C) approve the hiring of one (1) Office Technician I at Range 55 (\$3,477 - \$4,228).

SUMMARY/JUSTIFICATION:

Public Works - Road Department would like to hire one (1) Office Technician I. This position is critical to the departmental operations and will be processing our internal and external Road Department billings. Road funds are very specialized funds and must be tracked and billed accurately. During budget adoption your board approved a reclassification for the staff currently doing these tasks. With that reclassification the current staff member will be performing tasks on the budgetary and administrative side and will teach and supervise the work for this Office Technician position.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the hiring of this position but this is not recommended as it would have direct impact to service delivery and timely billings.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor's Office

FINANCING:

This position is 100% funded out of the Road budget (034600) Salaries and Benefits object codes.

ATTACHMENTS:

APPROVALS:

Breanne Nelums	Created/Initiated - 9/14/2021
Darcy Ellis	Approved - 9/14/2021
Breanne Nelums	Approved - 9/14/2021
Amy Shepherd	Approved - 9/14/2021
Sue Dishion	Approved - 9/16/2021
Michael Errante	Final Approval - 9/16/2021



County of Inyo



County Counsel

CONSENT - ACTION REQUIRED

MEETING: October 5, 2021

FROM: Marshall Rudolph

SUBJECT: Contract amendment

RECOMMENDED ACTION:

Request Board approve Amendment No. 2 to the agreement between the County of Inyo and Jarvis Fay Gibson LLP of Oakland, CA, increasing the contract to an amount not to exceed \$135,000 and updating the Schedule of Fees (Attachment B), contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Jarvis Fay & Gibson LLP is an existing outside counsel to the County, specializing in CEQA and litigation (among other things). The firm provides advice and services to supplement the County Counsel's office and other outside counsel in handling complex CEQA and litigation matters. The firm will soon reach the current contract limit of \$110,000. The proposed amendment would increase that limit by \$25,000 (i.e., a new limit of \$135,000) and update the Schedule of Fees (Attachment B) to reflect the firm's current hourly rates. Note that increasing the limit does not obligate the County to request or utilize the firm's services; rather, it authorizes the County to use the firm's services within that limit when and as deemed necessary. The County Counsel's office strongly recommends approving the amendment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decline to approve the amendment, in which case the County would not be able to continue using the firm's services. This alternative is not recommended since the firm's lawyers have been a valuable part of the County's legal team in handling recent CEQA litigation and are anticipated to be a valuable resource for advice regarding future CEQA issues.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The professional services line item of the County Counsel's approved 2021-22 budget is sufficient to cover the amount of the contract increase.

ATTACHMENTS:

1. Jarvis, Fay & Gibson LLP Amendment No. 2
2. Jarvis, Fay & Gibson LLP Contract (Executed)

APPROVALS:

Marshall Rudolph	Created/Initiated - 9/21/2021
Darcy Ellis	Approved - 9/21/2021
Denelle Carrington	Approved - 9/24/2021
Leslie Chapman	Approved - 9/29/2021
Amy Shepherd	Approved - 9/29/2021
Sue Dishion	Approved - 9/29/2021
Marshall Rudolph	Final Approval - 9/30/2021

AMENDMENT NUMBER 2

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
JARVIS, FAY & GIBSON, LLP
FOR THE PROVISION OF LEGAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Jarvis, Fay & Gibson, LLP (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Legal Services dated August 26, 2020, on County of Inyo Standard Contract No. 123, for the term from August 1, 2020, until litigation is completed unless sooner terminated.

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

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

County and Contractor hereby amend such Agreement as follows:

1. The "contract limit" specified in Paragraph 3(E) of the Agreement (entitled "Limit upon amount payable under Agreement") is increased to \$135,000 Dollars.
2. Section 1 of the Schedule of Fees (Attachment B) is amended to read as follows:

Senior Partners -- \$360
Partner/Of Counsel -- \$325
Senior Associate -- \$285
Associate -- \$250
Paralegal -- \$125

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is October 1, 2021.

All the other terms and conditions of the Agreement are unchanged and remain the same.

County of Inyo Standard Contract - No 123

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04/30/2020

AMENDMENT NUMBER 2

AGREEMENT BETWEEN THE COUNTY OF INYO AND
JARVIS, FAY & GIBSON, LLP
FOR THE PROVISION OF LEGAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
5th DAY OF October, 2021.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____
Signature

Rick Jarvis
Type or Print

Dated: 9/20/2021

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 6th day of April 2021 an order was duly made and entered as follows:

*County Counsel –
Jarvis, Fay &
Gibson LLP
Contract*

Moved by Supervisor Roeser and seconded by Supervisor Kingsley to approve Amendment No. 1 to the agreement between the County of Inyo and Jarvis, Fay & Gibson, LLP of Oakland, CA, increasing the contract limit to an amount not to exceed \$110,000, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

Routing
CC X Purchasing Personnel Auditor CAO Other: DATE: April 7, 2021

WITNESS my hand and the seal of said Board this 6th
Day of April, 2021



CLINT G. QUILTER
Clerk of the Board of Supervisors

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

By: _____



County of Inyo

County Counsel

CONSENT - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Marshall Rudolph

SUBJECT: Contract Amendment

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the agreement between the County of Inyo and Jarvis, Fay & Gibson, LLP of Oakland, CA, increasing the contract limit to an amount not to exceed \$110,000, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Jarvis, Fay & Gibson, LLP are the county's outside counsel and lead attorneys with respect to a pending appeal of certain CEQA litigation (LADWP v. County of Inyo). Work to date, primarily involving appellate briefings, required more time than originally anticipated and will exceed the original contract limit of \$80,000, necessitating a contract amendment. The new proposed contract limit of \$110,000 should be sufficient to cover not only any work performed to date but also the estimated remaining work associated with this litigation.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the amendment, which would effectively terminate the firm's services on behalf of the County. This alternative is not recommended because the firm's services have been highly beneficial to the County in the pending litigation and its continued services will be equally beneficial to the County.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

The County Counsel's existing budget for Fiscal Year 2020-21 has more than sufficient funds available in its Professional Services line item (object code 5265) to cover the amount of the contract limit increase (\$30,000).

ATTACHMENTS:

1. Jarvis, Fay & Gibson, LLP Contract Amendment

APPROVALS:

Marshall Rudolph
Denelle Carrington
Darcy Ellis
Marshall Rudolph
Amy Shepherd
Sue Dishion
Clint Quilter

Created/Initiated - 3/23/2021
Approved - 3/29/2021
Approved - 3/29/2021
Approved - 3/29/2021
Approved - 3/29/2021
Approved - 3/30/2021
Final Approval - 3/30/2021

AMENDMENT NUMBER 1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
JARVIS, FAY & GIBSON, LLP
FOR THE PROVISION OF LEGAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Jarvis, Fay & Gibson, LLP (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Legal Services dated August 26, 2020, on County of Inyo Standard Contract No. 123, for the term from August 1, 2020, until litigation is completed unless sooner terminated.

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

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

County and Contractor hereby amend such Agreement as follows:

The "contract limit" specified in Paragraph 3(E) of the Agreement (entitled "Limit upon amount payable under Agreement") is increased to \$110,000 Dollars.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is March 1, 2021.

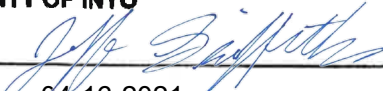
All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 1

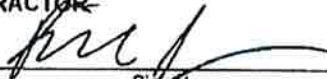
AGREEMENT BETWEEN THE COUNTY OF INYO AND
JARVIS, FAY & GIBSON, LLP
FOR THE PROVISION OF LEGAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
6th DAY OF April, 2021.

COUNTY OF INYO

By: 
Dated: 04-16-2021

CONTRACTOR

By: 
Signature
Rick Jarvis
Type or Print
Dated: 3/23/21

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

AMENDMENT NUMBER 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND
JARVIS, FAY & GIBSON, LLP
FOR THE PROVISION OF LEGAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
 6th DAY OF April , 2021 .

COUNTY OF INYO

By: _____

Dated: _____

~~CONTRACTOR~~

By: 
Signature

 Rick Jarvis
Type or Print

Dated: 3/23/21

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: October 5, 2021

FROM: Lucy Vincent

SUBJECT: Approval to Pay for Kings View Corporation Invoice from Previous Fiscal Year

RECOMMENDED ACTION:

Request Board approve prior-fiscal year payment to Kings View Corporation for Invoice # HIA 06/21 in the amount of \$3,125.00.

SUMMARY/JUSTIFICATION:

This invoice # HIA 06/21, in the amount of \$3,125, was sent by the vendor, but was inadvertently overlooked during the time that HHS Behavioral Health staff was preparing to move from Grove Street to May Street, then to the new Consolidated Office Building. It is one of several invoices we receive from Kings View Corporation, the electronic health record service provider, each month. HHS Fiscal has updated the method of tracking these invoices to ensure that all of the expected invoices are accounted for each month. At this time, we are respectfully requesting approval to pay this late invoice in the current fiscal year.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to pay this invoice, which could negatively impact our working relationship with Kings View and which would represent a violation of our contractual obligation to them.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

MHSA IT funds, Medi-Cal Administrative funds and Behavioral Health Realignment. This expense is budgeted in Mental Health (045200) in Professional and Special Services (5265). No County General Funds.

ATTACHMENTS:

1. Invoice #HIA 06/21

APPROVALS:

Lucy Vincent	Created/Initiated - 9/14/2021
Darcy Ellis	Approved - 9/14/2021
Lucy Vincent	Approved - 9/15/2021
Marilyn Mann	Approved - 9/15/2021
Melissa Best-Baker	Approved - 9/16/2021
Amy Shepherd	Approved - 9/16/2021
Marilyn Mann	Final Approval - 9/21/2021



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: October 5, 2021

FROM: Greg Waters

SUBJECT: Amendment #1 to the consultant agreement with Fountainhead Consulting Corporation

RECOMMENDED ACTION:

Request Board approve Amendment No.1 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, replacing environmental subconsultant Jericho Systems of Redlands, CA with Geode Environmental of Bishop, CA, replacing Sierra Geotechnical Services of Bishop, CA with Eastern Sierra Engineering of Bishop, CA, and increasing the contract amount with Fountainhead Consulting Corporation by \$121,829.20 to cover a broader scope of environmental inspections as required by California Department of Fish & Wildlife; and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead Consultant Corporation is contracted with Inyo County to perform this work. Due to circumstances beyond the control of the consultant, two subconsultants will need to be replaced by two others. Additionally, California Department of Fish and Wildlife has requested an increase in the environmental monitoring from weekly to daily, resulting in an increase in the fees required.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state (2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract, however this would prevent the project from being completed.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding will be sourced from California Office of Emergency Services (75%) and Road Maintenance and Repair Account (25%). The cost of the amendment will be paid through the Road budget (034600), North Round Valley Bridge Project (5717).

ATTACHMENTS:

1. Fountainhead Amendment No. 1
2. Fountainhead Consulting Contract (Fully Executed)

APPROVALS:

Greg Waters	Created/Initiated - 8/17/2021
Darcy Ellis	Approved - 8/18/2021
Darcy Ellis	Approved - 8/18/2021
Greg Waters	Approved - 9/30/2021
Breanne Nelums	Approved - 9/30/2021
John Pinckney	Approved - 9/30/2021
John Vallejo	Approved - 9/30/2021
Amy Shepherd	Final Approval - 9/30/2021

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Fountainhead Consulting Corporation of Anaheim, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 7, 2020, on County of Inyo Standard Contract No. 156, for the term from July 7, 2020 to December 31, 2021.

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

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. Exhibit 10-H1 Cost Proposal to the Contract is amended for the Consultant, Fountainhead Consulting Corporation, removing Sub-Consultants Jericho Systems and Sierra Geotechnical Services and replacing them with Geode Environmental and Eastern Sierra Engineering, respectively. The total contract value is hereby increased by \$121,829.20. The effective date of this amendment to the Agreement is July 1st, 2021. .
All other terms and conditions of the Agreement are unchanged and shall remain the same.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2021.

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

September 06, 2021

Greg Waters
Associate Civil Engineer
Inyo County Public Works
P.O. Drawer Q
Independence, CA 93526

RE: TRANSMITTAL LETTER | SUBCONSULTANT SUBSTITUTION AND COST PROPOSAL | CONTRACT NO. 156

Dear Mr. Waters,

Fountainhead Consulting Corporation (Fountainhead) is submitting this request to A) substitute two subconsultants originally proposed on the contract and to B) request an increase to the contract to provide daily biological monitoring due to permit requirements.

- A) Fountainhead originally proposed Jericho Systems to perform biological monitoring services per the RFP requirements, unfortunately Jericho Systems closed (Attachment A) their offices after the contract award. Therefore, Fountainhead is having to replace Jericho Systems with another biological monitoring service provide. In addition to substituting Jericho Systems with Geode Environmental we also have a second subconsultant Sierra Geotechnical has developed a conflict of interest due to entering a contract with Spiess (Contractor) to perform Quality Control and Assurance Testing. Therefore, we are also requesting to substitute Sierra Geotechnical with Eastern Sierra Engineering to perform Independent Assurance testing as the subconsultant owner's representative with Fountainhead
- B) During the RFP process the final permits for the project were not issued therefore Fountainhead negotiated with the County to provide biological monitoring on a weekly basis for work within the creek. After Fountainheads contract was negotiated the final permits were obtained. The final permits required daily biological monitoring while working in the creek and thereby initiated a cost increase to provide the level of service required in the permit. Fountainhead reviewed several options for a biological monitoring consultant with reasonable rates and negotiated with Geode Environmental to perform the scope of work (Attachment B). Our proposed contract value increase of \$121,829.60 is a Not-to-Exceed value and the hours applied will only be as required by California Department of Fish & Wildlife. In doing so we will have the ability to modulate the application of resources to suit the conditions in the field

If you have any questions, or require additional information, please contact Ivan Benavidez at 909.512.2815 or email at ibenavidez@fountainheadcorp.com.

Respectfully submitted,



Rosalie Acosta, Corporate Secretary



PO Box 7061
Redlands, CA 92373
(909) 915-5900

April 12, 2021

Dear Valued Client:

Since 2012, Jericho Systems, Inc. (Jericho) has been honored to serve you on your various projects.

However, it is with heavy heart that I am informing you of the closure of Jericho, effective June 30, 2021 due to some health issues I have been struggling with for the past few years.

In keeping with my commitment to provide excellent service to our clients, I would like to recommend the following firms which have been assisting me on many projects behind the scenes for the past few years. These firms are extremely qualified with biology/ecological assessments for multiple jurisdictions, jurisdictional waters permitting, endangered species compliance, CEQA/NEPA compliance, and whom I know will provide excellent service to you:

ELMT Consulting, Inc

Attn: Travis McGill

2201 N. Grand Avenue #10098. Santa Ana, CA 92711-0098

Travismcgill@elmtconsulting.com

(909) 816-1646

Compass Consulting Enterprises, Inc

Attn: Julie Gilbert

PO Box 2627, Avalon, CA 90704

Julie@compass-consultinginc.com

(909) 496-5960

(WBE Certified, DBE Certification in process)

In the interim, effective immediately, Jericho's Craig Lawrey will be handling all operational aspects and will be your primary contact. You may reach Craig at craig@jericho-systems.com or at (909) 744-0487. Julie Gilbert, who you may know has worked for Jericho since 2016, will be assisting Craig with contract management and final billing. For Jericho contract and billing questions, Julie can be reached at juliegill@outlook.com or at (909) 496-5960.

Again, it has been my honor serving you, and I wish you all the best with your future endeavors.

Sincerely,

Shay Lawrey
President, Jericho Systems, Inc.

Craig Lawrey
Secretary/Operations Manager, Jericho Systems, Inc

Fountainhead Proposed Changes to Original Agreement

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation for Geode Environmental

Project No. 48C0044 Contract No. 156 Date 09/06/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Biologist.	Geode Environmental	1,240.00	\$ 130.00	\$ 161,200.00
Inspector (Credit)	S. Valdovinos_20 days Temp. Work	-160.00	\$ 130.44	(\$ 20,870.40)
				\$ 0.00
				\$ 0.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 140,329.60
- b) Anticipated Salary Increases (see page 2 for calculation) _____
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 140,329.60

INDIRECT COSTS

- d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
- f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
- h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$ 0.00
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 0.00

FIXED FEE

- k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 0.00%]** \$ 0.00

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: <u>ZT Consulting</u>	\$ 0.00
Subconsultant 2: <u>Earthspectives</u>	\$ 0.00
Subconsultant 3: <u>Jericho Systems Substitute Geode Environmental</u>	(\$ 18,500.00)
Subconsultant 4: <u>Sierra Geotechnical Substitute Eastern Sierra</u>	\$ 0.00
m) TOTAL SUBCONSULTANTS' COSTS	(\$ 18,500.00)

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** (\$ 18,500.00)

TOTAL COST [(c) + (j) + (k) + (n)] \$ 121,829.60

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044

Contract No. 156

Date 06/26/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Eng.	Ivan Benavidez	224.00	\$ 81.00	\$ 18,144.00
Structures Representative	Javid Sharifi	616.00	\$ 78.00	\$ 48,048.00
Inspector/Office Engineer	Salvador Valdovinos	880.00	\$ 60.90	\$ 53,592.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 119,784.00 ✓

b) Anticipated Salary Increases (see page 2 for calculation)

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)]

\$ 119,784.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)]

\$ 0.00

f) Overhead (Rate: 0.00%)

g) Overhead [(c) x (f)]

\$ 0.00

h) General and Administrative (Rate: 104.00%)

i) Gen & Admin [(c) x (h)]

\$ 124,575.36

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)]

\$ 124,575.36

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 5.00%]

\$ 12,217.97

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

\$ 256,577.33

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS**

\$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: ZT Consulting

\$ 42,863.04

Subconsultant 2: Earthspectives

\$ 8,436.00

Subconsultant 3: Jericho Systems

\$ 18,500.00

Subconsultant 4: Sierra Geotechnical Services

\$ 13,552.00

m) **TOTAL SUBCONSULTANTS' COSTS**

\$ 83,351.04

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)]

\$ 83,351.04

TOTAL COST [(c) + (j) + (k) + (n)]

\$ 339,928.37

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

North Round Valley Bridge Project
Resident Engineer Proposed Schedule of Values
Amendment #1
As of 9/29/2021 10:40 AM

Consultant	Original \$	Amendment #1 (Subject to Approval)	Adjusted Total	Invoice #1 1-1-21 thru 6-30-21	Invoice #2 7-1-21 thru 7-31-21	Total To Date	Remaining
FountainHead Prime	\$339,928.37			\$28,453.60	\$17,327.54		
Breakdown:							
Fountainhead In House	\$256,577.33	(\$20,870.40)	\$235,706.93	\$15,339.69	\$16,048.90	\$31,388.59	\$204,318.34
ZT Consulting	\$42,863.04	\$0.00	\$42,863.04	\$13,113.91	\$1,278.64	\$14,392.55	\$28,470.49
Earthspectives	\$8,436.00	\$0.00	\$8,436.00	\$0.00	\$0.00	\$0.00	\$8,436.00
Jericho Systems	\$18,500.00	(\$18,500.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Geode Environmental	\$0.00	\$161,200.00	\$161,200.00	\$0.00	\$0.00	\$0.00	\$161,200.00
Sierra Geotechnical Services	\$13,552.00	(\$13,552.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Eastern Sierra Engineering	\$0.00	\$13,552.00	\$13,552.00	\$0.00	\$0.00	\$0.00	\$13,552.00
Total:	\$339,928.37	\$121,829.60	\$461,757.97	\$28,453.60	\$17,327.54	\$45,781.14	\$415,976.83
Delta	\$121,829.60						

In the Rooms of the Board of Supervisors

County of Inyo, State of California

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

*Public Works –
Fountainhead
Consulting Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

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

WITNESS my hand and the seal of said Board this 7th

Day of JULY, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

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

By: _____



County of Inyo



#14

Public Works

CONSENT - ACTION REQUIRED

MEETING: July 7, 2020

FROM:

SUBJECT: North Round Valley Bridge Construction Management Contract

RECOMMENDED ACTION:

Request Board approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead construction will perform the work described in the attached 'Scope of Work' including but not limited to: contractor management, budget and schedule tracking, inspection of work, structural representation, biological monitoring, and source material inspection.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state(2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract, however this would prevent the project from moving forward.

OTHER AGENCY INVOLVEMENT:

The State of California Office of Emergency Services is funding this project at a reimbursement rate of 75%.

FINANCING:

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5717 (Construction Inspection). This project is reimbursable at a rate of 75% by the California Office of Emergency Services (DSR 3602).

ATTACHMENTS:

1. Fountainhead CM Contract - IB Signed

APPROVALS:

Jacob Trauscht	Created/Initiated - 6/29/2020
Darcy Ellis	Approved - 6/30/2020
Marshall Rudolph	Approved - 6/30/2020
Amy Shepherd	Approved - 6/30/2020
Aaron Holmberg	Approved - 6/30/2020
Michael Errante	Final Approval - 6/30/2020

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Construction Management services of Fountainhead Consulting Corporation (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 Director of Public Works, Michael Errante. 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 and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from July 7th, 2020 to December 31th, 2021 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 Director of Public Works, Michael Errante. 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 \$ 339,928.37 (initial term) \$ _____ (option 1) and \$ _____ (option 2) for a total of \$ 339,928.37 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.

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County 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 Consultant and its employees or agents in the performance of professional 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.

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

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. Further, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying 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:

Public Works	Department
_____	Address
P.O. Drawer Q	_____
_____	City and State
Independence, CA	_____

Consultant:

Fountainhead Consulting Corporation	Name
_____	Address
2400 E. Katella, Suite 800	_____
_____	City and State
Anaheim, CA 92806	_____

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management SERVICES

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

COUNTY OF INYO

By: [Signature] Signature
MATT KINGSLEY
Print or Type Name

Dated: 7/14/20

CONSULTANT

By: [Signature] Signature
Ivan Benavidez
Print or Type Name

Dated: 6/30/2020

APPROVED AS TO FORM AND LEGALITY:

[Signature] County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature] County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature] Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature] County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020

TO: December 31, 2021

SCOPE OF WORK:

business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the County on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

Scope of Work

The scope of work defined below is based on the County's current understanding of the work to be performed. The consultant shall review the design documents and environmental permits to identify any components not explicitly or implicitly included in this SOW.

Phase I – Pre-Construction

- Review RE Files provided by MGE Engineering, make or request any changes necessary
- Review plans for constructability, advise the County and design engineer
- Review contractors proposed schedule, advise the County and design engineer on potential issues
- Pre-Construction/Kick-off meeting – Attend and Participate in a Pre-construction meeting
- Verify all permits are acquired and present at site
 - Review all permit requirements
- Produce Construction oversight Plan
 - Include construction oversight schedule, to be updated weekly in coordination with contractor
 - Identify inspection and material testing requirements, frequencies, personnel required (i.e. material tester, structural inspector, bio monitor), and schedule (to be included in the construction oversight schedule)

Phase II – Construction

- Schedule, lead, and attend weekly (or as needed) construction progress meetings
 - Provide minutes and action items, to be sent to stake-holders
- Review contractor supplied critical path management schedule, update on weekly or as-needed basis

- Process Progress Payments
 - Prepare monthly quantity estimates, check against contractor invoice statements, make recommendations to the County regarding payment
- Negotiate and prepare contract change orders, in conjunction with design engineer if needed
- Provide and coordinate with additional required personnel, including but not limited to:
 - Structural representative
 - Material Tester
 - Biological monitor
- Submittals & RFIs
 - Review submittals and RFIs, including responses from design engineer, and incorporate any changes that effect required inspections/testing
 - Coordinate with design engineer regarding submittal/RFI responses, and potential changes to inspections/testing based on responses
- Provide full-time inspection services
 - Produce daily RE diaries, including but not limited to:
 - Track Contractor days
 - Track Contractor working hours including employee names
 - Subs on site
 - Major equipment on site and status
 - Description of work completed and task completion status (estimated % of total)
 - Weather
 - Catalog of stop-work and causes
 - Any QA/QC work performed including any test/inspection results, pass/fail status of test/inspection, and any comments that are important for explaining observed results
 - Keep record of all as-built changes for inclusion into the final project as-built drawings
 - Track quantities of materials used/installed
 - Ensure and document compliance with all environmental permits
 - Collect, review, and compile contractor labor compliance documents
 - Inspect construction staking to assure compliance to relevant standards
- Provide sub-contractor to perform quality control material testing services, review results for compliance with construction contract specifications.
 - Notify contractor of any failing tests
 - Provide material tester with weekly schedule up-dates and projections of coming testing requirements for following week
 - Verify material tests are performed in compliance with the County QAP
- Provide structural inspection when required
- Provide a on-site biological monitor to fulfill requirements of all environmental permits
- Public Outreach
 - Provide information to County Project manager to be distributed to public via mailings, website, or other media

Phase III – Post-Construction

- Project Closeout Tasks (Following substantial completion of work)
 - Perform site walk and create a punchlist of items to be completed by contractor (or deducted from final payment)
 - Ensure sign-off from outside agencies confirming that restoration has been completed as far as practicable
 - Generate a final quantity estimate, review final contractor payment and provide recommendations regarding payment to the County
- Generate Final Project Report to include:
 - Summary and results of all QA/QC activities (inspections, material test results, etc)
 - Incorporate submittal and RFI logs (provided by design engineer)
 - Summary of monthly progress reports

- Daily Reports
- Catalog of all as-built changes
- Summary/catalog of environmental monitoring compliance

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all responding Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Jacob Trauscht
Inyo County Public Works
PO Drawer Q
Independence, CA 93526

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCHEDULE OF FEES:

This contract shall allow the Director of Public Works to add to or modify the approved job classification list as necessary to account for personnel changes. The Director of Public Works may only approve changes to the Schedule of Fees that are not associated with an increase to the contract Not-to-Exceed amount.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date 06/26/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Eng.	Ivan Benavidez	224.00	\$ 81.00	\$ 18,144.00
Structures Representative	Javid Sharifi	616.00	\$ 78.00	\$ 48,048.00
Inspector/Office Engineer	Salvador Valdovinos	880.00	\$ 60.90	\$ 53,592.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 119,784.00
 b) Anticipated Salary Increases (see page 2 for calculation) _____
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 119,784.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
 f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
 h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 124,575.36
 j) **TOTAL INDIRECT COSTS [(c) + (g) + (i)]** \$ 124,575.36

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j) x fixed fee 5.00%]** \$ 12,217.97

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: ZT Consulting \$ 42,863.04
 Subconsultant 2: Earthspectives \$ 8,436.00
 Subconsultant 3: Jericho Systems \$ 18,500.00
 Subconsultant 4: Sierra Geotechnical Services \$ 13,552.00

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 83,351.04

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 83,351.04

TOTAL COST [(c) + (j) + (k) + (n)] \$ 339,928.37

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year		
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1	
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2	
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3	
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4	
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5	
Total Direct Labor Cost with Escalation					=	\$257,871.10	
Direct Labor Subtotal before Escalation					=	\$250,000.00	
Estimated total of Direct Labor Salary Increase					=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Ivan Benavidez Jr Title *: Project Manager / Resident Engineer

Signature : Ivan Benavidez Jr. Digitally signed by Ivan Benavidez Jr.
Date: 2020.06.26 16:37:41 -07'00' Date of Certification (mm/dd/yyyy): 06/26/2020

Email: ibenavidez@fountainheadcorp.com Phone Number: 909.512.2815

Address: 2400 E. Katella AVE, Ste 800, Anaheim Ca 92806

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project Management, Construction Management and Material Quality Assurance Testing Services.

**SGS SCHEDULE OF FEES****SERVICES**

Professional	Code	Rate
Principal Engineer/Geologist	PEG	\$155
Senior Engineer/Geologist	SEG	\$135
Project Engineer/Geologist	PG	\$120
Staff Engineer/Geologist	STEG	\$100
Environmental Geologist	EG	\$135
Senior Registered Hydrogeologist	SRH	\$205
Groundwater Geologist	SGG	\$135
Expert Witness/Deposition (4-hr min)	EW	\$255

Field Technical	Code	Rate
Certified Welding Inspector	CWI	\$125
Structural Welding Inspector	SWI	\$115
Certified Concrete/Masonry Inspector	CCI	\$115
Structural Bolting Inspector	SBI	\$115
Structural Steel Inspector	SSI	\$115
Reinforcing Steel Inspector	RSI	\$105
Epoxy/Grout Dowel Inspector	EDI	\$105
Field Engineer/Geologist	FEG	\$100
Field Groundwater Geologist	FGG	\$110
Senior Field Technician	SFT	\$90
Field Technician	FT	\$85
Source Inspector	SI	\$90
Ultrasonic Weld Testing	UST	\$155
Magnetic Particle Testing	MPT	\$155

Field Technical (Prevailing Wage)	Code	Rate
Certified Welding Inspector	CWIP	\$165
Structural Welding Inspector	SWIP	\$155
Certified Concrete/Masonry Inspector	CCIP	\$155
Structural Bolting Inspector	SBIP	\$155
Structural Steel Inspector	SSIP	\$155
Reinforcing Steel Inspector	RSIP	\$140
Epoxy/Grout Dowel Inspector	EDIP	\$140
Field Engineer/Geologist	FEGP	\$140
Field Groundwater Geologist	FGGP	\$145
Senior Field Technician	SFTP	\$120
Field Technician	FTP	\$115
Source Inspector	SIP	\$120
Ultrasonic Weld Testing	USTP	\$205
Magnetic Particle Testing	MPTP	\$205

**SGS SCHEDULE OF FEES**

<u>Office and Laboratory Technical</u>	Code	Rate
Project Coordination	PC	\$85
Laboratory Technician	LT	\$90
Office Supplies/Clerical	OS	\$65
Outside Services		115%
Job Supplies/Reproduction/Postage		115%

<u>Equipment Rental</u>	Code	Rate
Rebar Locator	RL	115%
Ultrasonic Weld Tester	UWT	115%
Magnetic Weld tester	MWT	115%
Diamond Coring Rig	DCR	\$80
Torque Wrench/Skidmore	TWS	\$80
Water Quality Probe	WQP	\$50
Water Level Sounder	WLS	\$25

<u>Vehicle, Travel, and Per Diem</u>	Code	Rate
Mileage	MI	\$.70/mi
Travel Time (200-mile max)	TT	\$85
Room and Board	RB	115%
Meals	M	\$40

LABORATORY TESTING

<u>Soils and Aggregates</u>	Code	Test Method	Rate
Proctor (Standard Effort-4")	SDC4	ASTM D698	\$225
Proctor (Modified Effort-4")	MDC4	ASTM D1557	\$230
Proctor (Modified Effort-6")	MDC6	ASTM D1557	\$250
Proctor (Rock Correction)	RC	ASTM D4718	\$160
Proctor (Check Point)	CKPT	ASTM D1557	\$55
Wet Density (Caltrans Tube)	CCT	CT 216	\$225
Durability Index	DI	ASTM D3744/CT 229	\$225
Hydrometer	HY	ASTM D422	\$215
Plasticity Index	PI	CT 204	\$305
Liquid Limit	LL	ASTM D4318	\$165
Plastic Limit	PL	ASTM D4318	\$165
R-Value (CA/NV Untreated)	RV	ASTM D2844/CT 301	115%
Sand Equivalent	SE	ASTM D2419/CT 217	\$115
Sieve Analysis	SA	ASTM C136/CT 202	\$115
Sieve Analysis with 200 Wash	SAW	ASTM C117	\$145
Specific Gravity (Coarse)	SGC	ASTM C127/CT 206	\$135
Specific Gravity (Fine)	SGF	ASTM C128/CT 207	\$135

**SGS SCHEDULE OF FEES**

Cleanness Value	CV	CT 227	\$105
Fractured/Crushed Particles	FP	ASTM D5821/CT 205	\$155
Unit Weight	UWA	CT 212	\$105

<u>Shear and Consolidation</u>	Code	Test Method	Rate
Direct Shear (Undisturbed, 3-Point)	UST	ASTM D3080	\$215
Direct Shear (Remolded, 3-Point)	RST	ASTM D3080	\$235
Consolidation (8-Point)	CON	ASTM D2435	\$355
Additional Points			\$55

<u>Concrete</u>	Code	Test Method	Rate
Compressive Test Cylinder	CCT	ASTM C39	\$43
Compressive Test Grout Sample	CTGS	ASTM C39	\$43
Compressive Test Grout Prism	CTGP	ASTM C39	\$65
Compressive Test Mortar Cylinder	CTMC	ASTM C39	\$43
Compressive Test Shotcrete Core	CTSC	ASTM C39	\$43
Oven Dry Density	ODD	ASTM C567	\$125
Equilibrium Density	EDD	ASTM C567	Request

<u>Asphalt and Pavement</u>	Code	Test Method	Rate
Asphalt Extraction by Ignition	IGN	CT 382	\$250
Aggregate Gradation of Extracted Sample	GES	CT 202	\$115
Moisture Content of Asphalt	MCA	CT 370	\$105
Specific Gravity of Asphalt Core	SGAC	CT 308	\$60
Theoretical Max Specific Gravity/Density	RICE	CT 309	\$165
Stabilometer Test	HVEEM	CT 366	115%



47 1st Street, Suite 1
 Redlands, CA 92373-4601
 (909) 915-5900

Rate Sheet

Personnel Category Rates : Charges will be made at the Category rates set forth for the time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time to and from the job site, etc.

Position Title	Assigned hourly rate for the duration of the contract
Principal In Charge	\$157.00
Senior Regulatory Specialist	\$157.00
Program Manager	\$157.00
Senior Ecologist	\$140.00
CEQA/NEPA Specialist	\$140.00
Environmental Project Manager	\$140.00
Environmental Site Manager	\$140.00
Public Outreach Specialist	\$140.00
Senior Biologist	\$140.00
FAA Licensed UAV Pilot	\$135.00
Biologist	\$128.00
Field Biologist	\$110.00
CADD/GIS Specialist	\$110.00
Project Analyst	\$105.00
General Construction Monitor	\$105.00
Administrative	\$ 65.00

Expenses Billed At Cost:

Travel (non-automobile)
 Lodging
 Auto and Truck Rentals
 Specialty Equipment and Rentals
 Delivery Services
 Printing (Blueprints, Photo Services, Color Copies
 Specialty Supplies)

Other Direct Cost:

Auto Mileage (at current IRS rate)
 Agency Permit Fees (At Cost)
 Subconsultants – Cost Plus 3%



19 Shama Circle
Crowley Lake, CA 93546

**Prevailing Wage
Pricelist 2020**

Categories	Hourly Rate
Survey crew (Prevailing Wage)	\$260
Calculation time	\$100
Project Coordination	\$100
Boundary Map Research	\$100
Drafting	\$100



ZTC Hourly Rate 2020

Type of Service	Title	Qualification	Hourly Rate
Project Management	PM	PE	\$210
Engineering Service	Senior Quality Engineer	PE / CQA	\$184.80
	Quality Engineer	PE	\$115.50
	Assistant Engineer	EIT	\$80.85
QA Source Inspection Services	QA Inspector	CWI, PCI II/III, ASNT NDT UT/MT	\$109.15 ^{1,2}
QA Field Inspection Services (Prevailing)	QA Inspector	CWI, PCI II./III, ASNT NDT UT/MT	Per DIR requirements

¹ Minimum four hours charge for inspection services

² Overtime rate applies after 8 hours on the job on the weekdays and any hours worked on Saturday, Sunday, and Holidays.

Other Direct Cost***

Item	Quantity	Approx. Unit Cost	Total Amount
Millage	TBD (Federal Rate)	\$ 0.575 / mile	TBD
Travel in-State	TBD (Caltrans Policy)	Approx. \$600 / Trip	TBD
Travel Out-of-State	TBD (Caltrans Policy)	Approx. \$1,200 / Trip	TBD
Bearing Pad / Elastomer Testing	TBD (ZTC Sub ***)	\$1,500 / Unit	TBD
Epoxy Coating Testing	TBD (ZTC Sub ***)	\$150 / Per Sample	TBD
Strand Testing	TBD (ZTC Sub ***)	\$180/ Per Test	TBD
Anchor Bolt Testing	TBD (ZTC Sub ***)	\$350 / Per Set	TBD
Hoop Testing / Couplers (<#11)	TBD (ZTC Sub ***)	\$160 / Per Sample	TBD
High Strength Bolts	TBD (ZTC Sub ***)	\$155 / per bolt set	TBD
Prestressing Components	TBD (ZTC Sub ***)	\$125 / per sample	TBD

*** This approximate cost. All the sub invoices are pass through. ZTC does not markup the subs invoices.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020

TO: December 31, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Attachment D: Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

Professional Liability (Errors and Omissions): appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher

Attachment D: Insurance Requirements for Professional Services

limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

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

Claims Made Policies

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Attachment D: Insurance Requirements for Professional Services

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

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

Special Risks or Circumstances

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

-end-



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: October 5, 2021

FROM: Office of the Sheriff

SUBJECT: Annual blanket purchase order for office supplies

RECOMMENDED ACTION:

Request Board authorize the issuance of a blanket purchase order in an amount not to exceed \$20,000, payable to Office Depot for the purchase of office supplies and replacement office furniture.

SUMMARY/JUSTIFICATION:

Over the last 5 fiscal years, the Sheriff's Department averaged spending \$20,000 with Office Depot for office supplies. We feel that the requested \$20,000 will be sufficient to see us through until the end of FY 2021-2022.

The issuance of this purchase order will not negate the requirement of getting verbal or written quotes for individual purchase in accordance with the County Purchasing Policy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not approve this request. Staff does not recommend this action. Office Depot offers government pricing discounts and 1-2 day delivery on most items.

OTHER AGENCY INVOLVEMENT:

FINANCING:

These invoices will be paid from multiple budgets, and object codes within our department budget authority. There is sufficient recommended budget between all Sheriff divisions to make these payments.

ATTACHMENTS:

APPROVALS:

Riannah Reade
Darcy Ellis

Created/Initiated - 7/21/2021
Approved - 7/21/2021

Riannah Reade
Marshall Rudolph
Amy Shepherd
Jeffrey Hollowell

Approved - 7/26/2021
Approved - 7/26/2021
Approved - 9/21/2021
Final Approval - 9/22/2021



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: October 5, 2021

FROM: Office of the Sheriff

SUBJECT: Purchase order with California Department of Justice

RECOMMENDED ACTION:

Sheriff - Request Board: A) declare California Department of Justice a sole-source provider of fingerprint verification services; and B) authorize a purchase order in an amount not to exceed \$15,000, payable to California Department of Justice for livescan services.

SUMMARY/JUSTIFICATION:

California Department of Justice is the only entity able to process and verify fingerprints. Some types of applicants/documents that need fingerprinting are: registrants, work permits, background checks, CCW (Carry Concealed Weapon) applicants and many other permits, certifications, and employment requirements as stated by law.

California Department of Justice meets Sole Source as outlined in the County Purchasing Policy:

III. PROCUREMENT OF MATERIALS, GOODS, SUPPLIES, VEHICLES, EQUIPMENT AND OTHER PERSONAL PROPERTY.

E. Exceptions to the Competitive Process/Sole Source

7. Personal property or services obtainable; a) From any other governmental agency and owned or provided by such other governmental agency

BACKGROUND/HISTORY OF BOARD ACTIONS:

We anticipate an influx of livescans once the County is re-opened after the COVID-19 restrictions are lifted.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to authorize the Purchase Order. This is not recommended by staff. Fingerprint processing is necessary for many functions throughout the County. Employment, various permits, foster care, EMT certification, and many other permits and certifications needed throughout the County of Inyo.

OTHER AGENCY INVOLVEMENT:

Auditor
Purchasing
CA DOJ

FINANCING:

Budget for this service was included in the Sheriff General budget (022700), Object Code 5265 (Professional & Special Services) requested budget.

ATTACHMENTS:

APPROVALS:

Riannah Reade	Created/Initiated - 9/8/2021
Darcy Ellis	Approved - 9/9/2021
Riannah Reade	Approved - 9/15/2021
Marshall Rudolph	Approved - 9/15/2021
Amy Shepherd	Approved - 9/21/2021
Jeffrey Hollowell	Final Approval - 9/22/2021



County of Inyo



Health & Human Services

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: October 5, 2021

FROM: Meaghan McCamman

SUBJECT: Joint Workshop with Inyo County Health and Human Services and Mammoth Lakes Housing

RECOMMENDED ACTION:

Request Board conduct joint workshop with Inyo County Health and Human Services and Mammoth Lakes Housing regarding the development of a Property Rehabilitation Program to address housing issues in Inyo County.

SUMMARY/JUSTIFICATION:

The Board is asked to conduct a workshop with Inyo County Health and Human Services and Mammoth Lakes Housing regarding the development of a Property Rehabilitation Program to address housing issues in Inyo County. The development of a Property Rehabilitation Program by Mammoth Lakes Housing, with funding from Health and Human Services, was approved by this Board in June 2020.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

Mammoth Lakes Housing

FINANCING:

ATTACHMENTS:

APPROVALS:

Meaghan McCamman

Darcy Ellis

Marshall Rudolph

Marilyn Mann

Darcy Ellis

Created/Initiated - 8/31/2021

Approved - 9/14/2021

Approved - 9/14/2021

Approved - 9/15/2021

Approved - 9/15/2021

Meaghan McCamman
Sue Dishion
Marilyn Mann

Approved - 9/15/2021
Approved - 9/16/2021
Final Approval - 9/21/2021



County of Inyo



Board of Supervisors

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 5, 2021

FROM: Clerk of the Board

SUBJECT: Annual Nomination of CSAC Board of Directors Representative and Alternate

RECOMMENDED ACTION:

Board of Supervisors - Request Board nominate from among its members a director and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for year 2021-2022.

SUMMARY/JUSTIFICATION:

The Inyo County Board of Supervisors has been asked to nominate a director and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for year 2021-2022. Supervisors nominated will be appointed by the CSAC Executive Committee to one-year terms commencing with the first day of the annual CSAC conference, scheduled this year for November 29 through December 3 in Monterey County.

CSAC's Board of Directors will be holding its first meeting of the year during the upcoming conference, on Thursday, December 2, and it is important that Inyo County has its newly appointed Board representative at the first meeting, in part because officers and Executive Committee members will be nominated at that time.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Board of Directors includes one county supervisor from each of the 58 counties plus the officers and delegates day-to-day policy and oversight functions to the Executive Committee.

Chairperson Jeff Griffiths currently serves as Inyo County's representative on the CSAC Board of Directors; Supervisor Pucci serves as the alternate.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to nominate representatives to the CSAC Board of Directors, or delay its nominations, but neither course of action is recommended.

OTHER AGENCY INVOLVEMENT:

CSAC

FINANCING:

There is no fiscal impact associated to the County with making the requested nominations.

ATTACHMENTS:

1. CSAC Board Selection Memo for 2021-22
2. CSAC 2020-21 Board of Directors
3. CSAC Board Selection Form for 2021-22

APPROVALS:

Darcy Ellis	Created/Initiated - 9/24/2021
Darcy Ellis	Final Approval - 9/24/2021



OFFICERS

President

James Gore
Sonoma County

1st Vice President

Ed Valenzuela
Siskiyou County

2nd Vice President

Chuck Washington
Riverside County

Past President

Lisa A. Bartlett
Orange County



EXECUTIVE DIRECTOR

Graham Knaus

September 15, 2021

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, Executive Director

SUBJECT: Nomination and Selection of CSAC Board of Directors Members

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the Executive Committee to a one-year term commencing with the first day of the CSAC Annual Conference. The 2021 CSAC Annual Conference will begin on Monday, November 29, 2021. Any member of your Board of Supervisors is eligible for the directorship.

Each year, the new CSAC Board of Directors holds its first official meeting at the Association's annual conference. **Thus, it is important that your county appoints a representative to participate at the first meeting on Thursday, December 2, 2021.** Enclosed is a list of current Board of Directors, along with a form for your county to notify us of your Board's nomination.

Please note that if we do not receive your 2021-2022 nomination, your current Board representative will continue to serve on our Board of Directors. It is important to note that counties have the ability to change Board representatives and/or alternates at any point throughout the year subject to final appointment by the CSAC Executive Committee.

The new Board of Directors will meet during the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2021-2022 Executive Committee and to conduct other Association business. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Korina Jones at (916) 327-7500 x 508 or by email at kjones@counties.org.

Enclosures

cc: 2020-2021 Board of Directors
Clerks, Board of Supervisors

CALIFORNIA STATE ASSOCIATION OF COUNTIES

Board of Directors

2020-2021

SECTION

U=Urban

S=Suburban

R=Rural

President:

First Vice President:

Second Vice President:

Immediate Past President:

James Gore, Sonoma

Ed Valenzuela, Siskiyou

Chuck Washington, Riverside

Lisa Bartlett, Orange

SECTION	COUNTY	DIRECTOR
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Debra Lucero
R	Calaveras County	Merita Callaway
R	Colusa County	Kent Boes
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	Sue Novasel
U	Fresno County	Buddy Mendes
R	Glenn County	Keith Corum
R	Humboldt County	Virginia Bass
S	Imperial County	Raymond Castillo
R	Inyo County	Jeff Griffiths
S	Kern County	Zack Scrivner
R	Kings County	Craig Pedersen
R	Lake County	Bruno Sabatier
R	Lassen County	Chris Gallagher
U	Los Angeles County	Kathryn Barger
R	Madera County	David Rogers
S	Marin County	Damon Connolly
R	Mariposa County	Miles Menetrey
R	Mendocino County	John Haschak
S	Merced County	Scott Silveira
R	Modoc County	Ned Coe
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Diane Dillon
R	Nevada County	Heidi Hall

U	Orange County	Lisa Bartlett
S	Placer County	Bonnie Gore
R	Plumas County	Greg Hagwood
U	Riverside County	Chuck Washington
U	Sacramento County	Sue Frost
R	San Benito County	Bea Gonzalez
U	San Bernardino County	Janice Rutherford
U	San Diego County	Nora Vargas
U	San Francisco City & County	Rafael Mandelman
U	San Joaquin County	Chuck Winn
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Carole Groom
S	Santa Barbara County	Das Williams
U	Santa Clara County	Susan Ellenberg
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Leonard Moty
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	Lynda Hopkins
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Robert Williams
R	Trinity County	Keith Groves
S	Tulare County	Amy Shuklian
R	Tuolumne County	Ryan Campbell
U	Ventura County	Kelly Long
S	Yolo County	Jim Provenza
R	Yuba County	Gary Bradford

ADVISORS

John Beiers, County Counsels' Association, Past President, San Mateo County
Frank Kim, California Association of County Executives, President, Orange County



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327-7500
Facsimile (916) 321-5047

NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2021 – 2022

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2021 – 2022 Association year beginning Monday, November 29, 2021.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference:

Yes:

No:

PLEASE RETURN TO:

Korina Jones via email at: kjones@counties.org



County of Inyo

Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 5, 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 meetings of September 7, 2021, September 14, 2021, September 21, 2021, and the Budget Hearings of September 7, 2021.

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 9/17/2021
Final Approval - 9/17/2021

Commissioners
Peter S. Silva, President
Jamul
Samantha Murray, Vice President
Del Mar
Jacque Hostler-Carmesin, Member
McKinleyville
Eric Sklar, Member
Saint Helena
Erika Zavaleta, Member
Santa Cruz

STATE OF CALIFORNIA
Gavin Newsom, Governor

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

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

Inyo County Administrator
Clerk of the Board

SEP 28 2021

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MEETING AGENDA October 14, 2021, 9:00 AM

Webinar and Teleconference

Pursuant to Executive Order N-15-21 and California Government Code Section 11133, the California Fish and Game Commission is conducting this meeting by webinar and teleconference. Commission members will participate remotely. The public may provide public comment during the public comment periods and otherwise observe remotely, consistent with the Bagley-Keene Open Meeting Act.

The meeting will be live streamed; visit www.fgc.ca.gov the day of the meeting to watch or listen. To provide public comment during the meeting, please join via Zoom Webinar or by telephone; [click here for instructions on how to join.](#)

Note: See important meeting deadlines and procedures, including written public comment deadlines, starting on page 9. Unless otherwise indicated, the California Department of Fish and Wildlife is identified as Department.

CALL TO ORDER/ROLL CALL TO ESTABLISH QUORUM

1. Consider approving agenda and order of items

GENERAL PUBLIC COMMENT

2. **General public comment for items not on the agenda**
Receive public comment regarding topics within the Commission's authority that are not included on the agenda. New petitions for regulation change submitted since the previous meeting are received under this item.
Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (sections 11125 and 11125.7(a), Government Code).

CONSENT ITEMS

Note: Items on the consent calendar are expected to be routine and non-controversial. After public comment, the Commission will consider approving items on the consent calendar in a single vote without discussion. The presiding commissioner may choose to remove any item from the consent calendar and allow a separate discussion and potential action on that item in response to a request by a Commission member, staff, or an interested person.

3. Cascades frog

Receive the Department's one-year status review report on the petition to list Cascades frog (*Rana cascadae*) as threatened or endangered under the California Endangered Species Act (CESA).

(Pursuant to Section 2074.6, Fish and Game Code)

Staff will recommend that this item be continued to a future meeting.

4. San Bernardino kangaroo rat

Receive the Department's one-year status review report on the petition to list San Bernardino kangaroo rat (*Dipodomys merriami parvus*) as endangered under CESA.

(Pursuant to Section 2074.6, Fish and Game Code)

Staff will recommend that this item be continued to a future meeting.

5. Desert pupfish

Receive the Department's five-year status review report for desert pupfish (*Cyprinodon macularius*), which is listed as endangered under CESA.

(Pursuant to Section 2077, Fish and Game Code)

Staff will recommend that this item be continued to a future meeting.

6. Mohave desert tortoise

Consider approving the Department's request for a six-month extension to deliver the one-year status review report on the petition to change the status of Mohave desert tortoise (also known as Agassiz's desert tortoise) (*Gopherus agassizii*) from threatened to endangered under CESA.

(Pursuant to Section 2074.6, Fish and Game Code)

7. Recreational clam, sand crab, and shrimp gear emergency

Discuss and consider adopting a 90-day extension of emergency regulations to prohibit use of hydraulic pump gear for recreational take of clams, including clarifying amendments to apply the gear restriction to sand crab and shrimp.

(Amend sections 29.20 and 29.80, Title 14, CCR)

DISCUSSION, ACTION, AND INFORMATIONAL ITEMS

8. Executive director's report

Receive updates from the executive director on items of note since the previous Commission meeting, including a resolution recognizing Stafford Lehr, the Department's former liaison to the Commission.

9. Department informational items: Director's and Law Enforcement Division reports

The Department will highlight items of note since the last Commission meeting.

- 10. Upper Klamath-Trinity river spring Chinook salmon**
Consider ratifying findings on the decision to list upper Klamath-Trinity river spring Chinook salmon (*Oncorhynchus tshawytscha*) as threatened under CESA.
(Pursuant to Section 2075.5, Fish and Game Code)
- 11. Northern California summer steelhead**
Consider ratifying findings on the decision to list northern California summer steelhead (*Oncorhynchus mykiss irideus*) as endangered under CESA.
(Pursuant to Section 2075.5, Fish and Game Code)
- 12. Western Joshua tree**

 - (A) Discuss and consider adopting a 90-day extension of emergency regulations for a process to take western Joshua tree (*Yucca brevifolia*) during the CESA candidacy period.
(Amend Section 749.11, Title 14, CCR; Pursuant to Sections 399 and 2084, Fish and Game Code)
 - (B) Discuss and consider adopting a 90-day extension of emergency regulations for incidental take of a limited number of western Joshua tree during its candidacy period under certain circumstances.
(Amend Section 749.12, Title 14, CCR; Pursuant to Sections 399 and 2084, Fish and Game Code)
- 13. Department informational item: Wildlife and Fisheries Division, and Ecosystem Conservation Division reports**
The Department will highlight items of note since the last Commission meeting.
- 14. Wildlife Resources Committee**
Receive summary and consider approving recommendations from the September 16, 2021 committee meeting. Discuss referred topics and consider revisions to topics and timing.

 - (A) Previous committee meeting report
 - (B) Committee work plan
- 15. Mammal hunting preference points and tag refunds**
Consider authorizing publication of notice of intent to amend regulations for big game species preference points and tag refunds.
(Amend Section 708.14, Title 14, CCR)
- 16. Tribal Committee**
Discuss referred topics and consider revisions to topics and timing. Consider approving draft agenda topics for the next committee meeting on December 14, 2021.

 - (A) Committee work plan
 - (B) Next committee meeting
- 17. Legislation and other agency regulations**
Receive updates on recent legislative activity, status of letters of support, and regulatory actions under consideration by other agencies. Consider providing direction to staff on potential actions.

- 18. Committee workload prioritization**
Receive an update on the committee workload prioritization tool and its application.
- 19. Justice, equity, diversity and inclusion**
Receive and discuss an update on developing the justice, equity, diversity, and inclusion plan.
- 20. Departmental informational item: Marine Region report**
The Department will highlight items of note since the last Commission meeting.
- 21. Marine Resources Committee**
Discuss referred topics and consider revisions to topics and timing. Consider approving draft agenda topics for the next committee meeting on November 9, 2021.
 - (A) Committee work plan
 - (B) Next committee meeting
- 22. California grunion**
Consider authorizing publication of notice of intent to amend regulations for grunion limits and season.
(Amend subsection 27.60(b) and Section 28.00, Title 14, CCR)
- 23. Experimental Fishing Permit (EFP) Program, Phase II**
Discuss proposed Experimental Fishing Permit (EFP) Program, Phase II regulations.
(Add Section 91, amend sections 90, 120.1, 149, 180, and 704, and repeal Section 149.3, Title 14, CCR)
- 24. Commercial kelp harvest permit**
Consider approving permit for Lance (Jeff) Maassen to commercially harvest *Sargassum horneri* at Anacapa Island, Ventura County, and Santa Rosa Island, Santa Barbara County, and approve permit conditions and royalty fee.
(Pursuant to subsection 165(f)(1), Title 14, CCR)
- 25. Pacific leatherback sea turtle**
Consider the petition, Department's status review report, and comments received to determine whether listing Pacific leatherback sea turtle (*Dermochelys coriacea*) as threatened or endangered under CESA is warranted.
(Pursuant to sections 2075 and 2075.5, Fish and Game Code)

26. Petitions for regulation change received at previous meetings

Consider whether to grant, deny, or refer for additional review petitions for regulation change received under general public comment at previous meetings.

Note: New petitions for regulation change will be received under general public comment. Any petitions granted today will be added to the Commission's rulemaking calendar for development and future consideration.

(Pursuant to Section 662, Title 14, CCR)

(A) Action on current petitions

- I. Petition 2021-013: Request to revise regulations for commercial market squid fishing in Monterey Bay, including changes to allowed days, times, and lighting

(B) Action on pending regulation petitions referred to staff or the Department for review

- I. Petition 2020-015: Request to amend Pacific herring regulations to exempt lampara bait nets from gear restrictions
- II. Petition 2021-001: Request to restore recreational and commercial red abalone harvest at San Miguel Island, Santa Barbara County

27. Non-regulatory requests from previous meetings

Consider and potentially act on non-regulatory requests submitted by members of the public at previous meetings.

28. Commission administrative items

- (A) Rulemaking timetable updates
- (B) Next meeting – December 15-16, 2021
- (C) New business

Adjourn

EXECUTIVE SESSION

(Not Open to Public)

At a convenient time during the regular agenda of the meeting listed above, the Commission will recess from the public portion of the agenda and conduct a closed session on the agenda items below. The Commission is authorized to discuss these matters in a closed session pursuant to Government Code Section 11126, subdivisions (a)(1), (c)(3), and (e)(1), and Fish and Game Code Section 309. After closed session, the Commission will reconvene in public session, which may include announcements about actions taken during closed session.

- (A) Pending litigation to which the Commission is a Party
 - I. Almond Alliance of California et al. v. California Fish and Game Commission and California Department of Fish and Wildlife (bumble bees California Endangered Species Act determination)
 - II. The Ballona Wetlands Land Trust v. California Fish and Game Commission (Ballona Wetlands Ecological Reserve petition for regulation change)
 - III. California Construction and Industrial Materials Association et al. v. California Fish and Game Commission (western Joshua tree California Endangered Species Act determination)
 - IV. Albert Thomas Paulek v. California Fish and Game Commission (CEQA determination regarding Section 749.10, Title 14, CCR authorizing take of western Joshua tree under section 2084)
 - V. Albert Thomas Paulek v. California Fish and Game Commission (CEQA determination regarding Sections 749.11 and 749.12, Title 14, CCR authorizing take of western Joshua tree under section 2084)
 - VI. Fall River Conservancy and California Trout v. California Fish and Game Commission and California Department of Fish and Wildlife (CEQA determination regarding amendments to inland trout regulations)
- (B) Possible litigation involving the Commission
- (C) Staffing
 - I. Executive director performance review process
- (D) Deliberation and action on license and permit items

California Fish and Game Commission Meeting Schedule

Note: As meeting dates and locations can change, please visit www.fgc.ca.gov for the most current list of meeting dates and locations.

Meeting Date	Commission Meeting	Committee Meeting
November 9, 2021		Marine Resources Teleconference
December 14, 2021		Tribal Teleconference
December 15-16, 2021	Teleconference	
January 13, 2022		Wildlife Resources Sacramento
February 16-17, 2022	Sacramento	
March 24, 2022		Marine Resources Sacramento
April 19, 2022		Tribal Monterey/Santa Cruz area
April 20-21, 2022	Monterey/Santa Cruz area	
May 19, 2022	Teleconference	
May 19, 2022		Wildlife Resources Redding
June 15-16, 2022	Los Angeles/Orange County	
July 14, 2022		Marine Resources San Diego area
August 16, 2022		Tribal Fortuna
August 17-18, 2022	Fortuna	
September 15, 2022		Wildlife Resources Los Angeles/Inland Empire area
October 12-13, 2022	Truckee	
November 17, 2022		Marine Resources Monterey area
December 13, 2022		Tribal San Diego area
December 14-15, 2022	San Diego area	

Other Meetings of Interest

Association of Fish and Wildlife Agencies

- September 18-21, 2022, Fort Worth, TX

Pacific Fishery Management Council

- November 15-22, 2021, Costa Mesa, CA
- March 8-14, 2022, San Jose, CA
- April 6-13, 2022, San Jose, CA
- June 7-14, 2022, Vancouver, WA
- September 7-14, 2022, Boise, ID
- November 2-8, 2022, Orange County, CA

Pacific Flyway Council

- February 2022 – Dates and location TBD
- August 2022 – Dates and location TBD

Western Association of Fish and Wildlife Agencies

- January 6-10, 2022, Tucson, AZ
- July 10-15, 2022 – Oklahoma City, OK

Wildlife Conservation Board

- November 18, 2021, Webinar
- 2022 – Dates and locations TBD

Important Commission Meeting Procedures Information

Welcome to a Meeting of the California Fish and Game Commission

This year marks the 152nd year of operation of the Commission in partnership with the California Department of Fish and Wildlife. Our goal is the preservation of our heritage and conservation of our natural resources through informed decision making; Commission meetings are vital in achieving that goal and we provide this information to be as effective and efficient toward that end. Welcome, and please let us know if you have any questions.

Persons with Disabilities

Persons with disabilities needing reasonable accommodation to participate in public meetings or other Commission activities are invited to contact the Department's Equal Employment Opportunity (EEO) Office at EEO@wildlife.ca.gov. Accommodation requests for facility and/or meeting accessibility and requests for American Sign Language (ASL) interpreters should be submitted at least two weeks prior to the event. Requests for real-time captioners should be submitted at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met. If a request for an accommodation has been submitted but is no longer needed, please contact the EEO Office immediately.

Stay Informed

To receive meeting agendas and regulatory notices about those subjects of interest to you, visit the Commission's website, www.fgc.ca.gov, to sign up on our electronic mailing lists.

Submitting Written Comments

The public is encouraged to comment on any agenda item. Submit written comments by one of the following methods: E-mail to fgc@fgc.ca.gov; mail to California Fish and Game Commission, P.O. Box 944209, Sacramento, CA 94244-2090; deliver to California Fish and Game Commission, 715 P Street, 16th Floor, Sacramento, CA 95814 (you must call at least 24 hours in advance to arrange delivery). Materials provided to the Commission may be made available to the general public.

Comment Deadlines

The **Comment Deadline** for this meeting is **5:00 p.m. on September 30, 2021**. Written comments received at the Commission office by this deadline will be made available to Commissioners prior to the meeting.

The **Supplemental Comment Deadline** for this meeting is **noon on October 8, 2021**. Comments received by this deadline will be made available to Commissioners at the meeting.

Petitions for Regulation Change

Any person requesting that the Commission adopt, amend, or repeal a regulation must complete and submit form FGC 1, *Petition to the California Fish and Game Commission for Regulation Change* (as required by Section 662, Title 14, CCR), available at <https://fgc.ca.gov/Regulations/Petition-for-Regulation-Change>. To be received by the Commission at this meeting, petition forms must have been delivered by the **Supplemental Comment Deadline**. Petitions received at this meeting will be scheduled for consideration at the next regularly scheduled business meeting, unless the petition is rejected under staff review pursuant to subsection 662(b), Title 14, CCR.

Non-Regulatory Requests

All non-regulatory requests will follow a two-meeting cycle to ensure proper review and thorough consideration of each item. All requests submitted by the **Supplemental Comment Deadline** (or heard during general public comment at the meeting) will be scheduled for receipt at this meeting and scheduled for consideration at the next regularly scheduled business meeting.

Speaking at the Meeting

To speak on an agenda item, please “raise” your hand either through the Zoom function or by pressing *9 once on your phone when prompted at the beginning of the agenda item.

1. Speakers will be called one at a time; please pay attention to when your name is called.
2. When addressing the Commission, give your name and the name of any organization you represent, and provide your comments on the item under consideration.
3. If there are several speakers with the same concerns, please appoint a spokesperson and avoid repetitive testimony.
4. The presiding commissioner will allot between one and three minutes per speaker per agenda item, subject to the following exceptions:
 - a. Individuals may receive advance approval for additional time to speak if requests for additional time to speak are received by email or delivery to the Commission office by the **Supplemental Comment Deadline**. The president or designee will approve or deny the request no later than 5:00 p.m. two days prior to the meeting.
 - b. An individual requiring an interpreter is entitled to at least twice the allotted time pursuant to Government Code Section 11125.7(c).
 - c. An individual may receive additional time to speak to an agenda item at the request of any commissioner.

Visual Presentations/Materials

All electronic presentations must be submitted by the **Supplemental Comment Deadline** and approved by the Commission executive director before the meeting.

1. Electronic presentations must be provided by email to fgc@fgc.ca.gov.
2. All electronic formats must be Windows PC compatible.

Commissioners
Peter S. Silva, President
Jamul

Samantha Murray, Vice President
Del Mar

Jacque Hostler-Carmesin, Member
McKinleyville

Eric Sklar, Member
Saint Helena

Erika Zavaleta, Member
Santa Cruz

STATE OF CALIFORNIA
Gavin Newsom, Governor

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

Melissa Miller-Henson
Executive Director
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Sacramento, CA 94244-2090
(916) 653-4899
fgc@fgc.ca.gov
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September 24, 2021

TO ALL AFFECTED AND INTERESTED PARTIES:

This is to provide you with a copy of the Notice of Proposed Changes in Regulations concerning the Experimental Fishing Permit Program (Phase II). This notice will be published in the California Notice Register on September 24, 2021.

Sincerely,

Jenn Greaves
Associate Governmental Program Analyst

Attachment

RECEIVED

SEP 23 2021

Inyo County Administrator
Clerk of the Board

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, 205, 713, 1022, 1050, 7071, 7078, 7701, 7708, 8026, 8425, 8429.5, 8491, 8500, 8591, 8841 and 8842 of the Fish and Game Code and to implement, interpret or make specific sections 200, 205, 713, 1022, 1050, 7070, 7071, 7075, 7078, 7083, 7700, 7701, 7702, 7702.1, 7703, 7704, 7705, 7706, 7707, 7708, 7709, 7710.1, 7710.5, 8026, 8425, 8429.5, 8429.7, 8490, 8491, 8500, 8591, 8841, 8842, 9000, 9000.5, 9001, 9001.6, 9001.7, 9001.8, 9002, 9002.5, 9003, 9004, 9005, 9006, 9007, 9008, 9010, 9011, 9015, 12159 and 12160 of said Code, proposes to amend sections 90, 120.1, 149, 180 and 704, add Section 91 and repeal Section 149.3, Title 14, California Code of Regulations (CCR), relating to implementation of Experimental Fishing Permit (EFP) Program (Phase II) and repeal of nonoperational experimental market squid vessel permits.

Informative Digest/Policy Statement Overview

Unless otherwise specified, all section references in this document are to Title 14, CCR.

The California Department of Fish and Wildlife (Department) is recommending that Commission add new Section 91, which will establish a state Experimental Fishing Permit (EFP) Program for marine fisheries. This regulatory proposal will also amend current regulations in sections 90, 120.1, 180, and 704 for consistency with recent changes in the Fish and Game Code (FGC) pertaining experimental marine fishing activities and amend Section 149 and repeal Section 149.3 to remove nonoperational experimental market squid vessel permit provisions to harmonize the regulations associated with experimental fishing activities and avoid confusion with the use of the term “experimental” in reference to other permits outside the scope of the EFP Program.

The proposed regulations will implement Assembly Bill (AB) 1573, also known as the California Fisheries Innovation Act of 2018, which became effective on January 1, 2019. This legislative action repealed the experimental gear permit (EGP) provisions in FGC Section 8606 and added new FGC Section 1022, providing for an EFP program to facilitate fishery-related exploration and experimentation to inform state management of commercial and recreational fisheries.

Under current regulations (Section 90), EFPs may be issued only to those applicants previously approved by the Commission in 2018 to receive an experimental gear permit to participate in a collaborative research program evaluating the potential of a brown box crab fishery in California (box crab program). Section 90 regulations (EFP Program Phase I) implement, in part, AB 1573, ensuring that the current experimental box crab fishery research program can continue while a larger programmatic rulemaking (EFP Program Phase II) can be developed to build out an EFP program pursuant to FGC Section 1022. Requests for new EFPs cannot be accommodated until EFP Program Phase II regulations (this rulemaking) are in place.

The proposed regulations will add new Section 91, “Marine Fisheries: Experimental Fishing Permit Program,” which will establish the procedures for application submittal, Department review, public notice and comment, Commission approval, and Department issuance and administration of new EFPs. Specifically, Section 91 will:

- describe the purposes and scope of the EFP Program (subsection 91(a));

- define terms and phrases used within the proposed regulations (subsection 91(b));
- establish the application procedures and fees, including pre-application consultation and application requirements (subsection 91(c));
- establish the process for reviewing and accepting EFP applications by the Department (subsection 91(d));
- establish the process for public notice of and comment on an EFP application (subsection 91(e));
- establish the process for Commission action on an EFP application, including the requirement for grounds for permit denial (subsection 91(f));
- establish the process for Department issuance of an EFP (subsection 91(g));
- establish the permit standard terms are set forth on form DFW 1103 (subsections 91(h));
- establish that permit special conditions may be placed on an EFP for research purposes and the conservation of marine resources and the environment and are specified on form DFW 1103 (subsection 91(i));
- establish that it is unlawful to operate an EFP in violation of the permit standard terms and special conditions (subsection 91(j));
- describe the types of updates and amendments that may be made to an approved EFP (subsection 91(k));
- describe the annual and final reporting requirements for EFPs (subsection 91(l));
- establish the permit tiers and annual permit fees, including a permit fee reduction option (subsection 91(m));
- describe the term of the EFP and the permit renewal process (subsection 91(n));
- describe the causes and procedures for permit suspension, revocation, cancellation, or non-renewal (subsection 91(o)); and
- establish the process for reconsideration (subsection 91(p)).

In addition, Section 90 is proposed to be amended to add a sunset provision (subsection 90(f)) specifying that this section shall expire on April 1, 2023, which is the project end date of the Box Crab EFPs. Additionally, the title of Section 90 will be amended to read "Issuance of Box Crab Experimental Fishing Permits" and a new provision will be added (subsection 90(g)) to make clear

that Section 90 applies only to the EFPs issued for the box crab program, and that the requirements of proposed Section 91 will not affect the Box Crab EFPs.

Section 704 will be amended to add fee items to the EFP fee schedule pertaining to Phase II, which includes an application fee, initial permit issuance fee, annual permit fees for Tiers 1–4 EFPs, and minor and major amendment fees. In addition, new form DFW 1103 (NEW 04/06/21), Marine Fisheries: Experimental Fishing Permit Terms and Conditions, is proposed to be incorporated by reference in Section 704 as it would be unduly expensive and impractical to publish in Title 14, CCR. This form, containing the EFP number, a description of the authorized activity, a list of all persons and vessels conducting activities under the EFP, and a list of the permit standard terms and special conditions, is required for all EFPs and is necessary for compliance with Section 91 and FGC Section 1022.

Amendments to regulations in sections 120.1, and 180 are necessary to reflect changes in the FGC pursuant to AB 1573 and ensure consistency with the proposed regulations.

Amendments to regulations in Section 149 would eliminate cross reference to Section 149.3 for experimental market squid vessel permits and nonoperational provisions of Section 149.3 would be repealed. Future experimental fishing for market squid will be subject to the Phase II aspect of the EFP Program.

Other minor, non-substantive editorial changes (subsection renumbering) to Section 704 are proposed to improve clarity and consistency of the regulations. Non-substantive updates are proposed to the authority and reference citations for Section 180 to list sections individually.

Benefit of the Regulations

The Legislature has declared that well-supervised, strategic experimentation that tests hypotheses and/or new management approaches and that aligns with overarching state management goals and research priorities would likely accelerate the development of innovative scientific and technology tools for improving state fisheries management. It is the policy of the state to establish an EFP Program that fosters collaborative and cooperative marine fisheries research that renders critical information for designing policies and management strategies to better protect California's ocean ecosystems and the fisheries and coastal communities they support. The proposed regulations would establish a state process for integrating innovation, science, management, and leveraging collaboration with the fishing industry and research entities to fill data gaps and address priority research questions necessary to manage the long-term sustainability of state fisheries and other marine living resources. This rulemaking would provide a path for innovation and research in the existing management system by permitting limited exemptions from state fishing law and regulations for experimental fishing activities.

The benefits of the proposed regulations include valuable and productive fisheries research for state managed fisheries to meet the challenges of rapid changes in ocean conditions and the climate; promotion of collaboration with stakeholders to develop information available for management and, in some cases, inform the development of fisheries management plans; and consistency with the goals of the Marine Life Management Act (FGC Section 7050 et seq.). The proposed regulations will provide benefits by reducing the regulatory burden for stakeholders to pursue on-the-water

experimentation and exploration that will improve or provide for new opportunities for fishing, provide stronger protections for marine habitats, and ensure long-term sustainable fisheries in California.

Consistency and Compatibility with Existing Regulations

The proposed regulations are neither inconsistent nor incompatible with existing state regulations. Section 20, Article IV, of the state Constitution specifies that the Legislature may delegate to the Commission such powers relating to the protection and propagation of fish and game as the Legislature sees fit. The Legislature has delegated to the Commission the power to regulate the review, approval, and issuance of experimental fishing permits that authorize commercial or recreational marine fishing activity that is otherwise prohibited by law (FGC Section 1022). No other state agency has the authority to promulgate experimental fishing permit regulations. The Commission has reviewed its own regulations and finds that the proposed regulations are neither inconsistent nor incompatible with existing state regulations. The Commission has searched the CCR for any regulations regarding the review, approval, and issuance of experimental fishing permits and has found no such regulation; therefore, the Commission has concluded that the proposed regulations are neither inconsistent nor incompatible with existing state regulations.

Public Participation

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 Thursday, October 14, 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 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 Thursday, December 16, 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 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 5:00 p.m. on December 2, 2021 at the address given below, or by email to FGC@fgc.ca.gov. Written comments mailed, or emailed to the Commission office, must be received before 12:00 noon on December 10, 2021. All comments must be received no later than December 16, 2021, during the webinar/teleconference hearing. If you would like copies of any modifications to this proposal, please include your name and mailing address. Mailed comments should be addressed to Fish and Game Commission, 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. 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, Executive Director, Fish and Game Commission, 715 P Street, 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 Jenn Greaves at FGC@fgc.ca.gov or at the preceding address or phone number. **Marina Som, Environmental Scientist, Department of Fish and Wildlife, has been designated to respond to questions on the substance of the proposed regulations. Ms. Som can be reached at (858) 467-4229 or Marina.som@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. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

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

Impact of Regulatory Action/Results of the Economic Impact Assessment

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

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

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.

No businesses are expected to be negatively impacted by the proposed regulations because the regulations are voluntary to those who will seek an EFP. The actual number of businesses that may be impacted by the proposed regulations is unknown, but based on estimates and interest from stakeholders may range around 100 businesses amongst commercial fisheries, commercial passenger fishing vessels (CPFVs), or partnerships of these types of business with research organizations. The proposed regulations implement a process for the Commission to authorize and the Department to issue EFPs. The economic impact to the state is anticipated to be unchanged with no adverse impacts to California businesses or their ability to compete with other businesses in other states.

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

The Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses or the expansion of

businesses in California. The proposed regulations would establish a framework for permitting marine fishing activities that are otherwise prohibited under the FGC or state regulations that can improve the management of state fisheries, including but not limited to improving the sustainability of state marine fisheries, efficiency of fishing effort, and reducing capture/discard of non-target species. Any future management action stemming from the outcome of the EFP research will need to be addressed in a separate rulemaking process.

The Commission anticipates indirect benefits to the health and welfare of California residents. Providing opportunities for experimental fishing activities promotes the development of information available for the conservation and sustainable use of California's marine resources which provide valuable economic, aesthetic, recreational, educational, scientific, nutritional, social, and historic benefits to the people of the state.

The Commission does not anticipate any benefits to worker safety because the proposed regulations would not have any impact on working conditions.

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:

The proposed regulations are necessary to fully implement a state EFP Program in accordance with FGC Section 1022. California businesses may elect to participate in the EFP program and will likely do so if they perceive that the cost of the EFP fees will yield an economically beneficial result from the authorized experimental marine fishing activities. Applicants and EFP holders will incur costs related to application review, EFP issuance, and oversight on EFP implementation by the Department. The proposed EFP fee items include application fee (\$153.25), initial permit issuance fee (\$880.50), permit fee based on the specific permit tier (Tier 1 \$450.50, Tier 2 \$1,063.50, Tier 3 \$4,471.00, Tier 4 \$9,786.50), and amendment fees (minor \$191.50, major \$455.75). The proposed fees are necessary to recovery a portion of the implementation and administrative costs of the Department relating to the EFP, as provided under FGC subdivision 1022(g).

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

There will be ongoing costs for the Department to implement the EFP Program. A portion of these costs would be offset by the proposed EFP Program fees which were determined using a "minimum" cost recovery approach. The Department conducted a Cost Recovery Analysis (Attachment 1 to the Initial Statement of Reasons) to evaluate the full range of cost recovery for Department and Commission staff time. The analysis includes a "minimum," "mid," and "high" cost recovery for permit fees. Recognizing the potential benefit of the EFP Program to the state, the Department opted for "minimum" cost recovery of permanent staff time and enforcement (i.e., recovery of only certain aspects of costs at the lowest level of functioning service) and not to pursue full cost recovery as provided by Fish and Game Code subdivision 1022(g).

There are no cost or savings in federal funding to the state.

(e) Nondiscretionary Costs/Savings to Local Agencies:

None.

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

None.

(g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code:

None.

(h) Effect on Housing Costs:

None.

Effect on Small Business

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

Consideration of Alternatives

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

FISH AND GAME COMMISSION

Melissa Miller-Henson
Executive Director

Dated: September 10, 2021