



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA

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

**NOTICES TO THE PUBLIC:** (1) This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA). The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto:boardclerk@inyocounty.us). Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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

### REGULAR MEETING February 7, 2023

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

#### Start Time

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

#### CLOSED SESSION

- 2) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.
- 3) **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator.

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

- 10 A.M.**
- 4) **Pledge of Allegiance**
  - 5) **Report on Closed Session as Required by Law**
  - 6) **Introductions** - The following new employees will be introduced to the Board: Jennifer Mills, Office Technician II, Environmental Health; and Cathy Rigney, HHS Specialist II, and Melissa Witting, Administrative Assistant to the HHS Director, HHS.
  - 7) **County Department Reports**
  - 8) **Public Comment**  
Comments may be time-limited

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

- 9) **Approval of Board of Supervisors Meeting Minutes**  
Clerk of the Board | Darcy Ellis  
  
**Recommended Action:** Request Board approve the minutes of the regular Board of Supervisors meetings of January 10 and January 17, and the special meeting of January 24, 2023.
- 10) **2023 Legislative Platform**  
County Administrator | Nate Greenberg  
  
**Recommended Action:** Request Board adopt the Inyo County 2023 Federal Legislative Platform.
- 11) **Acceptance of Local Agency Technical Assistance Grant**  
County Administrator - Information Services | Scott Armstrong  
  
**Recommended Action:** Request Board accept the Local Agency Technical Assistance (LATA) grant from the State of California, and authorize the Chairperson to sign the LATA Grant Consent Form.
- 12) **CPS Human Resources Agreement Amendment**  
County Administrator - Personnel | Keri Oney  
  
**Recommended Action:** Request Board ratify and approve the Amendment to the CPS HR Consulting services agreement with an updated term of January 5, 2023 through March 31, 2023, and authorize the Assistant County Administrator to sign.



13) **AB 361 Findings Regarding Remote Board of Supervisors Meetings**

County Counsel | John Vallejo

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

14) **Data Sharing Agreement Provided by Cal HHS**

Health & Human Services | Marilyn Mann

**Recommended Action:** Request Board approve the Data Sharing Agreement between the County of Inyo and California Health and Human Services (Cal HHS) for the provision of data sharing policy and procedures issued statewide, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained.

15) **Fiscal Year 2022-2023 Children's Medical Services (CMS) Plan**

Health & Human Services - Health/Prevention | Marilyn Mann

**Recommended Action:** Request Board ratify and approve the CMS Plan for Fiscal Year 2022-2023 to ensure the continuation of children's medical services in Inyo County, and authorize the Chairperson to sign certification statements.

16) **Amendment No. 1 to Helix Environmental Planning, Inc. Contract**

Planning Department | Cathreen Richards

**Recommended Action:** Request Board ratify and approve Amendment No.1 to the contract between the County of Inyo and the Helix Environmental Group Inc. to amend Section 2 – Term of the agreement to be April 1, 2022 through November 30, 2023; and, authorize the Chairperson to sign.

17) **Request to Reserve Portuguese Joe Campground**

Public Works - Parks & Recreation | Michael Errante

**Recommended Action:** Request Board approve the request from Mr. Allan Johnson to reserve all campsites at Portuguese Campground, October 5 through October 8, 2023.

18) **Request to Reserve Tinnemaha Campground**

Public Works - Parks & Recreation | Michael Errante

**Recommended Action:** Request Board approve the request from the Moontribe Collective to reserve all campsites at Tinnemaha Creek Campground, June 1 through June 5, 2023.

19) **Road Closure for Frontier California Encroachment Permit E23-05**

Public Works | Michael Errante

**Recommended Action:** Request Board approve the closure of "C" Street, between Begole and East Locust streets in Lone Pine, between the hours of

8:30 a.m. and 4:00 p.m. on February 21-22, 2023 for the purpose of Frontier California installation of +/- 329 linear feet of aerial cable on existing aerial leads.

20) **Road Closure for T&T Truck and Crane Service Encroachment Permit E22-54**

Public Works | Michael Errante

**Recommended Action:** Request Board approve the closure of Highland Drive in Bishop, between the hours of 8:30 a.m and 4:00 p.m on Wednesday, February 22, 2023, for the purpose of Southern California Edison's use of a crane to replace utility poles.

21) **Amendment No. 1 to Cardno, Inc. Contract**

Public Works | Michael Errante

**Recommended Action:** Request Board approve Amendment No. 1 to the contract between the County of Inyo and Cardno, Inc of Zephyr Cove, NV, increasing the "Do Not Exceed" amount from \$402,545.86 to \$508,736.67, amending Attachment "A" Scope of Work, amending Attachment "B" Schedule of Fees, and amending Section 2 to change the end date of the contract from June 30, 2023 to October 31, 2024, for the Lone Pine Town Streets Project, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**REGULAR AGENDA - MORNING**

22) **Caltrans Presentation of the California Road Charge Pilot Study**

Public Works | Justine Kokx

40 minutes (20min. Presentation / 20min. Discussion)

**Recommended Action:** Request Board hear a presentation from Caltrans staff regarding the California Road Charge Pilot Study.

23) **Annual Appointment of Representatives to Tribal Consultation Committees**

Planning Department | Cathreen Richards

5 minutes (2.5min. Presentation / 2.5min. Discussion)

**Recommended Action:** Request Board appoint two of its members to each of the five Tribal Consultation Committees, in accordance with the County's Tribal Consultation Policy (attached).

24) **Email Retention Policy**

County Counsel | Grace Chuchla

15 minutes (5min. Presentation / 10min. Discussion)

**Recommended Action:** Request Board approve Resolution No. 2023-04 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting an Email Retention Policy," and authorize the Chairperson to sign.

- 25) **Presentation on Inyo County Housing Efforts**  
County Administrator | Meaghan McCamman  
20 minutes (10min. Presentation / 10min. Discussion)

**Recommended Action:** Request Board receive presentation on the current status of Inyo County housing efforts and provide feedback to staff as appropriate.

### **LUNCH**

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

### **REGULAR AGENDA - AFTERNOON**

- 27) **Presentation on Information Services Department**  
County Administrator - Information Services | Scott Armstrong  
30 minutes (20min. Presentation / 10min. Discussion)

**Recommended Action:** Request Board receive presentation on the Information Services Department.

- 28) **Presentation on the Office of the Public Administrator/Public Guardian**  
Public Administrator-Public Guardian | Patricia Barton  
20 minutes (15min. Presentation / 5min. Discussion)

**Recommended Action:** Request Board hear presentation about the Office of the Public Administrator/Public Guardian.

### **ADDITIONAL PUBLIC COMMENT & REPORTS**

- 29) **Public Comment**  
Comments may be time-limited
- 30) **Board Member and Staff Reports**  
Receive updates on recent or upcoming meetings and projects

### **CORRESPONDENCE - INFORMATIONAL**

- 31) **Treasurer-Tax Collector:** Treasury Status Report - Quarter Ending December 31, 2022
- 32) **California Fish & Game Commission:** A) Revised agenda for Feb. 8-9 Commission meeting being held in Sacramento and via webinar; B) Notice of Proposed Changes in Regulations related to elk hunting; and C) Notice of Proposed Changes in Regulations related to waterfowl, migratory, American coot and common moorhen.



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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2022-3387

### Pledge of Allegiance Clerk-Recorder

ITEM SUBMITTED BY

ITEM PRESENTED BY

RECOMMENDED ACTION:

BACKGROUND / SUMMARY / JUSTIFICATION:

FISCAL IMPACT:

<b>Funding Source</b>	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	<b>Budget Unit</b>	
<b>Budgeted?</b>	Yes / No	<b>Object Code</b>	
<b>Recurrence</b>	One-Time Expenditure / Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Darcy Ellis  
Darcy Ellis  
Darcy Ellis  
Keri Oney

Created -

John Vallejo  
Amy Shepherd  
Nate Greenberg



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DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2023-3468

### Approval of Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

#### ITEM SUBMITTED BY

Assistant Clerk of the Board

#### ITEM PRESENTED BY

Darcy Ellis, Assistant Clerk of the Board/Public Relations Liaison

#### RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meetings of January 10 and January 17, and the special meeting of January 24, 2023.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

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

#### FISCAL IMPACT:

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

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### ATTACHMENTS:

**APPROVALS:**

Darcy Ellis	Created/Initiated - 1/25/2023
Darcy Ellis	Final Approval - 1/25/2023



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## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2023-3456

### 2023 Legislative Platform County Administrator ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

#### RECOMMENDED ACTION:

Request Board adopt the Inyo County 2023 Federal Legislative Platform.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County employs the services of The Ferguson Group, which specializes in representing public and private entities in Washington, D.C. in a wide array of capacities, including federal funding, grants, as well as legislative and regulatory issues.

On January 17, Ms. More presented the Inyo County 2023 Federal Legislative Platform for Board approval, and the Board requested revisions at that time. The attached documents include those revisions. If approved, this document will be distributed to legislators to make them aware of our local, rural issues so they may better lobby for our interests. Adoption of this document also allows each Board member the flexibility to take the position identified in the document, on behalf of the Board, without waiting for a full vote of the Board. Conversely, when confronted with an issue that is not listed in this document, that issue will need Board approval before an Inyo County position may be presented in a letter or other form of advocacy.

#### FISCAL IMPACT:

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

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:



Not approve.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Inyo County 2023 Federal Leg Agenda - Redline for final approval
2. Inyo County 2023 Federal Leg Agenda - Clean for final approval

**APPROVALS:**

Darcy Ellis

Nate Greenberg

Created/Initiated - 1/31/2023

Final Approval - 2/1/2023



# Inyo County, CA

## 2023 Federal Platform

Approved by Board of Supervisors on February 7, 2023





## County of Inyo, CA

### Board of Supervisors

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**Trina Orrill**

First District

**Jeff Griffiths**

Second District

**Scott Marcellin**

Third District

**Jennifer Roeser**

Fourth District

**Matt Kingsley**

Fifth District

***Nate Greenberg***

***County Administrative Officer***

County Administrative Center

224 North Edwards

Independence, CA 93526



# County of Inyo, CA

## 2023 Federal Priorities

Inyo County was established on March 22, 1866 and is the second largest county in California at 10,227 square miles. However, the County is sparsely populated with more than 19,000 calling it home. The community of Independence serves as the County Seat. Inyo County is a land of magnificent natural diversity, from Mount Whitney, the highest peak in the lower 48 states, to Death Valley, the lowest point in the U.S. Inyo County has a rich indigenous history, as well as a legacy that also traces its roots to pioneering, mining, railroading, ranching, and farming. Much of this history is not only on display today in museums and cultural centers throughout the County, but in the culture, livelihoods, and family trees of those who call Inyo County home. Robust in natural resources and beauty, Inyo County strives to support the cultural and historical values of its communities, protect and enhance its natural environment, and preserve a rural quality of life.



Rural and Isolated  
Communities



Economic  
Development



Resource & Land  
Management



Infrastructure



# Rural and Isolated Communities



Isolated Communities	<ul style="list-style-type: none"><li>• Seek funding and support programs that provide services to isolated communities including construction of community facilities.</li></ul>
Health and Well Being	<ul style="list-style-type: none"><li>• Seek funding and support programs to improve access to health services including mental health, substance abuse programs, emergency services, community health clinics, and hospitals.</li></ul>
Emergency Response	<ul style="list-style-type: none"><li>• Support and seek funding for projects and programs that support emergency and disaster preparedness, response and management.</li></ul>
Public Safety	<ul style="list-style-type: none"><li>• Support funding and programs for public safety initiatives including search and rescue activities, law enforcement communications, and public safety equipment.</li></ul>
Fire Protection	<ul style="list-style-type: none"><li>• Seek funding and support programs for fire protection enhancements including ensuring community access to fire stations and fire fighting services.</li></ul>
Community Facilities and Parks	<ul style="list-style-type: none"><li>• Support funding and programs for the construction programming of projects for community museums, libraries, and parks.</li></ul>
Youth Population	<ul style="list-style-type: none"><li>• Support programs that provide assistance to the County's younger populations including access to early childhood education services, afterschool programming, and juvenile justice programs.</li></ul>
Emergency Medical Services	<ul style="list-style-type: none"><li>• Sustaining Advanced Life Support (ALS) and Basic Life Support (BLS) ambulance service in rural and isolated communities is complex and expensive. Seek funding and support programs that develop and support the elements necessary to make such an initiative successful.</li></ul>
Veterans Services	<ul style="list-style-type: none"><li>• Seek funding to enhance services to the County's veterans, including through the veterans center and veterans housing.</li></ul>
Aging Population	<ul style="list-style-type: none"><li>• Support programs and seek funding for services that assist the County's aging population.</li></ul>

# Economic Development



## Opportunity Zones

- Support development of plan and strategy to encourage private investment in public infrastructure projects through programs such as the Opportunity Zone private tax incentives.

## U.S. Census

- Monitor U.S. Census development process in particular to definitions and impacts to rural communities.

## Digital 395 and Statewide Middle-Mile Initiatives

- Support development, expansion, and implementation of regional broadband initiatives which construct Middle Mile routes and focus on deployment of high-quality Last Mile broadband to customers.

## Bishop Airport

- Support development and expansion of Bishop Airport to increase services of commercial and general aviation uses that support and spur regional economic development.

## Housing

- Advocate and support initiatives and programs that provide additional housing and encourage diversity in housing availability in the County.

## Recreation and Tourism

- Support programs and activities that enhance and protect tourism in the region and recreation on federal lands and within federal parks. Support programs that provide assistance to local economies based on tourism and recreation.

## Tribal Partnerships

- Support programs and activities that prioritize funding for initiatives based on collaborative partnerships between local agencies and Tribal entities.

## Small Businesses

- Support programs and activities that provide assistance to small businesses and promote entrepreneurship.

# Resource and Land Management



## PILT Funding

- Support legislation and budget efforts that continue to maximize the Payment in Lieu of Taxes (PILT) and Secure Rural Schools (SRS) programs.

## Fuels Management

- Support programs that enhance fuel management activities on federal lands.

## Federal Lands Management

- Support funding for federal lands management agencies and programs.

## Wildfire Preparedness

- Support programs that help prevent, mitigate, and respond to wildfires.

## Recreation

- Seek funding and support programs that protect and enhance recreational activities on public lands.

## Federal Land Management Agencies

- Support efforts that foster partnerships and enhance relationships with local agencies and federal land management agencies including the Inyo National Forest, the National Park Service, and the Bureau of Land Management.

## Mining Industry

- Seek support of changes to mining claims forms that allow for efficient and timely filing of mining claims.

## Cannabis

- Support administrative and regulatory procedures, including banking, related to the cannabis industry that protect local authority and protect the public.

# Infrastructure



## Drinking Water

- Seek funding and support programs that delivery reliable and clean drinking water through resilient infrastructure.

## Wastewater Infrastructure

- Seek funding and support programs that provide wastewater treatment infrastructure and services to communities in a cost efficient matter.

## Local Transportation Projects

- Seek funding and support programs for local transportation projects throughout the County including those related to highways, local streets and roads, trails, transit, pedestrians, and electric vehicles.

## Broadband and Connectivity

- Seek funding for broadband expansion, broadband adoption, telecommunications improvements, technology infrastructure projects, and other technology advancements throughout the County. Seek funding and support programs to provide communication infrastructure, including broadband and cellular services to remote rural communities.

## Environmental Review and Project Delivery

- Support changes to federal law that encourage a more efficient and streamlined environmental review and project delivery process and allow public infrastructure projects to be constructed more efficiently and effectively.

## Electric and Power Utilities

- Seek funding and support programs that provide electric and power utility services to communities in a cost effecient manner.





# County of Inyo, California

## 2023 Legislative Platform

### AGRICULTURE/WEIGHTS & MEASURES

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1. **Support** full cost recovery for new agricultural programs.
2. **Support** continued funding of weed management programs.
3. **Support** authority for USDA to set up cooperative agreements with states for pest exclusion programs.
4. **Support** control and mitigation for the spread of invasive species to protect, conserve and restore public and private lands.
5. **Support** efforts to provide and protect local authority for device registration fees.
6. **Oppose** efforts by State agencies to usurp Agricultural Commissioner's permitting authority for the spraying of pesticides on irrigated lands.
7. **Oppose** efforts to ban the use of rodenticide for agricultural and public health purposes in California.

### CANNABIS

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1. **Oppose** legislation that would diminish local authority over commercial cannabis regulation.
  2. **Support** legislation that provides the state's tribes a mechanism for entering California's legal cannabis marketplace without sacrificing their sovereign status, while also preserving local governments' right to protect against or require mitigation for associated impacts to their jurisdictions from any commercial cannabis activity on adjacent lands, including Tribal land.
  3. **Support** a statewide regulatory scheme for medical cannabis and/or adult use cannabis that ensures counties have the ability to set regulatory standards based on local needs and priorities, and seek to ensure the County is adequately resourced as regulations and state laws are implemented.
  4. **Support** efforts to study the impacts of cannabis use and legalization on the public's health, particularly on the impacts on youth brain development.
  5. **Support** legislation to increase cannabis surveillance, education, youth prevention, responsible adult use, and drugged driving prevention.
-



6. **Support** efforts to mitigate community level harms from commercial cannabis operations, such as overconcentration as well as clustering with alcohol and tobacco retailers.
7. **Support** continued Federal and State funding to aid local jurisdictions in the eradication of illegal, environmentally destructive marijuana grow operations on public and/or private land.
8. **Monitor** legislation establishing policy programming requirements for education and environmental prevention efforts for Cannabis.
9. **Oppose** policy programming requirements for education and environmental prevention efforts for Cannabis Tobacco Control funding that mirror those established for Tobacco Control funding.

## CHILD SUPPORT

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1. **Support** legislation that would protect existing State and Federal funding for local child support programs.
2. **Support** policies, funding and services for non-custodial parents that promote self-sufficiency and ability to care for their child(ren).
3. **Oppose** any recommendations that would reduce Federal financial participation in child support programs.

## COUNTY OPERATIONS

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1. **Support** full funding of the Public Library Fund in future State budgets.
  2. **Support** legislation to provide opt-in as opposed to opt-out for receiving electronic sample ballots.
  3. **Support** legislation that requires counties to be reimbursed for the cost of special elections called by the Governor or Legislature.
  4. **Support** efforts to reinstate language directing the state to provide reimbursement to counties that hold a special election to replace a member of Congress or a member of the state Legislature to fill a vacancy, as well as for the cost of special elections called for other reasons.
  5. **Support** legislation that would authorize Federal and State Governments to assist counties in the purchase of voting equipment and technology.
  6. **Support** the continued exemption of rural counties from Organics Recycling Mandates.
  7. **Support** legislation that provides additional State park funding to rural counties.
  8. **Support** legislation that requires the Department of Resources Recycling and Recovery to consider the impacts on jurisdictions and their waste diversion programs caused by China's restrictions on imported recyclables and the resulting market loss.
  9. **Support** legislation, such as the California Beverage Container Recycling and Litter Reduction Act of 2018, to stabilize the recycling marketplace, provide immediate, temporary relief to California's retailers
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and grocers affected by the 2016 recycling center closures, and ensure consumers have local redemption opportunities.

10. **Support** legislation that provides the option for rural counties to conduct elections via “Vote by Mail while also enfranchising rural voters.
11. ~~**Support** legislation that expands the ability of counties to conduct all of their elections via all-mail balloting.~~

## GENERAL GOVERNMENT

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1. **Support** legislation that realigns governmental services in such a manner as to improve the delivery of services and make government more accountable to the people of Inyo County.
  2. ~~**Support** legislation that raises standards of required training for elected and appointed department heads in areas such as finance, personnel and management.~~
  3. **Support** collective bargaining legislation that:
    - Recognizes the responsibility of local elected officials to govern and manage the organization and to implement public policy; and
    - Minimizes conflict over procedural matters.
  4. **Support** legislation that recognizes the inherent disadvantage rural counties have as it applies to using a population-based criteria (per capita) for allocating State and Federal funds and minimizes and/or eliminates the reliance on this funding criteria.
  5. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisors control over collective bargaining and employer-employee relations.
  6. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisors control over the allocation of funds through the budget process.
  7. **Oppose** legislation that would require counties to share State expenses and liability on projects outside local jurisdiction.
  8. **Support** legislation that reduces State and Federal regulations that impede, or increase the cost of the delivery of services by local governments and special districts.
  9. **Monitor** closely any legislative efforts/initiatives regarding reform of the State Budget process.
  10. **Oppose** legislation that is unduly burdensome to private industry.
  11. **Support** protection of funding discretion and use bond funds.
  12. **Oppose** efforts by Federal and State government to adversely impact the ability of Volunteer Fire Departments to provide critical first response and ambulance services in rural communities, including but not limited to recruiting and retaining qualified EMTs.
  13. **Support** broadband expansion, broadband adoption, telecommunications improvements, technology infrastructure projects, and other technology advancements.
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14. **Support** full funding of disaster relief for all eligible counties, and a return to State assistance for the large portion of the costs of state or federally declared disasters.
  15. **Oppose** any changes to, or limitations upon, the eligibility for receipt of disaster costs, especially tying county land use processes and decision-making to disaster relief funding.
  16. **Support** State tax relief for those individuals and businesses who have losses due to disaster.
  17. **Support** legislation that would allow “a contracting agency and the exclusive representative of employees of that agency to agree through collective bargaining that the employer contribution for employee and annuitant health benefits coverage for employees first hired on or after the effective date of a memorandum of understanding may differ from the employer contribution provided to existing employees and annuitants pursuant to Sections 22890 and 22892” and any other legislation that will permit the County to take advantage of a multi-tier benefit package through Public Employees Retirement System (PERS).
  18. **Oppose** legislation that would hinder, as a result of mandated redactions or any other alterations of recorded documents, a private citizen’s ability to establish ownership of real property or conduct private or commercial business operations.
  19. **Oppose** legislation that eliminates, diminishes, limits, or interferes with the nonprofit organizations that the County has membership in, i.e., the California State Association of Counties (CSAC), Rural County Representatives of California (RCRC), State Sheriff’s Association, Chief Probation Officers Association, State Welfare Directors Association, etc., in actively participating in the legislative and ballot measure processes. *(Added by Board Order 8-20-13)*
  20. **Oppose** legislation that increases the County’s exposure to litigation.
  21. **Oppose** legislation that removes local governments’ discretion over wireless structures or restricts such discretion to the point that it could negatively impact rural communities’ aesthetics, public safety, the environment, and property values, and/or prevent local governments from negotiating either rates or improved broadband services as a condition of a “small cell” permit.
  22. **Support** legislation and regulations that preserve – and do not impair – the ability of counties to provide public health, safety, welfare or environmental services by local government.
  23. **Support** expanded permission to use private contracts to provide local services in justifiable areas as a means of achieving efficiency and economy.
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## HEALTH AND HUMAN SERVICES

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1. **Monitor** State and Federal health care reform proposals with fiscal impacts to the County and private employers and citizens, and that limit, reduce or discontinue health care coverage for Inyo County residents.
  2. **Monitor** the California Children's Services program and seek protections against increased county program costs.
  3. **Monitor** legislation that funds pilot efforts in MediCal payment reform to result in whole person care and fully integrated behavioral health and health services.
  4. **Monitor** legislation to address opioid addiction, including the expansion of Medication Assisted Treatment and allows for Medicaid reimbursement in the jail setting.
  5. **Monitor** legislation to change the definition of "gravely disabled" and to clarify Welfare and Institutions code 5150.
  6. **Monitor** State and Federal health care proposals with fiscal impacts to the County and private employers.
  7. **Monitor** the County Medical Services Program (CMSP) program and **Support** efforts to protect funding, minimize the participation fee paid by counties, and sustain reasonable reimbursement rates to providers in an effort to retain them in small counties. (Ensure CMSP infrastructure is maintained in event unknown health care policy changes occur at Federal level.)
  8. **Monitor** legislation that further mandates increased benefits/salaries for the local In-Home Support Services Program (IHSS) that are not covered by the State.
  9. **Monitor** policy and legislative initiatives involving managed Medi-Cal to ensure rural, isolated counties medical caregiver capacity issues are not negatively impacted.
  10. **Monitor** the implementation of simplifying Medi-Cal and enrollment for participants and providers.
  11. **Support** blended funding across human service programs, i.e. non-categorical.
  12. **Support** legislation that allows maximum local flexibility to design human services programs, based on the needs of the communities served.
  13. **Support** increased allocation of subsidized childcare funding.
  14. **Support** legislation and local, State, and Federal programs that employ evidence-based best practice strategies to reduce the number of people experiencing homelessness by: preventing homelessness for those at risk; expanding affordable permanent housing; and promoting self-empowerment through counseling, job training, and other supportive services.
  15. **Support** funding of affordable short-term, transitional and permanent housing capacity.
  16. **Support** legislation that supports parity of funding for behavioral health issues, ensuring that both mental health and substance use disorder treatment are funded on par with physical health treatment needs.
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17. **Support** legislation that provides or increases a minimum base allocation (MBA) to small counties to sustain treatment for alcohol and drug addiction.
  18. **Support** legislation that addresses behavioral health workforce needs, as statewide agencies are challenged in meeting treatment capacity in both Mental Health and Substance Use Disorder treatment providers. This would include legislation such as Peer (someone with lived experience) Certification (SB 906); Mental Health workforce planning (AB2108), which expands the persons eligible for educational loan repayment program; and Substance Use workforce expansion (AB2804), which creates one-year and five-year plans to expand the SUD treatment workforce with incentives like stipends and loan repayment programs for counselors, peers and licensed professionals.
  19. **Support** legislation that reduces administrative burden for small counties and allows for flexibility such as regionalization of administrative tasks.
  20. **Support** legislation that increases use of telehealth for Drug Medi-Cal services.
  21. **Support** the Stepping Up Initiative and legislation that diverts persons with mental illness from the criminal justice system.
  22. **Support** legislation that increases the transparency and consistency of financial reporting for the Mental Health Services Act.
  23. **Support** legislation to fund suicide prevention efforts, including those targeted at youth, LGBTQ and Veterans.
  24. **Support** legislation to build on Continuum of Care Reform to address foster youth crisis response.
  25. **Support** legislation that promotes service integration, such as development of automated, central statistical case records for all human service programs and information sharing across human service programs.
  26. **Support** legislation that allows for funding allocations to have increased local control and flexibility to design human services programs based on the needs of the communities served.
  27. **Support** and advocate for any “new” funding to have a base allocation formula for the Twenty Small Counties.
  28. **Support** and advocate for State to fully fund the administrative costs associated with all state mandated programs (e.g., Child Welfare, Medi-Cal, Public Assistance).
  29. **Support** legislation that fully funds the requirements of the Continuum of Care Reform (CCR) including Resource Family Approval, Level of Care Assessments, Child and Family Team Meetings and other services that protect the physical, emotional and mental health of children and youth; promote their educational development, and ensure the availability of support services for juveniles.
  30. **Support** legislation and budget initiatives that recognize the growth of needs in our aging population, including increased funding to support Adult Protective Services and other aging services programs.
  31. **Support** legislation that revamps In Home Supportive Services in a manner that reduces fiscal and administrative impact on counties and reduces risk of fraud/abuse.
  32. **Support** legislation that consolidates State offices providing administrative oversight, or otherwise streamlines and/or reduces the administrative costs of Health and Human Services programs.
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33. **Support** and protect funding for public health mandates, and advocate for maintaining sufficient health realignment funding to ensure that Inyo County has the resources to meet its obligation to fulfill its statutory public health and indigent health care mandates.
  34. **Support** measures that enhance the communities' ability to deliver services through their hospitals and clinics; favor proposals that would provide for the continued expansion of community Federally Qualified Health Clinics (FQHCs).
  35. **Support** efforts to make and retain State or Federal financial participation available in the funding of medical facilities and medical care for inmates in county correctional facilities that were realigned to counties on October 1, 2011.
  36. **Support** increased and flexible State and Federal funding and resources directed at building the capacity of local public health departments to combat and control communicable diseases.
  37. **Support** proposals to expand access to dental health services for low-income Californians, including efforts to increase Denti-Cal reimbursement levels to encourage qualified dentists to participate in providing care to low-income children.
  38. **Support** strategies to streamline funding and program complexities of the California Children's Services (CCS) program in order to meet the demands of the complex medical care and treatment needs for children with certain physically disabling conditions.
  39. **Support** opportunities to "realign" county share of cost for the California Children's Services (CCS) program back to the State.
  40. **Support** and advocate for changes to laws and regulations governing prehospital emergency medical services, including ambulance services, that would increase the ability of volunteer EMS services to attract and retain qualified EMS staff.
  41. **Support** fair and equitable funding to local health departments for public health emergency preparedness (PHEP), ensuring there is a base level available for rural counties, and **Oppose** any funding reductions for PHEP at the federal level, as well as any efforts to shift program costs to local health departments.
  42. **Support** efforts to prevent or reduce the use of tobacco and its accompanying health and economic impacts on the state and its residents.
  43. **Oppose** any efforts to require counties to provide funding for the California Children's Services program beyond their Maintenance of Effort (MOE).
  44. **Oppose** any efforts to reduce funding to Inyo First 5 on the assumption that the First 5 commission will fill the revenue gap created by the withdrawal of State funds (i.e., supplantation).
  45. **Oppose** further Medicaid/Medi-Cal reductions at either the Federal or State level without data-driven analysis and advocate for sufficient resources provided to local jurisdictions to respond to changes in the health care landscape at the federal and state levels.
  46. **Oppose** proposals from the Centers for Medicare and Medicaid Services (CMS), Congress, or the Legislature to deny, reduce, cap, or eliminate Medi-Cal Administrative Activities/Targeted Case Management reimbursement or to make claiming more reimbursements administratively burdensome.
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47. **Oppose** legislation that further mandates increased employee benefits/salaries for the local In-Home Support Services Program (IHSS) that are not covered by the State.
48. **Opposes** legislative “fixes” to the Maintenance of Effort costs for In-Home Support Services Program that cause negative budget impacts to other Health and Human Services programming (Social Services, Health and Behavioral Health) does not experience negative budget impacts.
49. **Oppose** efforts that create disincentives to Medi-Cal enrollment and utilization, such as co-payments and premiums, seek ways to expand access to dental services, maximize Federal financial participation and increase provider rates.
50. **Oppose** any legislative efforts/initiatives to reopen the realignment legislation or legislation that negatively affects Inyo County’s health and human services realignment funds.

## TRANSPORTATION AND PUBLIC WORKS

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1. **Support** transportation funding legislation that:
    - Provides revenues without affecting funding sources of other county projects;
    - Continues Federal funding efforts for local transportation projects;
    - Reaffirms and continues State responsibility for highway financing;
    - Bolsters the multiple transportation funding sources that provide for improved transportation systems and multimodal networks, including SB 1 as enacted, and delivery of projects that rehabilitate and improve local roads;
    - Supports and encourages the use and development of transit facilities and infrastructure.
  2. **Support** any legislation efforts that assist the County in mitigating for the transportation of transuranic waste to the Nevada Test Site, Yucca Mountain, or other selected sites through California on routes located in or transecting Inyo County. Specifically, funding and assistance is needed in several areas including road and infrastructure improvements, first responder training, radiological detection instruments and training and emergency medical and hospital training.
  3. **Support** State legislators’ efforts to address identified State highway safety needs in our communities.
  4. **Support** State and Federal legislation efforts that benefit our local airports.
  5. **Oppose** legislation that changes public contracting laws in a manner in which it negatively impacts the County’s contract authority and/or increases costs to the County and/or unduly lengthens the time it takes for the County to enter into a Public Works Contract.
  6. **Support** legislation that enhances counties’ ability to designate appropriate uses of county roads.
  7. **Oppose** the effort to repeal SB 1, which would result in the loss of new transportation funds and make it more difficult to raise State and local transportation funds in the future.
  8. **Support** legislation that provides funding opportunities to coordinate Transportation Plans with the County’s General Plan.
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9. **Support** legislation that provides funding to sustain and expand the region's public transit system.
10. **Support** legislation that supports interregional and intercity bus lines that connect with the County's transit system.
11. **Support** reauthorization and implementation of federal aviation policy at the State level to ensure that California continues to receive and dedicate investments to support commercial and general aviation airports.

## RESOURCES AND ENVIRONMENT

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1. **Support** legislation to provide funding to local governments to create programs to protect river parkways and to reclaim damaged river habitat.
  2. **Monitor** legislation that protects and enhances rural counties' natural and developed resources that contribute to the economic and environmental well-being of Inyo County.
  3. **Support** legislation for the development of programs and strategies that will accomplish the non-land acquisition of reinvestment dollars for watershed management, groundwater basins, fisheries and waterways.
  4. **Support** Federal funding proposals that enhance County ability to acquire Federal and State funding for the purpose of managing watersheds et al.
  5. **Support** legislation that clarifies and/or preserves local authority to protect public roads.
  6. **Support** legislation to provide adequate funding for meeting all of the requirements of the California Global Warming Solutions Act of 2006 and the Sustainable Communities and Climate Protection Act of 2008.
  7. **Oppose** activities of the Federal and State government to acquire and transfer private lands to public ownership without continued mitigation for loss of local property tax revenue.
  8. **Oppose** Federal or State activities limiting public access to public lands.
  9. **Support** legislation which promotes and/or provides monetary aid to local jurisdictions for land use coordination with State and Federal agencies.
  10. **Oppose** any legislation which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.
  11. **Support** legislation which identifies the impacts of catastrophic wildfires and provides that wildfire mitigation and prevention are goals that meet the requirements of the California Global Warming Solutions Act.
  12. **Support** legislation which maintains Inyo County's ability to protect and enhance its land use authority to determine the use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources.
  13. **Monitor** efforts to create additional or expand existing wilderness designations in the County.
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14. **Monitor** efforts by Federal and State government to increase fees for and reduce and/or eliminate fire protection services on public lands.
15. **Support** legislation that protects those local jurisdictions that operate and deliver and store water that recognize and address mussel infestation early on from liability as a result of mussel infestation.
16. **Oppose** any legislation that could negatively impact outdoor recreation. (Added by Board Order 8-21-2012).
17. **Support** State's Renewable Energy Portfolio Standard being re-calculated to include roof-top solar.
18. **Oppose** legislation that makes CEQA/NEPA requirements more burdensome and provides for less public notification in the county where the projects are located.
19. **Support** legislation that reforms wildfire suppression funding, prevents "fire transfers" within firefighting budgets, and gives agencies in charge of fire suppression more budget flexibility.
20. **Support** legislation that recognizes, funds and protects the ecological resources of the Sierra Nevada as part of the effort to reach California's Climate Change goals.
21. **Support** increased funding for public land management agencies to address deferred maintenance of infrastructure in forests, national parks, and reserves that rural counties depend on for tourism and recreation-based economies.
22. **Support** realistic federal policy and regulatory reforms that balance environmental protection with the preservation of life and property and that lead to better mitigation of wildfires on federal, State, and private lands.
23. **Support** legislation to remove State tax exemptions for solar energy development facilities.
24. **Support** and encourage efforts that streamline the process for obtaining permits from State, Federal and local land management agencies for activities such as livestock grazing, commercial filming, guiding and outfitting, packing, and special events.

## PLANNING AND LAND USE

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1. **Support** legislation and budget efforts that continue to maximize the Payment in Lieu of Taxes (PILT) revenue from the Federal and State government to counties and continues full funding of PILT without restrictions beyond the current authorization.
  2. **Oppose** legislation that minimizes and/or eliminates local control over land use decisions.
  3. **Support** legislative efforts to enable local governments, utilities, energy developers, California Native American tribal governments, affected landowners and members of the public to actively participate in the renewable energy and utility corridor planning processes.
  4. **Support** legislation which reduces and/or eliminates State requirements regarding the General Plan and its updates.
  5. **Oppose** legislation which limits or reduces the authority of counties under the State Mining and Reclamation Act (SMARA).
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6. **Support** legislation which promotes and/or provides monetary aid to local jurisdictions for land use coordination with State and Federal agencies.
7. **Oppose** any legislation which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.
8. **Support** legislation, which maintains Inyo County's ability to protect and enhance its land use authority to determine the highest and best use of its natural resources.
9. **Support** legislation that protects and/or reinstates the payment of geothermal royalties to local jurisdictions.
10. **Support** legislation that provides funding opportunities to local jurisdictions to implement State General Plan requirements.

## LAW, JUSTICE & PUBLIC SAFETY

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1. **Support** legislation that maximizes county discretion in developing programs for juveniles.
  2. **Support** legislation that eliminates the requirement that counties pay for court reporter transcripts.
  3. **Support** Federal and State funding to combat the impacts of controlled substance production, distribution, and use, including the ongoing opioid addiction crisis.
  4. **Support** legislation that would allow counties to enact an ordinance to allow up to a \$10 penalty assessment for every \$100 fine for criminal offense, including traffic fines, for the maintenance and purchase of Law Enforcement facilities and vehicles.
  5. **Oppose** any changes in the State criminal justice system that increases costs to counties for jail operations, including but not limited to early releases of prisoners, commutation of sentences and/or commutation of variable sentencing options (i.e., wobblers), without a corresponding dedicated long-term reliable revenue stream and the ability to administer it locally.
  6. **Watch** proposed changes to State and Federal water law.
  7. **Support** legislation that will complete the work initiated through the Trial Court Unification Act by making justice system costs that are controlled or imposed by the judiciary but inadvertently remain the responsibilities of the counties the clear responsibility of the State of California and the California Superior Court to fund.
  8. **Support** efforts to increase and/or preserve funding allocations to support criminal justice realignment costs including inmate healthcare and jail expense costs.
  9. **Support** Federal and State funding and programs to provide comprehensive, effective mental health and substance abuse treatment programs for criminal defendants, thereby reducing recidivism and protecting the public.
  10. **Watch** proposed bail system reform efforts in California to ensure full state funding of any new pre-trial release and supervision requirements.
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11. **Support** legislation and policies to improve re-entry options for adult and juvenile probationers, including housing.
12. **Support** legislation and policies to expand and enhance Evidence-Based Programs available to clients.
13. **Support** legislation and policies that will allow for continued investment in community corrections training.
14. **Support** legislation to bolster flexible policies and resources for drug treatment and mental health services for probationers.
15. **Support** legislation and policies to protect resources that support foster youth in Continuum of Care Reform.
16. **Support** legislation and policies that ensure resources for supervision, rehabilitative programming, and re-entry services for adult and juvenile offenders.
17. **Support** legislation and policies to preserve and provide resources at the Federal, State, and local level for effective community supervision practices.
18. **Support** legislation that enhances educational programs for adult and juvenile offenders.
19. **Support** legislation which will provide funding for probation services provided to drug offenders, and mentally ill incarcerated offenders.
20. **Support** legislation to authorize local probation departments to collect outstanding victim restitution through the civil process.

## TRIBE AND INTERGOVERNMENTAL RELATIONS

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1. **Support** the following goals for county-tribal intergovernmental relations:
    - facilitate intergovernmental agreements
    - develop mechanisms to mitigate for the off-reservation impacts of tribal developments on local government services and the environment
    - promote best practices and models of successful tribal-county relationships.
  2. **Support** the promotion and development of positive working relationships between the County and local tribes to the mutual benefit of both parties and the communities they respectively serve.
  3. **Support** legislation or policy that provides for or recognizes enforceable agreements between tribes and local governments concerning the mitigation of off-reservation impacts of development on tribal land.
  4. **Oppose** any federal or state limitation on the ability of tribes, counties and other local governments to reach mutually acceptable and enforceable agreements, including any federal prohibitions on deed restrictions mutually agreed to by tribal and local governments.
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## VETERANS' SERVICES

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1. **Support** legislation and efforts that ensure access to the services and benefits to which veterans are entitled, including housing, healthcare, employment, education and training, and community reintegration assistance.
2. **Support** legislation that provides funding for veterans housing programs, such as the Veterans and Affordable Housing Bond Act of 2018.
3. **Support** the development of specific strategies for intervention and service delivery to veterans through cooperation between federal, state, and local governments, as well as community and private organizations serving veterans.
4. **Support** coordination of services for veterans among all entities that serve this population, especially in housing, treatment, and employment training.





# Inyo County, CA

## 2023 Federal Platform

Approved by Board of Supervisors on February 7, 2023





## County of Inyo, CA

### Board of Supervisors

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**Trina Orrill**

First District

**Jeff Griffiths**

Second District

**Scott Marcellin**

Third District

**Jennifer Roeser**

Fourth District

**Matt Kingsley**

Fifth District

***Nate Greenberg***

***County Administrative Officer***

County Administrative Center

224 North Edwards

Independence, CA 93526



# County of Inyo, CA

## 2023 Federal Priorities

Inyo County was established on March 22, 1866 and is the second largest county in California at 10,227 square miles. However, the County is sparsely populated with more than 19,000 calling it home. The community of Independence serves as the County Seat. Inyo County is a land of magnificent natural diversity, from Mount Whitney, the highest peak in the lower 48 states, to Death Valley, the lowest point in the U.S. Inyo County has a rich indigenous history, as well as a legacy that also traces its roots to pioneering, mining, railroading, ranching, and farming. Much of this history is not only on display today in museums and cultural centers throughout the County, but in the culture, livelihoods, and family trees of those who call Inyo County home. Robust in natural resources and beauty, Inyo County strives to support the cultural and historical values of its communities, protect and enhance its natural environment, and preserve a rural quality of life.



Rural and Isolated  
Communities



Economic  
Development



Resource & Land  
Management

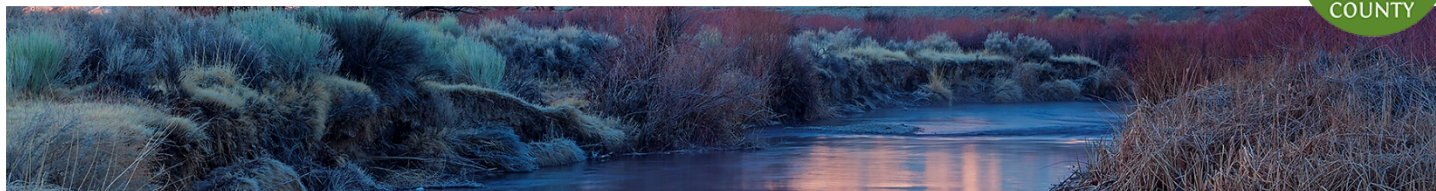


Infrastructure

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# Rural and Isolated Communities



Isolated Communities	<ul style="list-style-type: none"><li>• Seek funding and support programs that provide services to isolated communities including construction of community facilities.</li></ul>
Health and Well Being	<ul style="list-style-type: none"><li>• Seek funding and support programs to improve access to health services including mental health, substance abuse programs, emergency services, community health clinics, and hospitals.</li></ul>
Emergency Response	<ul style="list-style-type: none"><li>• Support and seek funding for projects and programs that support emergency and disaster preparedness, response and management.</li></ul>
Public Safety	<ul style="list-style-type: none"><li>• Support funding and programs for public safety initiatives including search and rescue activities, law enforcement communications, and public safety equipment.</li></ul>
Fire Protection	<ul style="list-style-type: none"><li>• Seek funding and support programs for fire protection enhancements including ensuring community access to fire stations and fire fighting services.</li></ul>
Community Facilities and Parks	<ul style="list-style-type: none"><li>• Support funding and programs for the construction programming of projects for community museums, libraries, and parks.</li></ul>
Youth Population	<ul style="list-style-type: none"><li>• Support programs that provide assistance to the County's younger populations including access to early childhood education services, afterschool programming, and juvenile justice programs.</li></ul>
Emergency Medical Services	<ul style="list-style-type: none"><li>• Sustaining Advanced Life Support (ALS) and Basic Life Support (BLS) ambulance service in rural and isolated communities is complex and expensive. Seek funding and support programs that develop and support the elements necessary to make such an initiative successful.</li></ul>
Veterans Services	<ul style="list-style-type: none"><li>• Seek funding to enhance services to the County's veterans, including through the veterans center and veterans housing.</li></ul>
Aging Population	<ul style="list-style-type: none"><li>• Support programs and seek funding for services that assist the County's aging population.</li></ul>

# Economic Development



## Opportunity Zones

- Support development of plan and strategy to encourage private investment in public infrastructure projects through programs such as the Opportunity Zone private tax incentives.

## U.S. Census

- Monitor U.S. Census development process in particular to definitions and impacts to rural communities.

## Digital 395 and Statewide Middle-Mile Initiatives

- Support development, expansion, and implementation of regional broadband initiatives which construct Middle Mile routes and focus on deployment of high-quality Last Mile broadband to customers.

## Bishop Airport

- Support development and expansion of Bishop Airport to increase services of commercial and general aviation uses that support and spur regional economic development.

## Housing

- Advocate and support initiatives and programs that provide additional housing and encourage diversity in housing availability in the County.

## Recreation and Tourism

- Support programs and activities that enhance and protect tourism in the region and recreation on federal lands and within federal parks. Support programs that provide assistance to local economies based on tourism and recreation.

## Tribal Partnerships

- Support programs and activities that prioritize funding for initiatives based on collaborative partnerships between local agencies and Tribal entities.

## Small Businesses

- Support programs and activities that provide assistance to small businesses and promote entrepreneurship.

# Resource and Land Management



## PILT Funding

- Support legislation and budget efforts that continue to maximize the Payment in Lieu of Taxes (PILT) and Secure Rural Schools (SRS) programs.

## Fuels Management

- Support programs that enhance fuel management activities on federal lands.

## Federal Lands Management

- Support funding for federal lands management agencies and programs.

## Wildfire Preparedness

- Support programs that help prevent, mitigate, and respond to wildfires.

## Recreation

- Seek funding and support programs that protect and enhance recreational activities on public lands.

## Federal Land Management Agencies

- Support efforts that foster partnerships and enhance relationships with local agencies and federal land management agencies including the Inyo National Forest, the National Park Service, and the Bureau of Land Management.

## Mining Industry

- Seek support of changes to mining claims forms that allow for efficient and timely filing of mining claims.

## Cannabis

- Support administrative and regulatory procedures, including banking, related to the cannabis industry that protect local authority and protect the public.

# Infrastructure



## Drinking Water

- Seek funding and support programs that delivery reliable and clean drinking water through resilient infrastructure.

## Wastewater Infrastructure

- Seek funding and support programs that provide wastewater treatment infrastructure and services to communities in a cost efficient matter.

## Local Transportation Projects

- Seek funding and support programs for local transportation projects throughout the County including those related to highways, local streets and roads, trails, transit, pedestrians, and electric vehicles.

## Broadband and Connectivity

- Seek funding for broadband expansion, broadband adoption, telecommunications improvements, technology infrastructure projects, and other technology advancements throughout the County. Seek funding and support programs to provide communication infrastructure, including broadband and cellular services to remote rural communities.

## Environmental Review and Project Delivery

- Support changes to federal law that encourage a more efficient and streamlined environmental review and project delivery process and allow public infrastructure projects to be constructed more efficiently and effectively.

## Electric and Power Utilities

- Seek funding and support programs that provide electric and power utility services to communities in a cost effecient manner.



# County of Inyo, California

## 2023 Legislative Platform

### AGRICULTURE/WEIGHTS & MEASURES

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1. **Support** full cost recovery for new agricultural programs.
2. **Support** continued funding of weed management programs.
3. **Support** authority for USDA to set up cooperative agreements with states for pest exclusion programs.
4. **Support** control and mitigation for the spread of invasive species to protect, conserve and restore public and private lands.
5. **Support** efforts to provide and protect local authority for device registration fees.
6. **Oppose** efforts by State agencies to usurp Agricultural Commissioner's permitting authority for the spraying of pesticides on irrigated lands.
7. **Oppose** efforts to ban the use of rodenticide for agricultural and public health purposes in California.

### CANNABIS

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1. **Oppose** legislation that would diminish local authority over commercial cannabis regulation.
  2. **Support** legislation that provides the state's tribes a mechanism for entering California's legal cannabis marketplace without sacrificing their sovereign status, while also preserving local governments' right to protect against or require mitigation for associated impacts to their jurisdictions from any commercial cannabis activity on adjacent lands, including Tribal land.
  3. **Support** a statewide regulatory scheme for medical cannabis and/or adult use cannabis that ensures counties have the ability to set regulatory standards based on local needs and priorities, and seek to ensure the County is adequately resourced as regulations and state laws are implemented.
  4. **Support** efforts to study the impacts of cannabis use and legalization on the public's health, particularly on the impacts on youth brain development.
  5. **Support** legislation to increase cannabis surveillance, education, youth prevention, responsible adult use, and drugged driving prevention.
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6. **Support** efforts to mitigate community level harms from commercial cannabis operations, such as overconcentration as well as clustering with alcohol and tobacco retailers.
7. **Support** continued Federal and State funding to aid local jurisdictions in the eradication of illegal, environmentally destructive marijuana grow operations on public and/or private land.
8. **Monitor** legislation establishing policy programming requirements for education and environmental prevention efforts for Cannabis.
9. **Oppose** policy programming requirements for education and environmental prevention efforts for Cannabis Tobacco Control funding that mirror those established for Tobacco Control funding.

## CHILD SUPPORT

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1. **Support** legislation that would protect existing State and Federal funding for local child support programs.
2. **Support** policies, funding and services for non-custodial parents that promote self-sufficiency and ability to care for their child(ren).
3. **Oppose** any recommendations that would reduce Federal financial participation in child support programs.

## COUNTY OPERATIONS

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1. **Support** full funding of the Public Library Fund in future State budgets.
  2. **Support** legislation to provide opt-in as opposed to opt-out for receiving electronic sample ballots.
  3. **Support** legislation that requires counties to be reimbursed for the cost of special elections called by the Governor or Legislature.
  4. **Support** efforts to reinstate language directing the state to provide reimbursement to counties that hold a special election to replace a member of Congress or a member of the state Legislature to fill a vacancy, as well as for the cost of special elections called for other reasons.
  5. **Support** legislation that would authorize Federal and State Governments to assist counties in the purchase of voting equipment and technology.
  6. **Support** the continued exemption of rural counties from Organics Recycling Mandates.
  7. **Support** legislation that provides additional State park funding to rural counties.
  8. **Support** legislation that requires the Department of Resources Recycling and Recovery to consider the impacts on jurisdictions and their waste diversion programs caused by China's restrictions on imported recyclables and the resulting market loss.
  9. **Support** legislation, such as the California Beverage Container Recycling and Litter Reduction Act of 2018, to stabilize the recycling marketplace, provide immediate, temporary relief to California's retailers
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and grocers affected by the 2016 recycling center closures, and ensure consumers have local redemption opportunities.

10. **Support** legislation that provides the option for rural counties to conduct elections via “Vote by Mail while also enfranchising rural voters.

## GENERAL GOVERNMENT

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1. **Support** legislation that realigns governmental services in such a manner as to improve the delivery of services and make government more accountable to the people of Inyo County.
  2. **Support** collective bargaining legislation that:
    - Recognizes the responsibility of local elected officials to govern and manage the organization and to implement public policy; and
    - Minimizes conflict over procedural matters.
  3. **Support** legislation that recognizes the inherent disadvantage rural counties have as it applies to using a population-based criteria (per capita) for allocating State and Federal funds and minimizes and/or eliminates the reliance on this funding criteria.
  4. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisors control over collective bargaining and employer-employee relations.
  5. **Oppose** legislation that minimizes, restricts and/or eliminates local Boards of Supervisors control over the allocation of funds through the budget process.
  6. **Oppose** legislation that would require counties to share State expenses and liability on projects outside local jurisdiction.
  7. **Support** legislation that reduces State and Federal regulations that impede, or increase the cost of the delivery of services by local governments and special districts.
  8. **Monitor** closely any legislative efforts/initiatives regarding reform of the State Budget process.
  9. **Oppose** legislation that is unduly burdensome to private industry.
  10. **Support** protection of funding discretion and use bond funds.
  11. **Oppose** efforts by Federal and State government to adversely impact the ability of Volunteer Fire Departments to provide critical first response and ambulance services in rural communities, including but not limited to recruiting and retaining qualified EMTs.
  12. **Support** broadband expansion, broadband adoption, telecommunications improvements, technology infrastructure projects, and other technology advancements.
  13. **Support** full funding of disaster relief for all eligible counties, and a return to State assistance for the large portion of the costs of state or federally declared disasters.
  14. **Oppose** any changes to, or limitations upon, the eligibility for receipt of disaster costs, especially tying county land use processes and decision-making to disaster relief funding.
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15. **Support** State tax relief for those individuals and businesses who have losses due to disaster.
  16. **Support** legislation that would allow “a contracting agency and the exclusive representative of employees of that agency to agree through collective bargaining that the employer contribution for employee and annuitant health benefits coverage for employees first hired on or after the effective date of a memorandum of understanding may differ from the employer contribution provided to existing employees and annuitants pursuant to Sections 22890 and 22892” and any other legislation that will permit the County to take advantage of a multi-tier benefit package through Public Employees Retirement System (PERS).
  17. **Oppose** legislation that would hinder, as a result of mandated redactions or any other alterations of recorded documents, a private citizen’s ability to establish ownership of real property or conduct private or commercial business operations.
  18. **Oppose** legislation that eliminates, diminishes, limits, or interferes with the nonprofit organizations that the County has membership in, i.e., the California State Association of Counties (CSAC), Rural County Representatives of California (RCRC), State Sheriff’s Association, Chief Probation Officers Association, State Welfare Directors Association, etc., in actively participating in the legislative and ballot measure processes. *(Added by Board Order 8-20-13)*
  19. **Oppose** legislation that increases the County’s exposure to litigation.
  20. **Oppose** legislation that removes local governments’ discretion over wireless structures or restricts such discretion to the point that it could negatively impact rural communities’ aesthetics, public safety, the environment, and property values, and/or prevent local governments from negotiating either rates or improved broadband services as a condition of a “small cell” permit.
  21. **Support** legislation and regulations that preserve – and do not impair – the ability of counties to provide public health, safety, welfare or environmental services by local government.
  22. **Support** expanded permission to use private contracts to provide local services in justifiable areas as a means of achieving efficiency and economy.
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## HEALTH AND HUMAN SERVICES

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1. **Monitor** State and Federal health care reform proposals with fiscal impacts to the County and private employers and citizens, and that limit, reduce or discontinue health care coverage for Inyo County residents.
  2. **Monitor** the California Children's Services program and seek protections against increased county program costs.
  3. **Monitor** legislation that funds pilot efforts in MediCal payment reform to result in whole person care and fully integrated behavioral health and health services.
  4. **Monitor** legislation to address opioid addiction, including the expansion of Medication Assisted Treatment and allows for Medicaid reimbursement in the jail setting.
  5. **Monitor** legislation to change the definition of "gravely disabled" and to clarify Welfare and Institutions code 5150.
  6. **Monitor** State and Federal health care proposals with fiscal impacts to the County and private employers.
  7. **Monitor** the County Medical Services Program (CMSP) program and **Support** efforts to protect funding, minimize the participation fee paid by counties, and sustain reasonable reimbursement rates to providers in an effort to retain them in small counties. (Ensure CMSP infrastructure is maintained in event unknown health care policy changes occur at Federal level.)
  8. **Monitor** legislation that further mandates increased benefits/salaries for the local In-Home Support Services Program (IHSS) that are not covered by the State.
  9. **Monitor** policy and legislative initiatives involving managed Medi-Cal to ensure rural, isolated counties medical caregiver capacity issues are not negatively impacted.
  10. **Monitor** the implementation of simplifying Medi-Cal and enrollment for participants and providers.
  11. **Support** blended funding across human service programs, i.e. non-categorical.
  12. **Support** legislation that allows maximum local flexibility to design human services programs, based on the needs of the communities served.
  13. **Support** increased allocation of subsidized childcare funding.
  14. **Support** legislation and local, State, and Federal programs that employ evidence-based best practice strategies to reduce the number of people experiencing homelessness by: preventing homelessness for those at risk; expanding affordable permanent housing; and promoting self-empowerment through counseling, job training, and other supportive services.
  15. **Support** funding of affordable short-term, transitional and permanent housing capacity.
  16. **Support** legislation that supports parity of funding for behavioral health issues, ensuring that both mental health and substance use disorder treatment are funded on par with physical health treatment needs.
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17. **Support** legislation that provides or increases a minimum base allocation (MBA) to small counties to sustain treatment for alcohol and drug addiction.
  18. **Support** legislation that addresses behavioral health workforce needs, as statewide agencies are challenged in meeting treatment capacity in both Mental Health and Substance Use Disorder treatment providers. This would include legislation such as Peer (someone with lived experience) Certification (SB 906); Mental Health workforce planning (AB2108), which expands the persons eligible for educational loan repayment program; and Substance Use workforce expansion (AB2804), which creates one-year and five-year plans to expand the SUD treatment workforce with incentives like stipends and loan repayment programs for counselors, peers and licensed professionals.
  19. **Support** legislation that reduces administrative burden for small counties and allows for flexibility such as regionalization of administrative tasks.
  20. **Support** legislation that increases use of telehealth for Drug Medi-Cal services.
  21. **Support** the Stepping Up Initiative and legislation that diverts persons with mental illness from the criminal justice system.
  22. **Support** legislation that increases the transparency and consistency of financial reporting for the Mental Health Services Act.
  23. **Support** legislation to fund suicide prevention efforts, including those targeted at youth, LGBTQ and Veterans.
  24. **Support** legislation to build on Continuum of Care Reform to address foster youth crisis response.
  25. **Support** legislation that promotes service integration, such as development of automated, central statistical case records for all human service programs and information sharing across human service programs.
  26. **Support** legislation that allows for funding allocations to have increased local control and flexibility to design human services programs based on the needs of the communities served.
  27. **Support** and advocate for any “new” funding to have a base allocation formula for the Twenty Small Counties.
  28. **Support** and advocate for State to fully fund the administrative costs associated with all state mandated programs (e.g., Child Welfare, Medi-Cal, Public Assistance).
  29. **Support** legislation that fully funds the requirements of the Continuum of Care Reform (CCR) including Resource Family Approval, Level of Care Assessments, Child and Family Team Meetings and other services that protect the physical, emotional and mental health of children and youth; promote their educational development, and ensure the availability of support services for juveniles.
  30. **Support** legislation and budget initiatives that recognize the growth of needs in our aging population, including increased funding to support Adult Protective Services and other aging services programs.
  31. **Support** legislation that revamps In Home Supportive Services in a manner that reduces fiscal and administrative impact on counties and reduces risk of fraud/abuse.
  32. **Support** legislation that consolidates State offices providing administrative oversight, or otherwise streamlines and/or reduces the administrative costs of Health and Human Services programs.
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33. **Support** and protect funding for public health mandates, and advocate for maintaining sufficient health realignment funding to ensure that Inyo County has the resources to meet its obligation to fulfill its statutory public health and indigent health care mandates.
  34. **Support** measures that enhance the communities' ability to deliver services through their hospitals and clinics; favor proposals that would provide for the continued expansion of community Federally Qualified Health Clinics (FQHCs).
  35. **Support** efforts to make and retain State or Federal financial participation available in the funding of medical facilities and medical care for inmates in county correctional facilities that were realigned to counties on October 1, 2011.
  36. **Support** increased and flexible State and Federal funding and resources directed at building the capacity of local public health departments to combat and control communicable diseases.
  37. **Support** proposals to expand access to dental health services for low-income Californians, including efforts to increase Denti-Cal reimbursement levels to encourage qualified dentists to participate in providing care to low-income children.
  38. **Support** strategies to streamline funding and program complexities of the California Children's Services (CCS) program in order to meet the demands of the complex medical care and treatment needs for children with certain physically disabling conditions.
  39. **Support** opportunities to "realign" county share of cost for the California Children's Services (CCS) program back to the State.
  40. **Support** and advocate for changes to laws and regulations governing prehospital emergency medical services, including ambulance services, that would increase the ability of volunteer EMS services to attract and retain qualified EMS staff.
  41. **Support** fair and equitable funding to local health departments for public health emergency preparedness (PHEP), ensuring there is a base level available for rural counties, and **Oppose** any funding reductions for PHEP at the federal level, as well as any efforts to shift program costs to local health departments.
  42. **Support** efforts to prevent or reduce the use of tobacco and its accompanying health and economic impacts on the state and its residents.
  43. **Oppose** any efforts to require counties to provide funding for the California Children's Services program beyond their Maintenance of Effort (MOE).
  44. **Oppose** any efforts to reduce funding to Inyo First 5 on the assumption that the First 5 commission will fill the revenue gap created by the withdrawal of State funds (i.e., supplantation).
  45. **Oppose** further Medicaid/Medi-Cal reductions at either the Federal or State level without data-driven analysis and advocate for sufficient resources provided to local jurisdictions to respond to changes in the health care landscape at the federal and state levels.
  46. **Oppose** proposals from the Centers for Medicare and Medicaid Services (CMS), Congress, or the Legislature to deny, reduce, cap, or eliminate Medi-Cal Administrative Activities/Targeted Case Management reimbursement or to make claiming more reimbursements administratively burdensome.
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47. **Oppose** legislation that further mandates increased employee benefits/salaries for the local In-Home Support Services Program (IHSS) that are not covered by the State.
48. **Opposes** legislative “fixes” to the Maintenance of Effort costs for In-Home Support Services Program that cause negative budget impacts to other Health and Human Services programming (Social Services, Health and Behavioral Health) does not experience negative budget impacts.
49. **Oppose** efforts that create disincentives to Medi-Cal enrollment and utilization, such as co-payments and premiums, seek ways to expand access to dental services, maximize Federal financial participation and increase provider rates.
50. **Oppose** any legislative efforts/initiatives to reopen the realignment legislation or legislation that negatively affects Inyo County’s health and human services realignment funds.

## TRANSPORTATION AND PUBLIC WORKS

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1. **Support** transportation funding legislation that:
    - Provides revenues without affecting funding sources of other county projects;
    - Continues Federal funding efforts for local transportation projects;
    - Reaffirms and continues State responsibility for highway financing;
    - Bolsters the multiple transportation funding sources that provide for improved transportation systems and multimodal networks, including SB 1 as enacted, and delivery of projects that rehabilitate and improve local roads;
    - Supports and encourages the use and development of transit facilities and infrastructure.
  2. **Support** any legislation efforts that assist the County in mitigating for the transportation of transuranic waste to the Nevada Test Site, Yucca Mountain, or other selected sites through California on routes located in or transecting Inyo County. Specifically, funding and assistance is needed in several areas including road and infrastructure improvements, first responder training, radiological detection instruments and training and emergency medical and hospital training.
  3. **Support** State legislators’ efforts to address identified State highway safety needs in our communities.
  4. **Support** State and Federal legislation efforts that benefit our local airports.
  5. **Oppose** legislation that changes public contracting laws in a manner in which it negatively impacts the County’s contract authority and/or increases costs to the County and/or unduly lengthens the time it takes for the County to enter into a Public Works Contract.
  6. **Support** legislation that enhances counties’ ability to designate appropriate uses of county roads.
  7. **Oppose** the effort to repeal SB 1, which would result in the loss of new transportation funds and make it more difficult to raise State and local transportation funds in the future.
  8. **Support** legislation that provides funding opportunities to coordinate Transportation Plans with the County’s General Plan.
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9. **Support** legislation that provides funding to sustain and expand the region's public transit system.
10. **Support** legislation that supports interregional and intercity bus lines that connect with the County's transit system.
11. **Support** reauthorization and implementation of federal aviation policy at the State level to ensure that California continues to receive and dedicate investments to support commercial and general aviation airports.

## RESOURCES AND ENVIRONMENT

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1. **Support** legislation to provide funding to local governments to create programs to protect river parkways and to reclaim damaged river habitat.
  2. **Monitor** legislation that protects and enhances rural counties' natural and developed resources that contribute to the economic and environmental well-being of Inyo County.
  3. **Support** legislation for the development of programs and strategies that will accomplish the non-land acquisition of reinvestment dollars for watershed management, groundwater basins, fisheries and waterways.
  4. **Support** Federal funding proposals that enhance County ability to acquire Federal and State funding for the purpose of managing watersheds et al.
  5. **Support** legislation that clarifies and/or preserves local authority to protect public roads.
  6. **Support** legislation to provide adequate funding for meeting all of the requirements of the California Global Warming Solutions Act of 2006 and the Sustainable Communities and Climate Protection Act of 2008.
  7. **Oppose** activities of the Federal and State government to acquire and transfer private lands to public ownership without continued mitigation for loss of local property tax revenue.
  8. **Oppose** Federal or State activities limiting public access to public lands.
  9. **Support** legislation which promotes and/or provides monetary aid to local jurisdictions for land use coordination with State and Federal agencies.
  10. **Oppose** any legislation which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.
  11. **Support** legislation which identifies the impacts of catastrophic wildfires and provides that wildfire mitigation and prevention are goals that meet the requirements of the California Global Warming Solutions Act.
  12. **Support** legislation which maintains Inyo County's ability to protect and enhance its land use authority to determine the use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources.
  13. **Monitor** efforts to create additional or expand existing wilderness designations in the County.
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14. **Monitor** efforts by Federal and State government to increase fees for and reduce and/or eliminate fire protection services on public lands.
15. **Support** legislation that protects those local jurisdictions that operate and deliver and store water that recognize and address mussel infestation early on from liability as a result of mussel infestation.
16. **Oppose** any legislation that could negatively impact outdoor recreation. (Added by Board Order 8-21-2012).
17. **Support** State's Renewable Energy Portfolio Standard being re-calculated to include roof-top solar.
18. **Oppose** legislation that makes CEQA/NEPA requirements more burdensome and provides for less public notification in the county where the projects are located.
19. **Support** legislation that reforms wildfire suppression funding, prevents "fire transfers" within firefighting budgets, and gives agencies in charge of fire suppression more budget flexibility.
20. **Support** legislation that recognizes, funds and protects the ecological resources of the Sierra Nevada as part of the effort to reach California's Climate Change goals.
21. **Support** increased funding for public land management agencies to address deferred maintenance of infrastructure in forests, national parks, and reserves that rural counties depend on for tourism and recreation-based economies.
22. **Support** realistic federal policy and regulatory reforms that balance environmental protection with the preservation of life and property and that lead to better mitigation of wildfires on federal, State, and private lands.
23. **Support** legislation to remove State tax exemptions for solar energy development facilities.
24. **Support** and encourage efforts that streamline the process for obtaining permits from State, Federal and local land management agencies for activities such as livestock grazing, commercial filming, guiding and outfitting, packing, and special events.

## PLANNING AND LAND USE

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1. **Support** legislation and budget efforts that continue to maximize the Payment in Lieu of Taxes (PILT) revenue from the Federal and State government to counties and continues full funding of PILT without restrictions beyond the current authorization.
  2. **Oppose** legislation that minimizes and/or eliminates local control over land use decisions.
  3. **Support** legislative efforts to enable local governments, utilities, energy developers, California Native American tribal governments, affected landowners and members of the public to actively participate in the renewable energy and utility corridor planning processes.
  4. **Support** legislation which reduces and/or eliminates State requirements regarding the General Plan and its updates.
  5. **Oppose** legislation which limits or reduces the authority of counties under the State Mining and Reclamation Act (SMARA).
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6. **Support** legislation which promotes and/or provides monetary aid to local jurisdictions for land use coordination with State and Federal agencies.
7. **Oppose** any legislation which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.
8. **Support** legislation, which maintains Inyo County's ability to protect and enhance its land use authority to determine the highest and best use of its natural resources.
9. **Support** legislation that protects and/or reinstates the payment of geothermal royalties to local jurisdictions.
10. **Support** legislation that provides funding opportunities to local jurisdictions to implement State General Plan requirements.

## LAW, JUSTICE & PUBLIC SAFETY

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1. **Support** legislation that maximizes county discretion in developing programs for juveniles.
  2. **Support** legislation that eliminates the requirement that counties pay for court reporter transcripts.
  3. **Support** Federal and State funding to combat the impacts of controlled substance production, distribution, and use, including the ongoing opioid addiction crisis.
  4. **Support** legislation that would allow counties to enact an ordinance to allow up to a \$10 penalty assessment for every \$100 fine for criminal offense, including traffic fines, for the maintenance and purchase of Law Enforcement facilities and vehicles.
  5. **Oppose** any changes in the State criminal justice system that increases costs to counties for jail operations, including but not limited to early releases of prisoners, commutation of sentences and/or commutation of variable sentencing options (i.e., wobblers), without a corresponding dedicated long-term reliable revenue stream and the ability to administer it locally.
  6. **Watch** proposed changes to State and Federal water law.
  7. **Support** legislation that will complete the work initiated through the Trial Court Unification Act by making justice system costs that are controlled or imposed by the judiciary but inadvertently remain the responsibilities of the counties the clear responsibility of the State of California and the California Superior Court to fund.
  8. **Support** efforts to increase and/or preserve funding allocations to support criminal justice realignment costs including inmate healthcare and jail expense costs.
  9. **Support** Federal and State funding and programs to provide comprehensive, effective mental health and substance abuse treatment programs for criminal defendants, thereby reducing recidivism and protecting the public.
  10. **Watch** proposed bail system reform efforts in California to ensure full state funding of any new pre-trial release and supervision requirements.
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11. **Support** legislation and policies to improve re-entry options for adult and juvenile probationers, including housing.
12. **Support** legislation and policies to expand and enhance Evidence-Based Programs available to clients.
13. **Support** legislation and policies that will allow for continued investment in community corrections training.
14. **Support** legislation to bolster flexible policies and resources for drug treatment and mental health services for probationers.
15. **Support** legislation and policies to protect resources that support foster youth in Continuum of Care Reform.
16. **Support** legislation and policies that ensure resources for supervision, rehabilitative programming, and re-entry services for adult and juvenile offenders.
17. **Support** legislation and policies to preserve and provide resources at the Federal, State, and local level for effective community supervision practices.
18. **Support** legislation that enhances educational programs for adult and juvenile offenders.
19. **Support** legislation which will provide funding for probation services provided to drug offenders, and mentally ill incarcerated offenders.
20. **Support** legislation to authorize local probation departments to collect outstanding victim restitution through the civil process.

## TRIBE AND INTERGOVERNMENTAL RELATIONS

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1. **Support** the following goals for county-tribal intergovernmental relations:
    - facilitate intergovernmental agreements
    - develop mechanisms to mitigate for the off-reservation impacts of tribal developments on local government services and the environment
    - promote best practices and models of successful tribal-county relationships.
  2. **Support** the promotion and development of positive working relationships between the County and local tribes to the mutual benefit of both parties and the communities they respectively serve.
  3. **Support** legislation or policy that provides for or recognizes enforceable agreements between tribes and local governments concerning the mitigation of off-reservation impacts of development on tribal land.
  4. **Oppose** any federal or state limitation on the ability of tribes, counties and other local governments to reach mutually acceptable and enforceable agreements, including any federal prohibitions on deed restrictions mutually agreed to by tribal and local governments.
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## VETERANS' SERVICES

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1. **Support** legislation and efforts that ensure access to the services and benefits to which veterans are entitled, including housing, healthcare, employment, education and training, and community reintegration assistance.
2. **Support** legislation that provides funding for veterans housing programs, such as the Veterans and Affordable Housing Bond Act of 2018.
3. **Support** the development of specific strategies for intervention and service delivery to veterans through cooperation between federal, state, and local governments, as well as community and private organizations serving veterans.
4. **Support** coordination of services for veterans among all entities that serve this population, especially in housing, treatment, and employment training.



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2022-3344

### Acceptance of Local Agency Technical Assistance Grant County Administrator - Information Services

ACTION REQUIRED

#### ITEM SUBMITTED BY

Scott Armstrong, Information Services Director

#### ITEM PRESENTED BY

Scott Armstrong, Information Services Director

#### RECOMMENDED ACTION:

Request Board accept the Local Agency Technical Assistance (LATA) grant from the State of California, and authorize the Chairperson to sign the LATA Grant Consent Form.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The County of Inyo requested \$1,000,000 (\$500,000 per year for two years) under the Local Area Technical Assistance (LATA) program to develop shovel-ready plans for last-mile broadband projects throughout underserved portions of the County. The California Public Utilities Commission approved our LATA grant request through their Resolution T-17779 on January 26, 2023. In order to formally accept this grant, the County of Inyo is required to complete and sign the "California Public Utilities Commission Local Agency Technical Assistance Program Consent Form, Acknowledgement and Acceptance of Terms" within 30 days of the approval of our grant.

The specific requirements from the Grant Manual, section VII. Required Forms and Obligations:

"The Consent Form binds the grant recipient to the terms, conditions, and requirements of both the authorizing Decision and the approval document (either a Commission Resolution awarding the grant or an award letter, if approved by CD staff). Grantees must sign and submit a Consent Form within 30 calendar days from the date of the award. Failure to submit the Consent Form within 30 calendar days from the date of award letter will deem the grant null and void."

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant Funded -- California Public Utilities Commission Local Agency Technical Assistance	<b>Budget Unit</b>	TBD
<b>Budgeted?</b>	Budget will be amended to include at Mid-Year	<b>Object Code</b>	TBD
<b>Recurrence</b>	One-Time Award -- Two Year Performance Period		
<b>Current Fiscal Year Impact</b>			
Up to \$500,000 for the current calendar year starting January 26, 2023, based on reimbursable work products.			
<b>Future Fiscal Year Impacts</b>			

Up to \$500,000 for the future calendar year starting January 26, 2024, based on reimbursable work products.

**Additional Information**

This is a reimbursement grant based on actual expenditures and costs incurred, therefore budget numbers are provided for the upper limit in either grant. Inyo County will serve as the Fiscal Agent for this grant and new budget unit will be created to support these work efforts and effectively track the funding.

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not approve this grant consent form, in which case we will not use grant funds to develop engineering plans for broadband deployment to support future broadband construction projects.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. County of Inyo LATA Award Letter
2. Inyo Gov Agency Taxpayer ID Form
3. Inyo County LATA Consent Form 9-27-22

**APPROVALS:**

Scott Armstrong	Created/Initiated - 1/31/2023
Darcy Ellis	Approved - 1/31/2023
Scott Armstrong	Approved - 1/31/2023
John Vallejo	Approved - 2/1/2023
Amy Shepherd	Approved - 2/1/2023
Nate Greenberg	Final Approval - 2/2/2023



PUBLIC UTILITIES COMMISSION  
STATE OF CALIFORNIA  
505 VAN NESS AVENUE | SAN FRANCISCO, CALIFORNIA 94102  
300 CAPITOL MALL | SACRAMENTO, CALIFORNIA 95814

January 26, 2023

Scott Armstrong, Information Services Director, County of Inyo

[sarmstrong@inyoucounty.us](mailto:sarmstrong@inyoucounty.us)

Re: County of Inyo Broadband Expansion Projects

Dear Scott Armstrong:

Congratulations! The California Public Utilities Commission is pleased to inform you that the County of Inyo's application for Local Agency Technical Assistance grant funding for the County of Inyo Broadband Expansion Projects in the amount of up to \$1,000,000 has been approved. Your application was received during the August 2022 application window and was posted on the CPUC's Local Agency Technical Assistance webpage. Per Resolution T-17779, the Commission has approved your award.

The award is predicated on the County of Inyo's agreement to provide technical assistance as detailed in its application. In its application, County of Inyo agreed to comply with the specified Ministerial Review criteria as well as to fulfill all requirements, guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026 including but not limited to execution and performance, payment, reporting and award acceptance requirements listed in Attachments 1 and 2 of this letter. Please sign and submit the following: 1. A [Consent Form](#) binding your organization to the terms of the grant and 2. A State of California [Government Agency Tax Payer ID Form](#) for tax reporting purposes. **You must submit these documents within 30 days of the date of this letter. If you do not, this award is void.**

Thank you for your application and please direct any questions to Angela Beane ([angela.beane@cpuc.ca.gov](mailto:angela.beane@cpuc.ca.gov)) and/or refer to the Grantee Administrative Manual, available at <https://bit.ly/CPUCLATA>.

We appreciate your efforts to provide service to our fellow Californians.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Osborn".

Robert Osborn  
Director  
Communications Division

## **ATTACHMENT 1**

### **Requirements**

The grant award is predicated on the applicant's (hereafter "The County of Inyo") agreement to provide technical assistance as detailed in its application. In its application, The County of Inyo agreed and attested to comply with the specified Ministerial Review criteria as well as fulfilling all requirements guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026, including but not limited to execution and performance, payment, reporting and award acceptance requirements. Key requirements of Local Agency Technical grant include, among others:

- All costs are related to the development of broadband network deployment projects to benefit unserved or underserved Californians. These projects may include, but are not limited to, the costs of joint powers authority formation, environmental studies, network design, and engineering study expenses.
- Grant may not exceed \$500,000 per local agency, per fiscal year.
- A signed affidavit agreeing to comply with the terms, conditions and requirements of the grant and submits to the jurisdiction of the Commission with respect to the disbursement and administration of the grant as well as applicable state and federal rules concerning broadband services.
- Grantee must sign a Consent Form agreeing to the terms stated in the award letter as well as all Local Agency Technical Assistance Rules and Requirements, Guidelines and Application Materials in D.22-06-026.
- Grantee must complete the reimbursable work product within 24 months.
- Grantee must provide Staff a copy of the final reimbursable work product.

### **Reporting**

The grant award is contingent upon fulfilling the reporting requirements per D.22-06-026, Attachment 1.

SB 156 requires grantees to fulfill the monthly reporting requirements set forth in Public Utilities Code section 281(l)(1) if they are using a licensed contractor or subcontractor\* to undertake a contract or subcontract in excess of twenty-five thousand dollars (\$25,000). The Commission is required to post that information on its website. Specifically, SB 156 requires the following to be reported to the Commission on a monthly basis:

- The name and contractor's license number of each licensed contractor and subcontractor undertaking a contract or subcontract in excess of twenty-five thousand dollars (\$25,000) to perform work on a project funded or financed pursuant to this section.
- The location where a contractor or subcontractor described in subparagraph (A) will be performing that work.
- The anticipated dates when that work will be performed.

\*Licensed contractor or subcontractor means any contractor that holds a California state license through the contractor's state license board (<https://www.cslb.ca.gov/>).

### **Post-completion**

Upon completion of the reimbursable work product and before final payment, Grantees must:

- Provide a signed completion form stating the technical assistance work has been completed suitable to be posted on the Commission's webpage. The signed completion form must be provided prior to final payment and must include a short summary of the reimbursable work product(s) performed under the contract, including demonstration that the reimbursable work product(s) identify broadband infrastructure deployment projects that will help achieve the CASF deployment goal, and identification of the area(s) where the applicant intends to deploy broadband based on the reimbursable work product(s).
- Provide a copy of each reimbursable work product's final report(s), plans, studies, etc. produced under the contract.

### **Payment**

Payment will be made directly to the local agency as the grant recipient. Local agency grantees may request partial reimbursement if they complete one or more of the approved reimbursable work products prior to completion of other reimbursable work products approved in the same grant authorization. Payment will be based upon receipt and approval of an invoice(s) submitted by the local agency showing the expenditures incurred for the reimbursable work product, along with the reimbursable work product final report/study/joint powers agreement, etc., and the completion reporting required above. The invoice(s) must be supported by documentation including but not limited to the actual cost of labor and any other expense that will be recovered by the grant.

To the extent that any portion of an award was used to reimburse a local agency for administrative costs associated with securing or completing a reimbursable work product, the local agency must submit an itemized accounting of such costs, demonstrating the total requested for reimbursement does not exceed 15 percent of the total authorized award. If any portion of reimbursement is found to be out of compliance, grantees will be responsible for refunding any disallowed amount along with appropriate interest rates determined in accordance with applicable Commission decisions. Grantees are required to maintain records such as files, invoices, and other related documentation for five years after final payment. Grantees shall make these records and invoices available to the Commission upon request and agree that these records are subject to a financial audit by the Commission at any time within five years after the final payment made to a grantee.

### **Execution and Performance**

The County of Inyo must complete the project within the 24-month timeframe in accordance with the terms of approval granted by the Commission. If the Grantee is unable to complete project within the 24-month timeframe, it must notify the Commission or Director of Communications Division as soon as it becomes aware of this prospect. The Commission may reduce or withhold payment for failure to satisfy this requirement. In the event that the Grantee or contractor fails to complete the work in accordance with the approval granted by the Commission, and as described in its application and contract, the Grantee must reimburse some or all of the funds it has received.



The County of Inyo must sign and submit the linked [Consent Form](#) agreeing to the terms of the award **within 30 calendar days from the date of this letter**. Failure to submit the Consent Form within the timeframe required, the CPUC will deem the grant or award null and void.

The County of Inyo must communicate in writing to the Communications Division's Director regarding any changes to the substantive terms and conditions underlying the Commission's approval of the grant (such as changes to a reimbursable work product contract, work plan or budget) at least 30 days before the anticipated. Substantive changes may require approval by either the Communications Division Director or by Commission Resolution before becoming effective.

The Commission has the right to conduct any necessary audit, verification, and discovery for work proposed or completed under the technical assistance to ensure that funds are spent in accordance with Commission rules and with the terms of approval by the Commission.

**Attachment 2**

**Local Agency Broadband Technical Assistance Reporting Requirements and Guidelines**

Version December 2022

The Local Agency Technical Assistance program provides grants for eligible pre-construction work which facilitates the construction of broadband network projects. When the California Public Utilities Commission (CPUC) established the technical assistance grant program, the program was funded with American Rescue Plan Act monies administered by the U.S. Treasury. The source of technical assistance funding has changed. This guidance outlines grantee reporting.

The Commission issued [Decision \(D.\) 22-02-026](#) establishing program requirements for the Local Agency Technical Assistance Grant Program.

Grantees must file **quarterly** progress reports to the Commission with the below information.

*Narrative Project Information*

- 1.1 The counties, cities and census designated places where households, businesses, and community anchor institutions are planned to be served by the broadband project.
- 1.2 Confirmation that the technical assistance is designed to support projects that, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
- 1.3 Statement of intention about the pricing plans for projects that the technical assistance will support, such as offering of affordable plan or low-income plan subsidized with other funding (ACP).
- 1.4 Information on broadband need in the project area.
- 1.5 Statement describing the community benefits of broadband technical assistance.

*Detailed Project Information*

- 2.1 Individual work products granted by the program.
  - o Dollars/hours expended per task/work product.
- 2.2 Estimated construction start date (month/year).
- 2.3 Estimated construction completion date (month/year).
- 2.4 Estimated initiation of operations date (month/year).
- 2.5 Planned project technology type(s):
  - o Fiber
  - o Coaxial Cable
  - o Terrestrial Fixed Wireless
  - o Other (specify)
- 2.6 Estimated total miles of fiber to be deployed.
- 2.7 Planned number of locations to be served, broken out by type:

- o Residential locations
- o Business connections
- o Community anchor institutions

2.8 Planned non-promotional prices including associated fees, speed tiers, and data allowance for each speed tier.

2.9 Other data on broadband need, by location.

**Submission**

To assist grantees with the filing of quarterly progress reports to the Commission, a sample of the reporting requirements is found in Attachment A of this document: <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/broadband-implementation-for-california/lata-reporting-requirements-dec-22.pdf>

Planned project information listed in Attachment A should be submitted on a quarterly basis to the Commission’s email at [Broadband.TechAssist@cpuc.ca.gov](mailto:Broadband.TechAssist@cpuc.ca.gov). Grantees need to include in the email subject line:

1. Application Name
2. Project Name
3. The Reporting Quarter/Month

Updated quarterly project submissions are required to be sent by the due dates shown below. Grantees are responsible for contacting the Commission at [Broadband.TechAssist@cpuc.ca.gov](mailto:Broadband.TechAssist@cpuc.ca.gov), if the information cannot be submitted on time.

Reporting Period	Project Information Due to CPUC
October 1 – December 31, 2022	January 31, 2023
January 1 – March 31, 2023	April 28, 2023
April 1 – June 30, 2023	July 31, 2023
July 1 – September 30, 2023	October 31, 2023
October 1 – December 31, 2023	January 31, 2024
January 1 – March 31, 2024	April 28, 2024
April 1 – June 30, 2024	July 31, 2024
July 1 – September 30, 2024	October 31, 2024
October 1 – December 31, 2024	January 31, 2025
January 1 – March 31, 2025	April 30, 2025
April 1 – June 30, 2025	July 31, 2025
July 1 – September 30, 2025	October 31, 2025
October 1 – December 31, 2025	January 30, 2026
January 1 – March 31, 2026	April 30, 2026
April 1 – June 30, 2026	July 31, 2026
July 1 – September 30, 2026	October 30, 2026
October 1 – December 31, 2026	January 31, 2027

### Additional Information

Reporting requirements and guidelines are subject to change, and CPUC or the Commission may define additional requirements on CPUC's [website](#).



The principal purpose of the information provided is to establish the unique identification of the government entity.

**Instructions:** You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (\*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name\*

Remit-To Address (Street or PO Box)\*

City\*  State \*  Zip Code\*\*+4

Government Type:  City  County  Special District  Federal  Other (Specify)

Federal Employer Identification Number (FEIN)\*

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	<input type="text" value="Inyo County Health &amp; Human Services"/>	Complete Address	<input type="text" value="PO Drawer H, Independence, CA 93526"/>
Dept/Division/Unit Name	<input type="text" value="Inyo County Planning Department"/>	Complete Address	<input type="text" value="PO Drawer L, Independence, CA 93526"/>
Dept/Division/Unit Name	<input type="text" value="Inyo County Environmental Health"/>	Complete Address	<input type="text" value="1360 N. Main St., Independence, CA 93514"/>
Dept/Division/Unit Name	<input type="text" value="Inyo County Library"/>	Complete Address	<input type="text" value="PO Drawer K, Independence, CA 93526"/>

Contact Person\*  Title

Phone number\*  E-mail address

Signature\*  Date

**California Public Utilities Commission  
Local Agency Technical Assistance Program**

**CONSENT FORM  
Acknowledgement and Acceptance of Terms**

Applicant Name: County of Inyo

Key Project Contact: Scott Armstrong

The Grantee identified above acknowledges receipt of the California Public Utilities Commission Resolution T-\_\_\_\_\_ or Award Letter Dated Jan. 26, 2023 and agrees to comply with all grant terms, conditions, and requirements set forth in the Resolution or Approval Letter including those in the Local Agency Technical Assistance Rules.

Undersigned representative of County of Inyo [Name of Grantee] is duly authorized to execute this Consent Form on behalf of the Grantee and to bind the Grantee to the terms, conditions, and requirements set forth in California Public Utilities Commission Resolution T-\_\_\_\_\_ or Award Letter.

Dated this 7th day of February, 2023

Signature of Local Agency/Tribe:

\_\_\_\_\_

Title Board Chairperson

Printed Name Jennifer Roeser

\_\_\_\_\_

Organization or Name of Local Agency or Tribe:

County of Inyo

Business Address (include street address, suite/apt. number, city, state, and ZIP Code):

224 N. Edwards St., Independence, CA 93526

Telephone Number: (760) 878-0292

Email Address: jroeser@inyocounty.us





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2023-3391

### CPS Human Resources Agreement Amendment County Administrator - Personnel ACTION REQUIRED

#### ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

#### ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

#### RECOMMENDED ACTION:

Request Board ratify and approve the Amendment to the CPS HR Consulting services agreement with an updated term of January 5, 2023 through March 31, 2023, and authorize the Assistant County Administrator to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

In May of 2022, your Board approved the original agreement with CPS HR Consulting to recruit for the position of HHS Deputy Director - Public Health & Prevention. After an extensive search, CPS HR Consulting presented the Department with two qualified applicants to interview. Unfortunately, one of the applicants withdrew prior to the interview, and while the second applicant was offered the position, they ultimately declined the offer.

CPS HR Consulting continues to recruit for this position, and provides the County and Department with regular candidate updates. This amendment will allow the County to continue utilizing the specialized skills and recruiting resources to fill this critical HHS vacancy.

#### FISCAL IMPACT:

<b>Funding Source</b>	Health and Human Services - Health Budget - No General Funds	<b>Budget Unit</b>	045100
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Health and Human Services

**ATTACHMENTS:**

1. CPS HR Consulting Contract Amendment 1
2. CPS HR Consulting Contract

**APPROVALS:**

Keri Oney	Created/Initiated - 1/9/2023
Darcy Ellis	Approved - 1/10/2023
Sue Dishion	Approved - 1/10/2023
John Vallejo	Approved - 1/10/2023
Amy Shepherd	Approved - 1/11/2023
Nate Greenberg	Final Approval - 1/31/2023



**First Amendment to County of Inyo  
Consulting Services Agreement  
HHS Deputy Director – Public Health and Prevention Recruitment**

**Term Extension Only**

THIS FIRST AMENDMENT (this “Amendment”) is made by and between Cooperative Personnel Services dba **CPS HR Consulting**, (“CPS HR”) located at 2450 Del Paso Road, Ste 220, Sacramento, California, 95834 and the **County of Inyo** (“Client”) with offices at 168 N Edwards St., Independence, CA 93526.

Whereas, CPS HR and Client have entered into the Agreement (as defined below); and

Whereas, CPS HR and Client desire to modify the Agreement on the terms and conditions set forth herein;

Now, therefore, CPS HR and Client agree as follows:

1. **Definitions:** The following definitions shall apply to this Amendment:
  - (a) **Agreement.** The term “Agreement” shall mean the Agreement dated May 10, 2022 by and between CPS HR and Client.
  - (b) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
2. **Modifications to the Agreement.** The Agreement is hereby reinstated and modified to extend the Term date as follows:
 

**Page 1, Section E.** 1. Term. The term of this Agreement is from the Effective Date through March 31, 2023.
3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after January 5, 2023.
4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CPS HR and CLIENT have executed this Amendment as of the date below.

**Cooperative Personnel Services dba  
CPS HR Consulting**

**County of Inyo**

By: Sandy MacDonald-Hopp  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Name: Sandy MacDonald-Hopp

Name: Sue Dishon

Title: Chief Financial Officer

Title: Assistant County Administrator

# *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 7<sup>th</sup> day of June 2022 an order was duly made and entered as follows:

*Personnel – CPS  
HR Consulting  
Agreement*

Moved by Supervisor Pucci and seconded by Supervisor Roeser to ratify and approve the CPS HR Consulting services agreement in an amount not to exceed \$17,500 and authorize the Assistant County Administrator to sign. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel X Auditor CAO Other: DATE: June 7, 2022

WITNESS my hand and the seal of said Board this 7<sup>th</sup>  
Day of June, 2022



LESLIE L. CHAPMAN  
Clerk of the Board of Supervisors

*Leslie L. Chapman*

By: \_\_\_\_\_



# County of Inyo



## County Administrator - Personnel

### CONSENT - ACTION REQUIRED

**MEETING:** June 7, 2022

**FROM:** Sue Dishion

**SUBJECT:** CPS HR Agreement

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**RECOMMENDED ACTION:**

Request Board ratify and approve the CPS HR Consulting services agreement in an amount not to exceed \$17,500 and authorize the Assistant County Administrator to sign.

**SUMMARY/JUSTIFICATION:**

This agreement will provide for CPS HR to do the recruitment for the vacant Deputy Public Health/Prevention Director. The County has been recruiting and it has been unsuccessful in finding a candidate. CPS HR specializes in these types of recruitments.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

Health and Human Services

**FINANCING:**

Health and Human Services Budget Unit (045100) will be funding this agreement.

**ATTACHMENTS:**

1. CPS HR Agreement

**APPROVALS:**

Darcy Ellis  
Keri Oney  
John Vallejo  
Amy Shepherd

Created/Initiated - 6/1/2022  
Approved - 6/2/2022  
Approved - 6/2/2022  
Final Approval - 6/2/2022





# CPS HR CONSULTING

## CONSULTING SERVICES AGREEMENT County of Inyo – Executive Recruitment Services for HHS Deputy Director – Public Health and Prevention

**This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR) and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of May 10, 2022 (Effective Date). CPS HR and the Client shall be collectively referred to herein as the "Parties" and individually as a "Party."**

- A. Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.
- B. Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit ("A")). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.
- C. Compensation.**
- 1. Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. Client will reimburse CPS HR for business expenses as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.
  - 2. Funding.** Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client's governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.
  - 3. Late Payment.** Any invoices not paid within thirty (30) days may incur a service charge of the lesser of two percent (2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.
- D. Taxes.** Except as expressly stated in the Statement of Work, the fees listed therein are in addition to, and not in lieu of, any additional fees, assessments, levies, taxes, etc.

assessed against the transactions contemplated herein (Taxes). With the exception of Taxes imposed on CPS HR' net income, all Taxes shall be Client's responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit, upon invoice.

**E. Term and Termination of Agreement.**

**1. Term.** The term of this Agreement is from the Effective Date through December 31, 2022.

**2. Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.

**3. Termination without Cause.** Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.

**4. Payment on Termination.** Upon termination without cause, Client shall pay CPS HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

**F. Limited Warranty.**

**1. Warranty.** CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards.

**2. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL

WARRANTIES IMPLIED FROM ANY COURSE OF DEALING AND NO REPRESENTATIVE OF CPS HR IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

**G. Work Product.**

**1. Ownership.** Upon CPS HR' receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR' work, or delivered by CPS HR to Client in the course of performing services (collectively, "Work Product") shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS HR or its subcontractors.

**2. Retention of Rights.** Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, survey content and copyrightable works.

**H. Release of Information to Third Parties.**

Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records

statute. Client and CPS HR shall cooperate with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

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

**J. Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CPS HR' LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS HR.

**K. Miscellaneous.**

**1. Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons at the address listed in the Statement of Work.

**2. Dispute Resolution; Remedies.**

(a) In the event of a dispute, the parties may agree to pursue mediation or either binding or

nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) If either CPS HR or Client determines it appropriate to file a judicial action, then, in addition to any other remedies available at law or in equity, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, CPS HR shall be entitled to seek equitable relief, including injunction.

**3. Attorneys Fees.** If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

**4. Governing Law.** This Agreement will be governed by the laws of the State of California without regard to its rules concerning conflict of laws.

**5. Force Majeure.** Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

**6. Waiver.** The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver

by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.

**7. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

**8. Counterparts; Facsimile Signature; Electronic Signature.** This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

**9. Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

**10. Ambiguities.** As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

**Cooperative Personnel Services dba  
CPS HR Consulting  
2450 Del Paso Rd. Ste 220, Sacramento, CA 95834**

By: Sandy MacDonald-Hopp  
Authorized Signature

Name: Sandy MacDonald-Hopp

Title: Chief Financial Officer

**Inyo County  
1360 N. Main Street, Suite 269  
Bishop, CA 93526**

By: Sue Dishion  
Authorized Signature

Name: Sue Dishion

Title: Assistant County Administrator

**Exhibit A  
Statement of Work**

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. SERVICES: CPS HR shall assist Inyo County ("County") with the recruitment of a Health and Human Services Deputy Director, Public Health and Prevention by providing the following services:

Phase I:

- Meet with appropriate stakeholder(s) to gather information on the organization and to develop the specifications and ideal candidate profile for the position
- Coordinate with the County on development of recruitment brochure for the desired position; prepare brochure design
- Complete recruitment brochure and post brochure on CPS HR website
- Place ads in agreed upon trade journals, web sites and other appropriate sources
- Print and distribute brochure/job announcement
- Receive all resumes and acknowledge receipt thereof
- Respond to inquiries from applicants and potential applicants
- Keep client posted on recruitment progress
- Conduct aggressive outreach by initiating contact with potential applicants and with referral sources

Phase II:

- Review application materials and identify candidates for further consideration
- Conduct preliminary screening interviews
- Submit "Client Report" (includes resumes, summary of resumes, notes, overview)
- Meet with County to discuss the report and the results of the screening interviews in order for the Agency to identify an appropriate number to interview as finalists (or semi- finalists)
- Notify all applicants of status in the recruitment

Phase III:

- Prepare an assessment process for finalists in coordination with the County
- Schedule candidates for participation in finalist assessment; send invitations to candidates and coordinate travel/accommodations
- Prepare evaluation materials
- Facilitate finalist assessment process in coordination with the County
- Conduct reference and background checks on top identified candidate(s) following assessment process

2. CLIENT RESPONSIBILITIES:

a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team. Client's Project Representative will be responsible for the following activities:

1. Coordinating all meeting schedules, conference calls, facilities and equipment needs
2. Coordinating interview schedules and facilities and distributing project update information

- b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.
3. CPS HR PROJECT MANAGER: Pamela Derby      Phone: (916) 471-3126      Email: [pderby@cpshr.us](mailto:pderby@cpshr.us)
  4. CLIENT PROJECT MANAGER: Sue Dishion      Phone: (760) 878-0377      Email: [sdishion@inyocounty.us](mailto:sdishion@inyocounty.us)
  5. SERVICE FEES and EXPENSES: Fixed Fee \$17,500 (discounted rate for a full recruitment)
    - a. All Services provided to Client by CPS HR hereunder are priced on a FIXED PRICE basis. All amounts are based upon the following assumptions. Any deviations from the following assumptions may result in an increase in the Fees: (i) Client will timely perform its responsibilities as set forth in this SOW; and (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS HR holidays ("Normal Business Hours").
    - b. Professional Services Fees: The professional fixed fee of \$17,500 covers all CPS HR services associated with Phases I, II, and III of the recruitment process, including the necessary field visits to develop the candidate profile and recruitment strategy, assist the Client with finalist selection, and facilitate candidate interviews. The professional fixed fee includes the following expenses: brochure design and printing, advertising, background check on the selected finalist candidate, supplies, shipping, and consultant travel.
    - c. Additional Expenses Not Included: Travel expenses for candidates who are invited forward in the interview process are NOT included. However, should the Client desire CPS HR's Travel Team to assist with these arrangements, CPS HR can provide assistance. This might require an amount be added to the Agreement.
    - d. Invoices: CPS HR will invoice Client at the fixed fee rate of \$17,500 billed in three monthly installments of \$5,000 and a fourth installment of \$2,500. Client will pay CPS HR within thirty (30) days following receipt of invoice.
    - e. One-Year Guarantee: If the employment of the candidate selected and appointed by the Client, as a result of a full executive recruitment (Phases I, II, and III), comes to an end before the completion of the first year of service, CPS HR will provide the Client with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The Client would be responsible only for reimbursable expenses. This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period. Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.
  6. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.
  7. This SOW covers work requested and performed prior to the commencement of this SOW.



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2023-3412

### AB 361 Findings Regarding Remote Board of Supervisors Meetings County Council ACTION REQUIRED

**ITEM SUBMITTED BY**

Office of County Counsel

**ITEM PRESENTED BY**

John Vallejo, County Counsel

**RECOMMENDED ACTION:**

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

**BACKGROUND / SUMMARY / JUSTIFICATION:**

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

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

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

**FISCAL IMPACT:**

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

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

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

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. AB 361 Public Meeting Recommendations

**APPROVALS:**

Darcy Ellis	Created/Initiated - 1/11/2023
John Vallejo	Final Approval - 1/11/2023





*County of Inyo*

**HEALTH & HUMAN SERVICES DEPARTMENT**

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

**Marilyn Mann, Director**  
*mmann@inyocounty.us*

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Date: September 23, 2021

To: Inyo County Local Agency Governing Bodies

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

Re: Continued Recommendation Re Social Distancing and Remote Meetings

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

This recommendation will remain in place until further notice.

Dr. James A. Richardson  
Inyo County Health Officer



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2023-3400

### Data Sharing Agreement Provided by Cal HHS Health & Human Services

ACTION REQUIRED

#### ITEM SUBMITTED BY

Marilyn Mann, HHS Director

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director

#### RECOMMENDED ACTION:

Request Board approve the Data Sharing Agreement between the County of Inyo and California Health and Human Services (Cal HHS) for the provision of data sharing policy and procedures issued statewide, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

California Health and Human Services Agency Center for Data Insight and Innovation has produced the core expectations that guide the design and implementation of the data exchange framework that supports statewide data sharing. The data sharing is to expand the exchange of health information among health care entities, government agencies and social service programs beginning in 2024. This is the framework that allows us to have more detailed, data-sharing MOUs with our Managed Care Plans.

#### FISCAL IMPACT:

<b>Funding Source</b>	N/A. There is no fiscal impact.	<b>Budget Unit</b>	
<b>Budgeted?</b>	N/A	<b>Object Code</b>	
<b>Recurrence</b>			
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Data Sharing Agreement is required to complete milestone 3a for the Behavioral Health Quality Improvement Plan (BHQIP) and if not approved, will affect the funding received for project.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

**ATTACHMENTS:**

1. CHHS DSA Policies and Procedures
2. CalHHS Agreement

**APPROVALS:**

Lori Bengochia	Created/Initiated - 1/10/2023
Melissa Best-Baker	Approved - 1/11/2023
Darcy Ellis	Approved - 1/11/2023
Marilyn Mann	Approved - 1/11/2023
John Vallejo	Approved - 1/12/2023
Marilyn Mann	Final Approval - 1/13/2023

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Process for Amending the DSA</b>	
<b>Status: Final</b>	<b>Policy: OPP-1</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

## **I. Purpose**

The Governance Entity has responsibility for overseeing the implementation and operation of the California Health and Human Services Data Exchange Framework (“Data Exchange Framework”). The Data Exchange Framework includes the Data Sharing Agreement (the “DSA”), which is executed by all of the Participants in the Data Exchange Framework. The Governance Entity has responsibility for managing amendments to the DSA. The purpose of this policy is to set forth the process by which the Governance Entity will fulfill this responsibility.

## **II. Policy**

The Governance Entity shall follow the process set forth in this policy in order to amend the DSA. An amendment to the DSA shall be effective only if implemented as provided in this policy.

This policy shall be effective as of January 31, 2024.

## **III. Procedures**

### **1. RETENTION AND DISSEMINATION OF THE DSA**

a. The Governance Entity shall maintain the DSA in a publicly accessible location and shall maintain all original, executed copies of the DSA. In addition, the Governance Entity shall maintain a list of the current and prior Participants, as well as a list of individuals and entities that are required to execute the DSA but have not yet done so, in a publicly accessible location. The current version of the DSA as well as originals of all previous versions shall be maintained for the duration of their usefulness as determined by the Governance Entity.

### **2. SUBMISSION OF PROPOSED AMENDMENTS TO THE DSA**

a. Any member of the Governance Entity, Participant or any other stakeholder that the Governance Entity deems appropriate may submit in writing to the Governance Entity a request for an amendment to the DSA. Additionally, the Governance Entity may, at its discretion, solicit requests for amendments to the DSA from all Participants and other interested stakeholders. All requests for proposed amendments shall identify the section of the DSA that is the subject of the requested amendment (if any) and shall provide (i) a thorough description of why the requested amendment is necessary, (ii) the proposed language for the requested amendment and (iii) an analysis of the expected impact of the requested amendment.

### **3. CONSIDERATION OF PROPOSED AMENDMENTS TO THE DSA**

a. The Governance Entity shall define criteria for which requests for proposed amendments merit additional consideration.

b. If a request for a proposed amendment satisfies the criteria established by the Governance Entity, the Governance Entity will forward such request to legal counsel for an initial legal review. Following this initial legal review, a task force established by the Governance Entity

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Process for Amending the DSA</b>	
<b>Status: Final</b>	<b>Policy: OPP-1</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

shall, in consultation with local partners and a stakeholder advisory group appointed by the Secretary of California Health and Human Services, determine how to address the request.

c. Prior to approving any amendments to the DSA, the task force shall solicit and consider comments from the Participants on the new, amended, repealed or replaced provisions of the DSA. To promote openness and transparency, the task force shall post proposed changes to the DSA to a publicly accessible location.

d. Following the task force’s approval of the amendment to the DSA, the Participants shall be given at least forty-five (45) calendar days to review the approved amendment and register an objection if a Participant believes the amendment will have a significant adverse operational or financial impact on the Participant. Such objection shall be submitted to the Governance Entity and contain a summary of the Participant’s reasons for the objection.

e. If the task group’s recommendation is that the DSA should not be amended and the Governance Entity approves such a recommendation, the Governance Entity will inform the requestor of its determination in a written explanation.

## 4. IMPLEMENTATION OF PROPOSED AMENDMENTS TO THE DSA

a. If the task group’s recommendation is to amend the DSA and the Governance Entity approves such a recommendation, the Governance Entity will circulate the amendment to all of the Participants for signature at one hundred and eighty (180) calendar days prior to the effective date of the amendment, except in the event that a shorter time period is necessary in order to comply with Applicable Law. When the Governance Entity circulates the amendment for signature, the Governance Entity will also provide Participants with the following information:

- i. A reasonably comprehensive statement as to the reasons for the amendment and any foreseeable impact of the change;
- ii. A statement regarding whether the amendment is necessary in order for the Data Exchange Framework, the Governance Entity or Participants to comply with Applicable Law;
- iii. The effective date of the amendment; and
- iv. A time period for the Participants to execute the proposed amendment.

## IV. Definitions

All other capitalized terms not defined herein shall have the same meaning as set forth in the DSA.

## V. References

## VI. Related Policies and Procedures

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Process for Amending the DSA</b>	
<b>Status: Final</b>	<b>Policy: OPP-1</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

## VII. Version History

	<b>Date</b>	<b>Author</b>	<b>Comment</b>
	July 1, 2022	CalHHS CDII	Final

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Development of and Modifications to Policies and Procedures</b>	
<b>Status: Final</b>	<b>Policy: OPP-2</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

## **I. Purpose**

The Governance Entity has responsibility for developing, maintaining, repealing, amending and retaining Policies and Procedures (“Policies”) to implement the California Health and Human Services Data Exchange Framework (“Data Exchange Framework”). The purpose of this policy is to set forth the procedures by which the Governance Entity will fulfill these responsibilities.

## **II. Policy**

The Governance Entity shall follow the process set forth in this policy in order to develop, amend, repeal and/or replace Policies. An amendment to a Policy shall be effective only if implemented as provided in this Policy.

This policy shall be effective as of January 31, 2024.

## **III. Procedures**

### **1. RETENTION, MAINTENANCE AND DISSEMINATION OF POLICIES AND PROCEDURES**

a. All Policies shall be maintained in an accessible electronic and printable format by the Governance Entity in a location that is accessible to the public. All current Policies as well as originals of all amended, repealed and replaced Policies shall be maintained for the duration of their usefulness as determined by the Governance Entity.

### **2. SUBMISSION OF PROPOSED NEW, AMENDED, REPEALED OR REPLACED POLICIES AND PROCEDURES**

a. Any Participant or other stakeholder the Governance Entity deems appropriate may submit in writing to the Governance Entity a request for the development of a new Policy, or a request for the amendment or repeal of an existing Policy. Any member of the Governance Entity may also bring forth any concern or question regarding the Policies. All such requests shall (i) identify the Policy that is the subject of the requested change (if any), (ii) identify the type of Policy sought (if it is a development request), (iii) provide a thorough description of why the request is necessary, and (iv) provide an analysis of the expected impact of adopting the new Policy or modifying/repealing an existing Policy.

### **3. CONSIDERATION OF PROPOSED NEW, AMENDED, REPEALED OR REPLACED POLICIES AND PROCEDURES**

a. The Governance Entity will consider any requests that meet the submission criteria set forth above at its next regularly scheduled meeting following receipt of such request.

i. The Governance Entity will (a) prioritize requests; (b) consider the merits of the request, as well as the impact on Participants and individuals whose Health and Social



# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Development of and Modifications to Policies and Procedures</b>	
<b>Status: Final</b>	<b>Policy: OPP-2</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

Services Information is transmitted through the Data Exchange Framework; and (c) communicate actions taken with the requestor.

ii. Prior to approving any new, amended, repealed or replaced Policy, the Governance Entity shall solicit and consider comments from the Participants on the new, amended, repealed or replaced Policy. To promote openness and transparency, the Governance Entity shall post proposed changes to the Policies to a publicly accessible location.

iii. Following the Governance Entity's approval of the new, amended, repealed or replaced Policy, the Participants shall be given at least forty-five (45) calendar days to review the approved Policy and provide written comments to the Governance Entity, except in the event that a shorter time period is necessary in order to comply with Applicable Law.

#### 4. **IMPLEMENTATION OF CHANGES TO THE OPERATING POLICIES AND PROCEDURES**

a. If the Governance Entity receives no comments from Participants during the above-referenced comment period, the new, amended, repealed or replaced Policy shall go into effect as approved by the Governance Entity and on the date identified by the Governance Entity, unless the Governance Entity withdraws the new, amended, repealed or replaced Policy prior to such date.

b. If the Governance Entity receives comments from Participants during the above-referenced comment period, the Governance Entity shall review the new, amended, repealed or replaced Policy in light of the comments and make a determination as to how to modify the new, amended, repealed or replaced Policy, if at all.

c. Once the Governance Entity finalizes its determination, it shall provide at least one hundred and eighty (180) calendar days' notice of the effective date of the new, amended, repealed or replaced Policy, except in the event that a shorter time period is necessary in order to comply with Applicable Law. Notice of the new, amended, repealed or replaced Policy will include a summary of the comments received and the reasons the Governing Entity accepted, accepted in part, or rejected proposals made in the comments.

#### IV. **Definitions**

All capitalized terms not defined herein shall have the same meaning as set forth in the Data Sharing Agreement.

#### V. **References**

#### VI. **Related Policies and Procedures**

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Development of and Modifications to Policies and Procedures</b>	
<b>Status: Final</b>	<b>Policy: OPP-2</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

## VII. Version History

	<b>Date</b>	<b>Author</b>	<b>Comment</b>
	July 1, 2022	CalHHS CDII	Final

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Data Elements to Be Exchanged</b>	
<b>Status: Final</b>	<b>Policy: OPP-8</b>
<b>Original Publication Date: July 5, 2022</b>	<b>Version: 1.0.1</b>

## I. Purpose

The California Health and Human Services Data Exchange Framework (“Data Exchange Framework”) requires access to and exchange of usable Health and Social Services Information by health and social service providers and organizations. The purpose of this policy is to define the Health and Social Services Information to which access is to be provided or that is to be exchanged by Participants.

## II. Policy

This policy shall be effective as of January 31, 2024.

### 1. DATA TO BE EXCHANGED

a. Participants shall make available or exchange, at a minimum, data as defined in the subparagraphs below.

i. Health Care Providers, including but not limited to physician practices, organizations, and medical groups, general acute care hospitals, critical access hospitals, long term acute care hospitals, acute psychiatric hospitals, rehabilitation hospitals, skilled nursing facilities, and clinical laboratories, shall provide access to or exchange at a minimum:

a. Until October 6, 2022, data elements in the [United States Core Data for Interoperability \(USCDI\) Version 1](#) if maintained by the entity.

b. After October 6, 2022, all Electronic Health Information (EHI) as defined under federal regulation in [Section 171.102 of Title 45 of the Code of Federal Regulations](#), including data elements in the [United States Core Data for Interoperability \(USCDI\) Version 2](#), if maintained by the entity.

ii. County health facilities that are Participants shall provide access to or exchange, at a minimum, the same data required of Health Care Providers in Paragraph 1.a.i as permitted under Applicable Law and maintained by the entity.

iii. Health Plans, including but not limited to health care service plans and disability insurers that provide hospital, medical, or surgical coverage that are regulated by the Department of Managed Health Care or the Department of Insurance, Medi-Cal managed care plans, shall provide access to or exchange, at a minimum, the data required to be shared under the Centers for Medicare and Medicaid Services Interoperability and Patient Access regulations for public programs as contained in [United States Department of Health and Human Services final rule CMS-9115-F, 85 FR 25510](#) including, but not limited to, adjudicated claims, encounter data and clinical data as defined in the USCDI if maintained by the entity.

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Data Elements to Be Exchanged</b>	
<b>Status: Final</b>	<b>Policy: OPP-8</b>
<b>Original Publication Date: July 5, 2022</b>	<b>Version: 1.0.1</b>

a. For Individual Access Services, adjudicated claims and encounter information shall include cost information, specifically provider remittances and enrollee cost-sharing.

b. For Participants and Purposes other than Individual Access Services, cost information may be omitted.

c. After October 6, 2022, clinical data shall include data elements in the [United States Core Data for Interoperability \(USCDI\) Version 2](#) if maintained by the entity.

iv. Public health agencies that are Participants shall provide access to or exchange, at a minimum, the same data required of Health Care Providers in Paragraph 1.a.i as permitted by Applicable Law and maintained by the entity.

v. Intermediaries, including but not limited to health information exchange networks and health information organizations, that are Participants shall provide access to or exchange, at a minimum, all of the following that apply to the extent available, if maintained by the entity, and provided by an applicable Participant:

a. Data defined in Paragraph 1.a.i if providing exchange services to one or more Health Care Provider(s) or county health facility(ies).

b. Data defined in Paragraph 1.a.iii if providing exchange services to one or more Health Plan(s).

c. Data defined in Paragraph 1.a.iv if providing exchange services to one or more public health agency(ies).

b. Participants not listed in Paragraph 1.a that voluntarily elect to sign the Data Sharing Agreement shall provide access to or exchange Health and Social Services Information.

i. As applicable and deemed appropriate by the entity for meeting obligations under the Data Sharing Agreement, the entity shall provide access to or exchange:

a. Until October 6, 2022, data elements in the United States Core Data for Interoperability (USCDI) Version 1 if appropriate and maintained by the entity.

b. After October 6, 2022, data elements in the United States Core Data for Interoperability (USCDI) Version 2 if appropriate and maintained by the entity.

c. Information related to the provision of health care services and/or the provision of social services if appropriate for and maintained by the entity.

ii. Data to be exchanged by Participants not listed in Paragraph 1.a may be the subject of a future revision to this policy developed through a public and transparent process as described in the Development of and Modifications to Policies and Procedures.

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Data Elements to Be Exchanged</b>	
<b>Status: Final</b>	<b>Policy: OPP-8</b>
<b>Original Publication Date: July 5, 2022</b>	<b>Version: 1.0.1</b>

## 2. DATA STANDARDS

a. Participants shall use standardized data element formats, terminologies, and code sets identified in the [United States Core Data for Interoperability \(USCDI\) Version 2](#).

b. For data elements not included in USCDI Version 2, such as Electronic Health Information or claims data listed in Paragraph 1.a, Participants shall use standardized data element formats, terminologies, and code sets identified in applicable national and federally adopted standards, defined as standards published by the US Department of Health and Human Services in the [Standards Version Advancement Process](#).

c. It is the intent of the Data Exchange Framework to align with national and federally adopted standards. When conflicts exist between national and federally adopted standards and data formats, terminologies, or code sets mandated by California regulation, the California regulation shall prevail.

## 3. DATA FORMATS

a. Participants shall use national and federally adopted data standard formats in the exchange of Health and Social Services Information, which shall include one of:

i. [HL7 Messaging Standard Version 2.5.1](#)

ii. [HL7 Clinical Document Architecture \(CDA®\) Release 2](#), [HL7 Companion Guide to Consolidated Clinical Document Architecture \(C-CDA®\) 2.1](#) preferred if applicable

iii. [HL7 Fast Health Interoperability Resources \(FHIR®\) Release 4.0.1](#), [US Core Implementation Guide 4.0.0 STU4](#) preferred if applicable

## III. Definitions

**Electronic Health Information** shall mean electronic protected health information as defined in [45 CFR 160.103](#) to the extent that it would be included in a designated record set as defined in [45 CFR 164.501](#), regardless of whether the group of records are used or maintained by or for a covered entity as defined in [45 CFR 160.103](#), but EHI shall not include: (1) psychotherapy notes as defined in [45 CFR 164.501](#); or (2) information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding.

**Maintained** with respect to data shall mean that the entity has access to the data, control over the data, and the authority to make the data available, as defined for payers in the [CMS Interoperability and Patient Access Final Rule](#) but herein applied to entities beyond payers.

**National and Federally Adopted Standards** shall mean standards published by the US Department of Health and Human Services in the [Standards Version Advancement Process](#).

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Data Elements to Be Exchanged</b>	
<b>Status: Final</b>	<b>Policy: OPP-8</b>
<b>Original Publication Date: July 5, 2022</b>	<b>Version: 1.0.1</b>

**United States Core Data for Interoperability** shall mean the standardized set of health data classes and constituent data elements for nationwide, interoperable health information exchange published by the Office of the National Coordinator for Health Information Technology.

All other capitalized terms, if not defined herein, shall have the same meaning as set forth in the CalHHS Data Exchange Framework Data Sharing Agreement.

## IV. **References**

[45 CFR § 171.102 - Definitions](#)

[85 FR 25510 – CMS Interoperability and Patient Access Final Rule](#), or more properly Medicare and Medicaid Programs; Patient Protection and Affordable Care Act; Interoperability and Patient Access for Medicare Advantage Organization and Medicaid Managed Care Plans, State Medicaid Agencies, CHIP Agencies and CHIP Managed Care Entities, Issuers of Qualified Health Plans on the Federally-Facilitated Exchanges, and Health Care Providers

[HL7 Clinical Document Architecture \(CDA®\) Release 2](#)

[HL7 Companion Guide to Consolidated Clinical Document Architecture \(C-CDA®\) 2.1](#)

[HL7 Fast Health Interoperability Resources \(FHIR\) Release 4](#)

[HL7 Messaging Standard Version 2.5.1](#)

[Standards Version Advancement Process](#)

[United States Core Data for Interoperability \(USCDI\)](#)

[US Core Implementation Guide 4.0.0 - STU4 Release](#)

## V. **Related Policies and Procedures**

See the California Health and Human Services Data Exchange Framework Policy and Procedure on Privacy Standards and Security Safeguards for details on the protection of data elements to be exchanged, including sensitive data elements.

See the California Health and Human Services Data Exchange Framework Policy and Procedure on Development of and Modifications to Policies and Procedures for the public and transparent process for modifying or amending this document.

See the California Health and Human Services Data Exchange Framework Policy and Procedure on Technical Exchange Standards (to be completed) for more information on the exchange standards and implementation guides that may be used to access and exchange data elements specified in this document.

## CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Data Elements to Be Exchanged</b>	
<b>Status: Final</b>	<b>Policy: OPP-8</b>
<b>Original Publication Date: July 5, 2022</b>	<b>Version: 1.0.1</b>

### VI. Version History

<b>No.</b>	<b>Date</b>	<b>Author</b>	<b>Comment</b>
1.0	July 1, 2022	CalHHS CDII	Final
1.0.1	December 1, 2022	CalHHS CDII	Administrative correction



# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Breach Notification</b>	
<b>Status: Final</b>	<b>Policy: OPP-3</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

## **I. Purpose**

The privacy, security and integrity of Health and Social Services Information exchanged under the California Health and Human Services Data Exchange Framework are essential. To help maintain the privacy, security and integrity of Health and Social Services Information and promote trust among Participants, each Participant has agreed to notify certain other Participants and the Governance Entity of a Breach. This Policy sets forth the procedure by which a Participant and the Governance Entity will fulfill their respective Breach notification obligations under the Data Sharing Agreement (the “DSA”).

## **II. Policy**

Breaches are very serious events with potential for serious impact on Participants and the individuals whose Health and Social Services Information is breached. Thus, each Participant has the obligation to identify, notify, investigate and mitigate any Breach and, when detection of a Breach has occurred, to notify the Governance Entity and any Participants impacted by the Breach in accordance with the procedures herein.

This policy shall be effective as of January 31, 2024.

## **III. Procedures**

### **1. OBLIGATIONS OF PARTICIPANT**

a. As soon as reasonably practicable after discovering a Breach has occurred, and within any timeframes required by Applicable Law, a Participant shall notify the Governance Entity and all Participants impacted by the Breach.

b. As soon as reasonably practicable after discovering a Breach has occurred, and within any timeframes required by Applicable Law, a Participant shall provide a written report of the Breach to the Governance Entity and all Participants impacted by the Breach. The Participant shall supplement the information contained in the written report as it becomes available and shall cooperate with other impacted Participants. The written report should include sufficient information for the recipient of the notification to understand the nature of the Breach. For instance, such written report should include, to the extent available, the following information:

- i. One- or two-sentence description of the Breach;
- ii. Description of the roles of the people involved in the Breach (e.g., employees, service providers, unauthorized persons);
- iii. The type of Health and Social Services Information Breached;
- iv. Participants likely impacted by the Breach;

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Breach Notification</b>	
<b>Status: Final</b>	<b>Policy: OPP-3</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

- v. Number of individuals or records impacted/estimated to be impacted by the Breach;
- vi. Actions taken by the Participant to mitigate the Breach;
- vii. Current status of the Breach (under investigation or resolved); and
- viii. Corrective action taken and steps planned to be taken to prevent a similar Breach.

c. Notwithstanding the above, if a Participant is notified, in writing or by oral statement by any law enforcement official or by any other governmental agency (e.g., Federal Trade Commission), that a Breach notification would impede a criminal investigation or cause damage to national security, and the statement has been documented consistent with 45 C.F.R. § 164.412(b), then the Participant shall delay the Breach notification for the time period specified by the law enforcement official and as required by Applicable Law.

d. This Agreement shall not relieve Participants from any other Breach reporting requirements under Applicable Law, including those relating to consumer notifications.

## IV. Definitions

“**Breach**” shall mean the unauthorized acquisition, access, disclosure or use of Health and Social Services Information in a manner not permitted by the DSA or Applicable Law. This includes both:

1. Unencrypted data that was, or is reasonably believed to have been, acquired by an unauthorized person, and
2. Encrypted data that was, or is reasonably believed to have been, acquired by an unauthorized person and the encryption key or security credential was, or has been reasonably believed to have been, acquired by an unauthorized person and the agency that owns or licenses the encrypted information has a reasonable belief that the encryption key or security credential could render that data readable or usable.

All other capitalized terms not defined herein shall have the same meaning as set forth in the DSA.

## V. References

## VI. Related Policies and Procedures

## VII. Version History

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Breach Notification</b>	
<b>Status: Final</b>	<b>Policy: OPP-3</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

	<b>Date</b>	<b>Author</b>	<b>Comment</b>
	July 1, 2022	CalHHS CDII	Final

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Permitted, Required and Prohibited Purposes</b>	
<b>Status: Final</b>	<b>Policy: OPP-4</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

## **I. Purpose**

The purpose of this policy is to (a) set forth the purposes for which Participants in the California Health and Human Services Data Exchange Framework (the “Data Exchange Framework”) are required and/or permitted to exchange Health and Social Services Information under the Data Exchange Framework and (b) set forth certain restrictions on the use by Participants of Health and Social Services Information obtained under the Data Exchange Framework.

## **II. Policy**

By the dates set forth in the Requirement to Exchange Health and Social Services Information Policy and Procedure, Participants in the Data Exchange Framework are required to exchange Health and Social Services Information or provide access to Health and Social Services Information for the Required Purposes set forth in Section III.1 of this policy. In addition, Participants may exchange Health and Social Services Information or provide access to Health and Social Services Information for the Permitted Purposes set forth in Section III.2 of this policy. Participants are prohibited from using Health and Social Services Information for the purposes set forth in Section III.3 of this policy.

Nothing in this policy is intended to restrict a Participant from having different arrangements outside of the Data Sharing Agreement (the “DSA”) provided that the Participant can still comply with the DSA.

This policy shall be effective as of January 31, 2024.

## **III. Procedures**

### **1. REQUIRED PURPOSES**

a. Subject to the provisions of the DSA, the Policies and Procedures, and Applicable Law, Participants are required to exchange Health and Social Services Information and/or provide access to Health and Social Services Information pursuant to the Data Exchange Framework for Treatment, Payment, Health Care Operations and Public Health Activities as those terms are defined herein. Notwithstanding the foregoing, a Participant may only disclose Health and Social Services Information to another Participant for Health Care Operations if each entity either has or had a relationship with the Individual User who is the subject of the Health and Social Services Information being requested and the Health and Social Services Information pertains to such relationship.

### **2. PERMITTED PURPOSES**

a. Subject to the provisions of the DSA and the Policies and Procedures, Participants are permitted to exchange or provide access to Health and Social Services Information, including information subject to 42 C.F.R. Part 2, for any purpose not set forth in Section 3 below, provided appropriate Authorizations are made, if necessary, and the disclosure or use of Health and Social

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Permitted, Required and Prohibited Purposes</b>	
<b>Status: Final</b>	<b>Policy: OPP-4</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

Services Information is permissible under Applicable Law. Such purposes include but are not limited to Social Services Activities and Research activities.

### 3. PROHIBITED PURPOSES

a. Unless otherwise permitted by Applicable Law or a legally valid agreement, Participants shall not access Health and Social Services Information through the DSA in order to sell such information.

b. Participant shall not access Health and Social Services Information through the DSA in order to unlawfully discriminate or unlawfully deny or limit access to medical services, or prosecute or take any other adverse action against an individual who accesses medical services.

### 4. SPECIFICATIONS

a. In order to support the development of a directory that sets forth how to exchange Health and Social Services Information among Participants, Participants shall provide any and all information, including API endpoints, set forth in the applicable Specification, and shall keep such information updated.

### 5. FEES

a. Participants are prohibited from charging fees to other Participants for any exchange of Health and Social Services Information under the DSA; provided that the foregoing shall not prohibit a Qualified HIO from charging fees to Participants who engage in data-sharing activities through the Qualified HIO.

## IV. Definitions

“**Business Associate**” shall mean an organization that is defined as a “business associate” in 45 C.F.R. § 160.103 of the HIPAA Regulations.

“**Health Care Operations**” for purposes of this policy, shall consist of the following activities:

1. Quality Assessment and Improvement activities as described in subsection (1) of the definition of health care operations set forth at 45 C.F.R. § 164.501.

2. Population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination and contacting of health care providers and patients with information about treatment alternatives as set forth at 45 C.F.R. § 164.501.

“**Payment**” shall have the same meaning as set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations.

“**Public Health Activities**” shall mean an access, use or disclosure permitted under the HIPAA Regulations and any other Applicable Law for public health activities and purposes, including an access, use or disclosure permitted under 45 C.F.R. § 164.512(b) and 45 C.F.R. § 164.514(e). Public

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Permitted, Required and Prohibited Purposes</b>	
<b>Status: Final</b>	<b>Policy: OPP-4</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

Health Activities excludes the following oversight activities: audits; civil, administrative or criminal investigations; inspections; licensure or disciplinary actions; and civil, administrative or criminal proceedings or actions other than enforcement activities by a county health officer that are authorized under Cal. Health & Safety Code § 101030.

“**Research**” shall mean a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

“**Sale of Health and Social Services Information**” shall mean the disclosure of Health and Social Services Information in return for direct or indirect remuneration from or on behalf of the recipient of the Health and Social Services Information. Sale of Health and Social Services Information shall not include the disclosure of Health and Social Services Information for the activities set forth in 45 C.F.R. § 164.502(a)(5)(ii)(B)(2).

“**Social Services Activities**” shall mean the Social Services provided by Social Service Organizations.

All other capitalized terms not defined herein shall have the same meaning as set forth in the DSA.

## V. References

## VI. Related Policies and Procedures

Individual Access Services Policy and Procedure

Requirement to Exchange Health and Social Services Information Policy and Procedure

## VII. Version History

	<b>Date</b>	<b>Author</b>	<b>Comment</b>
	July 1, 2022	CalHHS CDII	Final

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Requirement to Exchange Health and Social Services Information</b>	
<b>Status: Final</b>	<b>Policy: OPP-5</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

## **I. Purpose**

California Health and Safety Code § 130290 was enacted in 2021 and establishes the creation of the California Health and Human Services Data Exchange Framework (“Data Exchange Framework”), which requires certain data sharing among Participants. The purpose of this policy is to set forth the responsibilities of Participants to respond to requests for Health and Social Services Information pursuant to the Data Exchange Framework.

## **II. Policy**

All Participants shall exchange Health and Social Services Information in accordance with this policy.

This policy shall be effective as of January 31, 2024.

## **III. Procedures**

### **1. DUTY TO RESPOND**

a. All Participants shall respond to requests for Health and Social Services Information made by other Participants and shall share Health and Social Services Information when required under the Required, Permitted and Prohibited Purposes Policy. A Participant shall fulfill its duty to respond by either (i) providing the requested Health and Social Services Information in accordance with the Data Sharing Agreement (the “DSA”) and Applicable Law, or (ii) providing a clear written response that states the Health and Social Services Information is not available, cannot be exchanged under Applicable Law, or is not required to be shared under the DSA.

b. All responses to requests for Health and Social Services Information shall be made as soon as reasonably practicable, but in any case within any timeframes required by Applicable Law.

c. All responses to requests for Health and Social Services Information shall comply with Specifications, the DSA, any other data exchange agreements and Applicable Law.

### **2. TECHNOLOGY AGNOSTIC**

a. The Data Exchange Framework is intended to be technology agnostic, meaning that no particular technology or method to exchange data is preferred. Participants may use various technology solutions, applications, interfaces, software, platforms, clearinghouses and other information technology resources to support exchange of Health and Social Services Information.

### **3. REQUIREMENT TO EXCHANGE DATA**

a. Each Participant agrees to exchange Health and Social Services Information in accordance with the Data Exchange Framework to the extent the Participant is technologically ready and able and as set forth in the Policies and Procedures.

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Requirement to Exchange Health and Social Services Information</b>	
<b>Status: Final</b>	<b>Policy: OPP-5</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

b. Starting January 31, 2024, the following Participants shall be considered technologically ready and able and shall exchange information under the Data Exchange Framework:

i. Healthcare organizations as set forth in California Health and Safety Code § 130290(f), except for physician practices of fewer than 25 physicians, rehabilitation hospitals, long-term acute care hospitals, acute psychiatric hospitals, critical access hospitals, rural general acute care hospitals with fewer than 100 acute care beds, state-run acute psychiatric hospitals, and any nonprofit clinic with fewer than 10 health care providers; and

ii. Health information networks, health information organizations, health information service providers, and electronic health records technology providers.

c. Starting January 31, 2026, the following Participants shall be considered technologically ready and able and shall exchange information under the Data Exchange Framework:

i. Physician practices of fewer than 25 physicians, rehabilitation hospitals, long term acute care hospitals, acute psychiatric hospitals, critical access hospitals, rural general acute care hospitals with fewer than 100 acute care beds, state-run acute psychiatric hospitals, and any nonprofit clinic with fewer than 10 health care providers;

ii. Governmental Participants; and

iii. Social Services Organizations.

d. Starting January 31, 2024, a Participant set forth in Section (3)(c) above may request access to Health and Social Services Information from another Participant if it agrees to comply with the DSA and all Policies and Procedures. Such Participant however shall not be required to disclose information until January 31, 2026. Such Participant may disclose Health and Social Services Information prior to January 31, 2026 if it determines that it is technologically able and ready.

e. If a Participant is not technologically able and ready to exchange Health and Social Services Information by the applicable date set forth in this Policy, the Participant shall still be required to engage in the Meaningful Exchange of Health and Social Services Information under the Data Exchange Framework.

## 4. MISCELLANEOUS

a. Nothing in this Policy shall require a disclosure that is contrary to a restriction placed on Health and Social Services Information by an individual pursuant to Applicable Law.

## IV. Definitions

“**Meaningful Exchange**” shall mean that a Participant shall comply with all Policies and Procedures and, if not technologically ready and able to exchange Health and Social Services



# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Requirement to Exchange Health and Social Services Information</b>	
<b>Status: Final</b>	<b>Policy: OPP-5</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

Information, shall use best efforts to contract with another entity that provides data exchange services.

“**Permitted Purposes**” shall mean the purposes for which Participants are permitted to exchange Health and Social Services Information as set forth in the Permitted and Required Purposes Policy and Procedure.

“**Required Purposes**” shall mean the purposes for which Participants are required to exchange Health and Social Services Information as set forth in the Permitted, Required and Prohibited Purposes Policy and Procedure.

All other capitalized terms not defined herein shall have the same meaning as set forth in the DSA.

## V. References

## VI. Related Policies and Procedures

Permitted, Required and Prohibited Purposes Policy and Procedure.

## VII. Version History

	<b>Date</b>	<b>Author</b>	<b>Comment</b>
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# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Privacy Standards and Security Safeguards</b>	
<b>Status: Final</b>	<b>Policy: OPP-6</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

## **I. Purpose**

The privacy, security, and integrity of PHI or PII exchanged under the California Health and Human Services Data Exchange Framework are essential. To help maintain the privacy, security and integrity of PHI or PII and promote trust among Participants, each Participant has agreed to use appropriate safeguards to protect the privacy of PHI or PII, and has agreed to maintain a secure environment that supports the exchange of PHI or PII. This Policy sets forth the procedure by which a Participant will fulfill such obligations under the Data Sharing Agreement (the “DSA”).

## **II. Policy**

Using appropriate safeguards to protect the privacy of PHI or PII and maintaining a secure environment that supports the exchange of PHI or PII are important components to prevent unauthorized disclosure, disruption, loss, access, use, or modification of an organization’s data. Thus, each Participant has the obligation to develop and maintain appropriate safeguards to prevent unauthorized use or disclosure of PHI or PII, in a manner consistent with HIPAA Regulations, including implementing appropriate administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of PHI or PII.

This policy shall be effective as of January 31, 2024.

## **III. Procedures**

### **1. GENERAL PRIVACY STANDARDS AND SAFEGUARDS**

a. To support the privacy, confidentiality and security of PHI or PII, each Participant hereby represents and warrants:

i. If the Participant is a Covered Entity or a covered component of a Hybrid Entity, the Participant does, and at all times shall, comply with the HIPAA Regulations to the extent applicable and all other Applicable Law.

ii. If the Participant is a Business Associate, the Participant does, and at all times shall, comply with the provisions of its Business Associate Agreements (or for governmental entities relying upon 45 C.F.R. section 164.504(e)(3)(i)(A), its Memoranda of Understanding) and all other Applicable Law.

iii. Unless otherwise prohibited by Applicable Law, if the Participant is not a Covered Entity, a covered component of a Hybrid Entity or a Business Associate, the Participant shall, as a contractual standard, at all times, at a minimum, comply with the provisions of the HIPAA Regulations at 45 C.F.R. part 164, subparts C and E, as if it were acting in the capacity of a Business Associate and all other Applicable Law.

b. Each Participant shall be responsible for maintaining a secure environment that supports the exchange of PHI or PII pursuant to the DSA. Each Participant, regardless of whether it, pursuant to federal law, is subject to the HIPAA Regulations, shall use appropriate safeguards

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Privacy Standards and Security Safeguards</b>	
<b>Status: Final</b>	<b>Policy: OPP-6</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

to prevent unauthorized use or disclosure of PHI or PII in a manner consistent with HIPAA Regulations, including implementing appropriate administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of PHI or PII. Participants shall also be required to comply with any Specifications or other applicable Policies and Procedures that define requirements and expectations for Participants with respect to enterprise privacy and security. Each Participant acknowledges a Participant does not become a Business Associate of another Participant by virtue of signing the DSA or exchanging PHI or PII pursuant to the DSA.

## 2. **PRIVACY STANDARDS AND SAFEGUARDS RELATING TO BEHAVIORAL HEALTH**

a. In the event that a Participant uses, accesses, or discloses behavioral health information, Participant shall, prior to engaging in any such activity, implement appropriate administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of such information in accordance with Applicable Law, including but not limited to, 42 C.F.R. Part 2 and the California Lanterman-Petris-Short Act.

## 3. **POLICIES AND PROCEDURES; TRAINING**

a. Each Participant shall, pursuant to this Agreement, Applicable Law, or applicable federal and state guidance, have written privacy and security policies relating to the use and disclosure of PHI or PII that are consistent with and satisfy the requirements set forth in the HIPAA Regulations and Applicable Law. Before granting access to PHI or PII, each Participant shall train staff, contractors, agents, employees, and workforce members, as defined under the HIPAA Regulations, who will have access to PHI or PII under this Agreement. Each Participant shall also provide refresher training consistent with each Participant’s internal privacy and security policies but no less than annually.

b. Participants should use tools, resources, and technical assistance made available by the California Health and Human Services Agency to help Individual Users and/or their Personal Representatives understand the benefits of information sharing and for obtaining informed consent.

## IV. **Definitions**

“**Business Associate**” shall mean an organization that is defined as a “business associate” in 45 C.F.R. § 160.103 of the HIPAA Regulations.

“**Hybrid Entity**” shall have the same meaning as set forth in 45 C.F.R. § 164.103.

All capitalized terms not defined herein shall have the same meaning as set forth in the DSA.

## V. **References**

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Privacy Standards and Security Safeguards</b>	
<b>Status: Final</b>	<b>Policy: OPP-6</b>
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## VI. Related Policies and Procedures

## VII. Version History

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# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Individual Access Services</b>	
<b>Status: Final</b>	<b>Policy: OPP-7</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

## **I. Purpose**

California Health and Safety Code section 130290 was enacted in 2021 and establishes the creation of the California Health and Human Services Data Exchange Framework (“Data Exchange Framework”), which requires certain data sharing among Participants. The purpose of this policy is to set forth the responsibilities of Participants to enable the right of an Individual User or an Individual User’s Personal Representative to inspect and obtain a copy of PHI or PII about the Individual User in a timely manner.

## **II. Policy**

To the extent permitted by Applicable Law, Participants shall provide an Individual User or the Individual User’s Personal Representative bidirectional access to the Individual User’s PHI or PII in accordance with this policy.

This policy shall be effective as of January 31, 2024.

## **III. Procedures**

### **1. INDIVIDUAL USER ACCESS**

a. To the extent permitted by Applicable Law, an Individual User or an Individual User’s Personal Representative has a right of access to inspect and obtain a copy of PHI or PII about the Individual User, for as long as the PHI or PII is maintained by a Participant. Notwithstanding the foregoing, if permitted under Applicable Law, a Participant shall have the authority to deny right of access to inspect or obtain a copy of PHI or PII.

b. Participants that maintain PHI or PII for an Individual User must respond to the Individual User’s or the Individual User’s Personal Representative’s request that self-reported Health and Social Services Information be added to the Individual User’s health records, and must have a process to correct inaccurate information and for reconciling discrepancies in such records to ensure accuracy.

c. The Participant may require the Individual User or the Individual User’s Personal Representative to assert their right to access the Individual User’s PHI or PII in accordance with the HIPAA Regulations or other Applicable Law. Each Participant shall provide the Individual User or the Individual User’s Personal Representative with the option of using electronic means (e.g., email or secure web portal) or other such means as determined by the Governance Entity to assert their rights for Individual Access Services to PHI or PII.

### **2. INDIVIDUAL USE OR DISCLOSURE OF PHI OR PII**

a. Individual Users shall have the right to use or disclose their own PHI or PII, except for any limitations set forth by Applicable Law.

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Individual Access Services</b>	
<b>Status: Final</b>	<b>Policy: OPP-7</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

### 3. AUTHENTICATION

a. Prior to initiating Individual Access Services, the Participant shall be required to verify the identity of the Individual User or the Individual User’s Personal Representative using standards and methods consistent with 45 C.F.R. § 164.514(h) or other Applicable Law.

### 4. NO FEES FOR INDIVIDUAL ACCESS SERVICES

a. A Participant may not charge another Participant any fees for PHI or PII exchanged in furtherance of this section.

### 5. PROCESSING OF INDIVIDUAL ACCESS SERVICES REQUESTS

a. Participants shall process an Individual User or Individual User’s Personal Representative requests for Individual Access Services as follows:

i. Each Participant that receives a request for Individual Access Services from an Individual User or an Individual User’s Personal Representative for whom it maintains PHI or PII shall provide such Individual User or Individual User’s Personal Representative with Individual Access Services in accordance with Cal. Health & Safety Code § 123100–123149.5 or other Applicable Law.

ii. Unless otherwise prohibited by Applicable Law, if the Participant does not maintain the PHI or PII that is the subject of the request for access, and the Participant knows where the requested information is maintained, the Participant must inform the Individual User or Individual User’s Personal Representative where to direct the request for access.

iii. With respect to a Participant query for Individual Access Services, the response shall be provided as required by these terms and conditions regardless of whether it was prompted by (a) the Individual User or (b) a Participant who provides Individual Access Services and has been selected by the Individual User who is requesting PHI or PII for Individual Access Services.

## IV. Definitions

“**Business Associate**” shall mean an organization that is defined as a “business associate” in 45 C.F.R. § 160.103 of the HIPAA Regulations.

“**Business Associate Agreement**” shall mean a contract, agreement, or other arrangement that satisfies the requirements of 45 C.F.R. § 164.504(e), as applicable. With regard to Governmental Participants, a Business Associate Agreement may be a memorandum of understanding that satisfies the requirements of 45 C.F.R. § 164.504(e)(3).

“**Individual Access Services**” shall mean the services provided to satisfy the right of an Individual User or an Individual User’s Personal Representative to access and to obtain a copy of the Individual User’s PHI or PII under Applicable Law or to direct that it be sent to a third party consistent with 45 C.F.R. § 164.524 or any other Applicable Law or agreement.

# CalHHS Data Exchange Framework Policy and Procedure

<b>Subject: Individual Access Services</b>	
<b>Status: Final</b>	<b>Policy: OPP-7</b>
<b>Publication Date: July 5, 2022</b>	<b>Version: 1.0</b>

All other capitalized terms not defined herein shall have the same meaning as set forth in the Data Sharing Agreement.

## V. References

## VI. Related Policies and Procedures

Permitted, Required and Prohibited Purposes Policy and Procedure

## VII. Version History

	<b>Date</b>	<b>Author</b>	<b>Comment</b>
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# California Health and Human Services Data Exchange Framework: Single Data Sharing Agreement

Last Updated: November 3, 2022



## TABLE OF CONTENTS

	Page
1. PARTIES .....	1
2. PURPOSE AND INTENT .....	1
3. DEFINITIONS .....	1
4. USE OF HEALTH AND SOCIAL SERVICES INFORMATION.....	3
5. POLICIES AND PROCEDURES AND SPECIFICATIONS.....	3
6. AUTHORIZATIONS .....	4
7. REQUIREMENT TO EXCHANGE HEALTH AND SOCIAL SERVICES INFORMATION.....	4
8. PRIVACY AND SECURITY.....	4
9. MINIMUM NECESSARY .....	5
10. INDIVIDUAL ACCESS SERVICES .....	5
11. COOPERATION AND NON-DISCRIMINATION .....	5
12. INFORMATION BLOCKING.....	6
13. LEGAL REQUIREMENTS.....	6
14. REPRESENTATIONS AND WARRANTIES .....	6
15. TERM, SUSPENSION, AND TERMINATION .....	7
16. PARTICIPANT LIABILITY.....	8
17. MISCELLANEOUS/GENERAL PROVISIONS.....	8



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## 1. PARTIES

(a) This Single Data Sharing Agreement is made between the Participants (defined below) who are required to or elect to exchange Health and Social Services Information (defined below) within the State of California in accordance with this Agreement (defined below).

## 2. PURPOSE AND INTENT

(a) California Health and Safety Code § 130290 was enacted in 2021 and establishes the creation of the California Health and Human Services Data Exchange Framework and requires certain data sharing among entities as set forth in California Health and Safety Code § 130290(f) on or before January 31, 2024. California Health and Safety Code § 130290 also provides for the California Health and Human Services Agency to encourage the inclusion of county health, public benefit, and social services as part of the Data Exchange Framework. The framework includes this single data sharing agreement and a set of common policies and procedures.

(b) This Agreement is intended to facilitate data exchange between the Participants in compliance with all applicable federal, state, and local laws, regulations, and policies. This Agreement sets forth a common set of terms, conditions, and obligations to support secure real-time access to, or exchange of, Health and Social Services Information (as defined below) between and among the Participants. Nothing in this Agreement is intended to replace or supersede any existing or future agreement between or among two or more Participants that provides for more extensive data exchange than that required under this Agreement.

(c) This Agreement is not intended nor designed to: (i) mandate or require a specific technology; (ii) create a single entity that exchanges Health and Social Services Information; or (iii) create a single repository of data.

## 3. DEFINITIONS

“**Agreement**” shall mean this Data Sharing Agreement, the Policies and Procedures and the Specifications.

“**Applicable Law**” shall mean all federal, state, local, or tribal laws and regulations then in effect and applicable to the subject matter herein. For the avoidance of doubt, federal government entities are only subject to federal law.

“**Authorization**” shall have the meaning and include the requirements set forth at 45 CFR § 164.508 of the HIPAA Regulations and at Cal. Civ. Code § 56.05. The term shall include all requirements for obtaining consent to disclose confidential substance abuse disorder treatment records as set forth in 42 C.F.R. Part 2, when applicable, and shall include any additional requirements under Applicable Law to disclose PHI or PII.

“**Breach**” shall mean the unauthorized acquisition, access, disclosure, or use of Health and Social Services Information as set forth in the Policies and Procedures.

“**Confidential Participant Information**” shall mean proprietary or confidential materials or information of a Participant in any medium or format that a Participant labels as such upon disclosure or that given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential. Notwithstanding any label to the contrary, Confidential Participant Information does not



<b>Status:</b> Final	
<b>Original Publication Date:</b> July 5, 2022	<b>Version:</b> 1.0.1



include any information which is or becomes known publicly through no fault of the party to which such information is disclosed (a **“Receiving Party”**); is learned of by a Receiving Party from a third party entitled to disclose it; is already known to a Receiving Party before receipt from the disclosing Participant as documented by the Receiving Party’s written records; or is independently developed by a Receiving Party without reference to, reliance on, or use of the disclosing Participant’s Confidential Participant Information.

**“Covered Entity”** shall have the meaning set forth at 45 C.F.R. § 160.103 and shall also include the following as these terms are defined in California Civil Code § 56.05: “provider of health care,” “health care service plan,” and “licensed health care professional.”

**“Effective Date”** shall mean January 31, 2023.

**“Governance Entity”** shall mean the entity within the California Health and Human Services Agency established to oversee the California Data Exchange Framework, the Framework’s Data Sharing Agreement and its Policies and Procedures.

**“Governmental Participants”** shall mean those Participants that are local (e.g. municipalities, counties), state, tribal, or federal entities.

**“Health and Social Services Information”** shall mean any and all information received, stored, processed, generated, used, transferred, disclosed, made accessible, or shared pursuant to this Agreement, including but not limited to: (a) Data Elements as set forth in the applicable Policy and Procedure; (b) information related to the provision of health care services, including but not limited to PHI; and (c) information related to the provision of social services. Health and Social Services Information may include PHI, PII, de-identified data (as defined in the HIPAA Regulations at 45 C.F.R. § 164.514), anonymized data, pseudonymized data, metadata, digital identities, and schema.

**“HIPAA Regulations”** shall mean the standards for privacy of individually identifiable health information, the security standards for the protection of electronic protected health information and the breach notification rule (45 C.F.R. §§ 160 and 164) promulgated by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as in effect on the Effective Date and as may be amended, modified, or renumbered.

**“Individual User”** shall mean the person who is the subject of PHI or PII.

**“Participant(s)”** shall mean each health care organization as set forth in California Health and Safety Code § 130290(f) and any other person or organization that is a signatory to this Agreement. Participants may include, but are not limited to, a health information network, a community information exchange, a laboratory, a health system, a health IT developer, a community-based organization, a payer, a government agency, a research institute, or a Social Services Organization.

**“Personally Identifiable Information” or “PII”** shall have the same meaning as “Personal Information” set forth in Section 1798.140(o) of the California Civil Code, but shall be limited to PII exchanged pursuant to this Agreement.

**“Personal Representative”** shall refer to a person who, under Applicable Law, has authority to act on behalf of an individual as set forth in 45 C.F.R. § 164.502(g).

**“Policies and Procedures”** shall mean the policies and procedures adopted by the Governance Entity



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pursuant to this Agreement.

“**Protected Health Information**” or “**PHI**” shall refer to “protected health information” as set forth at 45 C.F.R. § 160.103 of the HIPAA Regulations and “medical information” as set forth at Civil Code § 56.05.

“**Qualified Health Information Organization**” or “**Qualified HIO**” shall mean a state-designated data exchange intermediary that facilitates the exchange of Health and Social Services Information between Participants.

“**Recipient**” shall mean a Participant that receives Health and Social Services Information from a Submitter. For purposes of illustration only, Recipients include, but are not limited to, Participants who receive queries, responses, subscriptions, publications or unsolicited messages.

“**Social Services**” shall mean the delivery of items, resources, and/or services to address social determinants of health and social drivers of health, including but not limited to housing, foster care, nutrition, access to food, transportation, employment, and other social needs.

“**Social Services Organization**” shall mean a person or entity whose primary business purpose is to provide Social Services to individuals. Social Services Organizations can include but are not limited to government entities (including multi-department health and human services agencies), community-based organizations, nonprofits, and private entities.

“**Specifications**” shall mean the specifications adopted by the Governance Entity pursuant to this Agreement to establish (i) minimum data content required for particular data exchange use cases and (ii) technical and security requirements to enable the Participants to exchange Health and Social Services Information. Specifications may include, but are not limited to, specific network standards, services, and policies.

“**Submitter**” shall mean a Participant that submits Health and Social Services Information to a Recipient.

“**System**” shall mean software, portal, platform, or other electronic medium controlled by a Participant through which the Participant conducts Health and Social Services Information exchange-related activities. For purposes of this definition, it shall not matter whether the Participant controls the software, portal, platform, or medium through ownership, lease, license, or otherwise.

“**Treatment**” shall have the same meaning as set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations.

#### 4. USE OF HEALTH AND SOCIAL SERVICES INFORMATION

(a) *Required, Permitted and Prohibited Purposes.* The purposes for which the Participants shall or may acquire, access, use, and disclose Health and Social Services Information pursuant to this Agreement, and the purposes for which the Participants may not acquire, access, use or disclose Health and Social Services Information pursuant to this Agreement, shall be set forth in the Policies and Procedures.

#### 5. POLICIES AND PROCEDURES AND SPECIFICATIONS

(a) *Compliance with Terms of this Agreement.* Participants shall at all times abide by this Agreement, including the Policies and Procedures and Specifications.

<b>Status:</b> Final	
<b>Original Publication Date:</b> July 5, 2022	<b>Version:</b> 1.0.1

(b) *Incorporation; Modifications.* The Policies and Procedures, the Specifications, and any future updates to either of them are hereby incorporated by reference into this Agreement. The Policies and Procedures and Specifications are intended to be flexible to address changing needs and standards and may be modified from time to time through the process outlined in the Policies and Procedures without a need to modify or re-execute this Agreement.

(c) *Health Equity.* In order to reduce healthcare disparities, the Specifications shall set forth standards that advance health equity.

## 6. AUTHORIZATIONS

(a) To the extent required by Applicable Law, Participants shall not disclose PHI or PII to another Participant unless a legally valid Authorization has been obtained. For the avoidance of doubt, Participants shall not be required to obtain an Authorization prior to disclosing PHI or PII pursuant to this Agreement unless an Authorization is required under Applicable Law. Any disclosure of Health and Social Services Information by a Submitter shall be deemed an express representation that the Submitter has complied with this Section and unless the Recipient has actual knowledge to the contrary, the Recipient may reasonably and justifiably rely upon such representation.

## 7. REQUIREMENT TO EXCHANGE HEALTH AND SOCIAL SERVICES INFORMATION

(a) Each Participant shall engage in the exchange of Health and Social Services Information as set forth in the Policies and Procedures, either through execution of an agreement with a Qualified HIO, through execution of an agreement with another entity that provides data exchange, or through use of the Participant's own technology. If a Participant elects not to execute an agreement with a Qualified HIO and instead elects to use its own technology or to execute an agreement with another entity that provides data exchange, the Participant must comply with or obtain reasonable assurances that the other entity enables the Participant to comply with, the minimum requirements for data exchange set forth in the Policies and Procedures or Specifications.

(b) Participants shall engage in the real-time exchange of Health and Social Services Information in accordance with the timeframes set forth in the Policies and Procedures.

## 8. PRIVACY AND SECURITY

(a) *General.* Each Participant shall at all times fully comply with all Applicable Law relating to this Agreement and the use of Health and Social Services Information.

(b) *Safeguards.* Each Participant shall be responsible for maintaining a secure environment that supports the exchange of PHI or PII as set forth in the Policies and Procedures.

(c) *Individual User Education.* Participants shall use tools, resources, and technical assistance made available by the California Health and Human Services Agency to help Individual Users and/or their Personal Representatives understand the benefits of information sharing and for obtaining informed consent.

Status: Final	
Original Publication Date: July 5, 2022	Version: 1.0.1

## 9. MINIMUM NECESSARY

(a) Any use or disclosure of PHI or PII pursuant to this Agreement will be limited to the minimum PHI or PII necessary to achieve the purpose for which the information is shared, except where limiting such use or disclosure to the minimum necessary (i) is not feasible, (ii) is not required under the HIPAA Regulations (such as for Treatment) or any other Applicable Law, (iii) is a disclosure to an Individual User or Individual User's Personal Representative, (iv) is a disclosure pursuant to an Individual User's Authorization, or (v) is a disclosure required by Applicable Law.

## 10. INDIVIDUAL ACCESS SERVICES

(a) *Bidirectional Access to Health Information.* An Individual User or an Individual User's Personal Representative shall have the right to inspect, obtain a copy of, and have bidirectional electronic access to, PHI or PII about the Individual User as set forth in the Policies and Procedures and to the extent consistent with Applicable Law.

## 11. COOPERATION AND NON-DISCRIMINATION

- (a) Each Participant shall
- (i) Cooperate in good faith with the Governance Entity and all other Participants to implement the provisions of this Agreement;
  - (ii) Provide such non-privileged information to the Governance Entity and any other Participant as they may reasonably request for purposes of performing activities related to this Agreement;
  - (iii) Actively engage in the bilateral or multilateral exchange of information with other Participants as both a Submitter and Recipient of information to the extent permitted or required under this Agreement and Applicable Law;
  - (iv) Devote such time as may reasonably be requested by the Governance Entity to review information, meet with, respond to, and advise the Governance Entity or other Participants with respect to activities as they relate to this Agreement;
  - (v) Provide such reasonable assistance as may be requested by the Governance Entity when performing activities as they relate to this Agreement; and
  - (vi) Provide any requested information and assistance to the Governance Entity or other Participants in the investigation of breaches and disputes, subject to a Participant's right to restrict or condition its cooperation or disclosure of information in the interest of (A) preserving privileges in any foreseeable dispute or litigation or (B) protecting its Confidential Participant Information. In no case shall a Participant be required to disclose PHI or PII in violation of Applicable Law.
- (b) In seeking another Participant's cooperation, each Participant shall make all reasonable efforts to accommodate the other Participant's schedules and reasonable operational concerns. A Participant shall promptly report, in writing, to any other Participant and the Governance Entity, any problems or issues that arise in working with the other Participant's employees, agents, or subcontractors that threaten to delay or otherwise adversely impact a Participant's ability to fulfill its responsibilities under this Agreement. This writing shall set forth in detail and with clarity the problems that the Participant has identified.



<b>Status:</b> Final	
<b>Original Publication Date:</b> July 5, 2022	<b>Version:</b> 1.0.1



(c) *Prohibition on Exclusivity.* A Participant may not require exclusivity or otherwise prohibit (or attempt to prohibit) any other Participant, entity, or individual from joining or exchanging Health and Social Services Information under this Agreement.

(d) *No Discriminatory Limits on Exchange of Health and Social Services Information.* A Participant shall not unfairly or unreasonably limit exchange or interoperability with any other Participant or Individual User, such as by means of burdensome testing requirements that are applied in a discriminatory manner or other means that limit the ability of a Participant to send or receive Health and Social Services Information with another Participant or Individual User or slows down the rate at which such Health and Social Services Information is sent or received if such limitation or slower rate would have an anti-competitive effect.

**12. INFORMATION BLOCKING**

(a) Participants shall comply with any information-blocking provisions set forth in the Policies and Procedures.

**13. LEGAL REQUIREMENTS**

(a) *Monitoring and Auditing.* The Governance Entity, acting through its agents and independent contractors, shall have the right, but not the obligation, to monitor and audit Participants' compliance with their obligations under this Agreement. Unless prohibited by Applicable Law, Participants shall cooperate with the Governance Entity in these monitoring and auditing activities and shall provide, upon the reasonable request of the Governance Entity, complete and accurate information in the furtherance of its monitoring and auditing activities. To the extent that any information provided by Participants to the Governance Entity in connection with such monitoring and auditing activities constitutes Confidential Participant Information, the Governance Entity shall hold such information in confidence and shall not disclose such information to any person or entity except as required by Applicable Law.

(b) *Individual User Opt Out.* Nothing in this Agreement shall prohibit an Individual User or an Individual User's Personal Representative from opting out of having the Individual User's PHI or PII exchanged pursuant to this Agreement.

**14. REPRESENTATIONS AND WARRANTIES**

Each Participant hereby represents and warrants the following:

(a) *Execution of the Agreement.* Each Participant has full power and authority to enter into and perform this Agreement and has taken whatever measures necessary to obtain all required approvals or consents in order for it to execute this Agreement. The representatives signing this Agreement on behalf of the Participants affirm that they have been properly authorized and empowered to enter into this Agreement on behalf of the Participant.

(b) *Compliance with this Agreement.* Except to the extent prohibited by Applicable Law, each Participant shall comply fully with all provisions of this Agreement. To the extent that a Participant delegates its duties under this Agreement to a third party (by contract or otherwise) and such third party will have access to Health and Social Services Information, that delegation shall be in writing and require the third party, prior to exchanging Health and Social Services Information with any Participants, to agree to the same restrictions and conditions that apply through this Agreement to a Participant. If a Governmental





<b>Status:</b> Final	
<b>Original Publication Date:</b> July 5, 2022	<b>Version:</b> 1.0.1



Participant determines, after reasonable diligence, that any action or inaction relative to an obligation, including conformance to changes in the Specifications or Policies and Procedures, will cause it to violate Applicable Law, the Governmental Participant may terminate this Agreement immediately upon sending written notice to the Governance Entity.

(c) *Accuracy of Health and Social Services Information.* When acting as a Submitter, each Participant represents that at the time of transmission, the Health and Social Services Information it provides is an accurate representation of the data contained in, or available through, its System and is (i) sent from a System that employs security controls that meet industry standards so that the Health and Social Services Information being transmitted is intended to be free from malicious software, and (ii) provided in a timely manner and in accordance with the Policies and Procedures. Other than those representations elsewhere in this Agreement, the Submitter makes no other representation, express or implied, about the Health and Social Services Information.

(d) *Express Warranty of Authority to Exchange Health and Social Services Information.* To the extent each Participant discloses Health and Social Services Information to another Participant, the Participant represents and warrants that it has sufficient authority to disclose such Health and Social Services Information.

(e) *Third-Party Technology.* All Participants acknowledge that other Participants use technology solutions, applications, interfaces, software, platforms, clearinghouses, and other IT resources to support exchange of Health and Social Services Information that may be provided by third parties (“**Third-Party Technology**”). Each Participant shall have agreements in place that require Third-Party Technology vendors (i) to provide reliable, stable, and secure services to the Participant and (ii) to adhere to the same or similar privacy and security standards applicable to the Participant pursuant to this Agreement. However, all Participants acknowledge that Third-Party Technology may be interrupted or not available at times and that this could prevent a Participant from transmitting Health and Social Services Information. Participants do not make any representations or warranties as to their Third-Party Technology.

**15. TERM, SUSPENSION, AND TERMINATION**

(a) *Term.* This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this Section or the Policies and Procedures.

(b) *Termination by a Participant.* A Participant that is not legally required to sign this Agreement by California Health and Safety Code § 130290 may terminate this Agreement, with or without cause, by giving the Governance Entity at least ten (10) business days’ prior written notice.

(c) *Effect of Termination.* Upon any termination of this Agreement for any reason, the terminated party shall cease to be a Participant and thereupon and thereafter that party shall have no rights under this Agreement to exchange data with other Participants. In the event that any Participant(s) is terminated, this Agreement will remain in full force and effect with respect to all other Participants. Termination of this Agreement shall not affect any rights or obligations which by their terms should survive termination or expiration.

(d) *Enforcement Action.* The Participants hereby grant to the Governance Entity the power to enforce any portion of this Agreement through measures set forth in the Policies and Procedures. Such measures may include, but are not limited to, suspension or termination of a Participant’s right to exchange Health and Social Services Information under this Agreement.



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## 16. PARTICIPANT LIABILITY

(a) *Participant Liability.* Each Participant shall be responsible for its acts and omissions and not for the acts or omissions of any other Participant. Notwithstanding any provision in this Agreement to the contrary, Participant shall not be liable for any act or omission if a cause of action for such act or omission is otherwise prohibited by Applicable Law. This Section shall not be construed as a hold harmless or indemnification provision.

## 17. MISCELLANEOUS/GENERAL PROVISIONS

(a) *Governing Law.* The construction, interpretation and performance of this Agreement shall be governed and enforced pursuant to the laws of the State of California, without giving effect to its conflicts of laws provisions, except to the extent California law is preempted by any provision of federal law.

(b) *Jurisdiction and Venue.* Each Participant hereby submits to the exclusive jurisdiction of any state or federal court sitting in the state of California within twenty-five (25) miles of Sacramento, California in any legal proceeding arising out of or relating to this Agreement unless otherwise required by Applicable Law. Each Participant hereby agrees that all claims and matters arising out of this Agreement may be heard and determined by such court, and each Party hereby waives any right to object to such filing on grounds of improper venue, *forum non-conveniens*, or other venue-related grounds.

(c) *Assignment.* No party shall assign or transfer this Agreement, or any part thereof, without the express written consent of the Governance Entity, which shall not be unreasonably delayed or denied. Any assignment that does not comply with the requirements of this Section 17(c) shall be void and have no binding effect.

(d) *Survival.* All Sections which by their nature are meant to survive this Agreement shall survive expiration or termination of this Agreement.

(e) *Waiver.* No failure or delay by any party in exercising its rights under this Agreement shall operate as a waiver of such rights, and no waiver of any right shall constitute a waiver of any prior, concurrent, or subsequent right.

(f) *Captions.* Captions appearing in this Agreement are for convenience only and shall not be deemed to explain, limit or amplify the provisions of this Agreement.

(g) *Entire Agreement.* This Agreement sets forth the entire agreement among the parties relative to the subject matter hereof. Any representation, promise, or condition, whether oral or written, not incorporated herein shall not be binding upon any party. This Agreement may only be modified in the manner provided in the Policies and Procedures.

(h) *Validity of Provisions.* In the event that a court of competent jurisdiction shall hold any Section or any part or portion of any Section of this Agreement invalid, void, or otherwise unenforceable, each and every remaining Section or part or portion thereof shall remain in full force and effect.

(i) *Priority.* In the event of any conflict or inconsistency between a provision in the body of this Agreement and the Policies and Procedures or the Specifications, the terms contained in the Policies and Procedures or the Specifications shall prevail, except to the extent they conflict with Applicable Law.



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(j) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding agreement when each party shall have executed one counterpart.

(k) *Third-Party Beneficiaries.* With the exception of the parties to this Agreement, there shall exist no right of any person to claim a beneficial interest in this Agreement or any rights occurring by virtue of this Agreement.

(l) *Force Majeure.* No party shall be responsible for any delays or failures in performance caused by the occurrence of events or other circumstances that are beyond its reasonable control after the exercise of commercially reasonable efforts to either prevent or mitigate the effect of any such occurrence or event.

(m) *Time Periods.* Any of the time periods specified in this Agreement may be changed pursuant to the mutual written consent of the Governance Entity and the affected Participant(s).



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2023-3403

### Fiscal Year 2022-2023 Childrens Medical Services (CMS) Plan Health & Human Services - Health/Prevention ACTION REQUIRED

#### ITEM SUBMITTED BY

Stephanie Tanksley, Administrative Analyst

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director

#### RECOMMENDED ACTION:

Request Board ratify and approve the CMS Plan for Fiscal Year 2022-2023 to ensure the continuation of children's medical services in Inyo County, and authorize the Chairperson to sign certification statements.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Department is requesting ratification of the CMS Plan for FY 2022-2023 because the Department of Health Care Services traditionally releases budget information for CMS programs several months after the fiscal year begins.

The CMS programs include California Children's Services (CCS), California Health and Disability Prevention (CHDP), and Health Care Program for Children in Foster Care (HCPFC), which addresses resource development of medical services for children, case coordination, management of children with complex health problems and outreach activities to assure program access. Each year the Board is requested to sign the Certification Statements for these programs and we are respectfully requesting ratification, approval and authorization for the Board Chairperson to sign the required documents.

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant funding from Department of Health Care Services	<b>Budget Unit</b>	045102, 045500, and 045501
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4498
<b>Recurrence</b>	Ongoing Grant funding		
<b>Current Fiscal Year Impact</b>			
No significant changes to the allocations this fiscal year.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The CMS plan is required to access program funding.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. CMS Plan - Awaiting Signatures

**APPROVALS:**

Stephanie Tanksley	Created/Initiated - 1/11/2023
Marissa Whitney	Approved - 1/19/2023
Darcy Ellis	Approved - 1/19/2023
Stephanie Tanksley	Approved - 1/24/2023
Melissa Best-Baker	Approved - 1/24/2023
Marilyn Mann	Approved - 1/25/2023
John Vallejo	Approved - 1/25/2023
Amy Shepherd	Approved - 1/25/2023
Marilyn Mann	Final Approval - 1/25/2023

**CMS Plan Table of Contents  
MODIFIED FY 2022-2023**

County/City:   INYO  

Fiscal Year: **2022-23**

	<b>Document</b>	<b>Page Number</b>
1.	<b>Child Health and Disability Prevention Program Checklist</b>	<u>3</u>
	A. CHDP Certification Statement	<u>4</u>
2.	<b>Health Care Program for Children in Foster Care Checklist</b>	<u>12</u>
	A. HCPCFC Certification Statement	<u>13</u>
3.	<b>Child Health and Disability Prevention Childhood Lead Poisoning Checklist</b>	<u>24</u>
	A. CHDP - CLPP Certification Statement	<u>25</u>
4.	<b>California Children’s Program Checklist</b>	<u>29</u>
	A. CCS Certification Statement	<u>20</u>

# County of Inyo Children's Medical Services 2022-23

## Program Narrative

### Agency Description

The local California Children's Services (CCS), and Child Health and Disability Prevention (CHDP) are managed through the Inyo County Department of Health & Human Services (HHS), Public Health and Prevention Division. The administrative services of both programs share mutual management and clinical staff. The CCS and CHDP staff work primarily within a consolidated office building in Bishop. Inyo County, while large in geographic size, is a rural county of approximately 18,000 people. Providing CMS services to a rural population such as Inyo's requires employees to often work in blended positions in which they have responsibility for more than one program and/or program function. The department makes every effort to cross-train staff to ensure a continuum of services when vacancies occur. However, multiple vacancies in multiple positions over the past several years have made cross-training and continuity difficult.

The Health Care Program for Children in Foster Care (HCPCFC) is managed and supervised jointly with Public Health and Behavioral Health and Child Welfare Services, divisions of Health and Human Services. The Foster Care Nurse is licensed as a PHN and works primarily in the Behavioral Health and Child Welfare office and coordinates medical and dental case management for children in foster care. A workstation is available at the CPS office for the Foster Care Nurse to work at weekly, or as often as needed.

The Inyo County Health Officer is the CHDP Director. The HHS Deputy Director-Public Health acts as the CMS Director. A Registered Nurse is assigned as the CCS Administrator and CHDP Deputy Director, who is responsible for resource and provider development in CHDP, and program coordination between CCS and HCPCFC; the focus being to assist the medical community in the delivery of program services through ongoing updates and trainings. The CCS/CHDP RN coordinates with multiple child service agencies to assure appropriate utilization of the CHDP Program and follow through is achieved for provider and school referrals. The CCS/CHDP RN works in coordination with the Prevention Specialists, and the Foster Care Nurse when there are no vacancies.

The CCS/CHDP RN functions and takes a lead role in blending the overlapping objectives of CHDP, CCS, Medical Therapy Program (MTP), and Maternal Child and Adolescent Health (MCAH). This position works in coordination with a Program Technician for CCS and serves as the Liaison for the MTP. This position has case management responsibility in both CCS and CHDP programs. Referrals for CHDP follow up are appropriately assigned by the CHDP RN to the Foster Care Nurse, Prevention Specialists, and the Dietitian. The HHS Deputy Director-Public Health and the CCS/CHDP nurse meet minimally quarterly to address program oversight.

CCS case management is performed by the CCS/CHDP RN. The HHS Specialist in CCS functions half-time in CCS and provides general assistance to other Public Health program functions. All the CCS case

management staff share a common office space, and case review is ongoing. The CCS staff meets monthly, locally and via State Conference calls to review specific items and program policies.

The Foster Care Nurse is embedded in the Child Welfare division and consults weekly with CPS Social Workers and Probation, and attends staffing meetings as needed to update the health and education passports for children in foster care as required by law. The Foster Care Nurse supports foster care providers in obtaining timely comprehensive health assessments and dental examinations, through expediting referrals for medical, dental, mental health and developmental services. The Foster Care Nurse works with the CCS/CHDP RN to identify major obstacles faced by children in foster care in gaining access to coordinated, multidisciplinary services. Infants and toddlers in foster care require referrals to Kern Regional Center for developmental assessment, and the CCS/Foster Care Nurse participates in developmental assessment via quarterly Early Start clinics. Some foster children require travel out of the county to obtain necessary specialty care authorized by CCS, or otherwise ordered by the treating physician. In these instances, referrals have been coordinated and authorized through the CCS/CHDP Nurse.



MICHELLE BAASS  
 DIRECTOR

GAVIN NEWSOM  
 GOVERNOR

Child Health and Disability Prevention Program  
 Plan and Budget Reporting Checklist

County/City: Inyo	Fiscal Year: 2022-23	Page Number
1. CHDP Plan and Budget Reporting Checklist		4
2. CHDP Certification Statement		5
3. CHDP Organizational Chart		Retained Locally
4. CHDP New or Revise Memorandum of Understanding and Inter-agency Agreements		N/A
5. If Applicable:		
a. Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)		N/A
b. Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)		N/A
c. Property Survey Report Form (STD 152)		N/A
6. CHDP Plan and Budget Reporting Spreadsheet		
a. Agency Information Sheet		6
b. CHDP Memorandum of Understanding and Inter-agency Agreement List		7
c. CHDP Incumbent List		8
d. CHDP Budget		
i. CHDP Administrative Budget		
– Summary and Worksheet		9
– Budget Narrative		11
ii. Optional County/City - Federal Match Budget		
– Summary and Worksheet		N/A
– Budget Narrative		N/A

*All items listed here should be submitted to the ISCD Budget Portal as one signed PDF document. In addition, Excel worksheet components of this reporting package should also be submitted as one document. Detailed instruction for each item listed can be found in the Integrated Systems of Care Division Plan and Fiscal Guidelines.*





MICHELLE BAASS  
DIRECTOR

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



GAVIN NEWSOM  
GOVERNOR

**Child Health and Disability Prevention Program  
Certification Statement**

**County/City:** Inyo

**Fiscal Year:** 2022-23

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Integrated Systems of Care Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

M Whitney 1/19/23  
Signature of CHDP Director/Deputy Director Date Signed

Signature and Title of Other – Optional Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson Date Signed



State of California—Health and Human Services Agency  
**Department of Health Care Services**

**Child Health and Disability Prevention  
 Agency Information**



<b>County/City:</b>	Inyo	<b>Fiscal Year:</b>	2022-23
<b>Official Agency</b>			
Street Address:	PO Drawer H	Health Officer:	James Richardson, MD
City:	Independence	Local CHDP	
Zip Code:	93526	Central Inbox:	
<b>CMS Director (if applicable)</b>			
Name:	VACANT- HHS Deputy Director	Street Address:	1360 N. Main St. Ste 203C
Phone:	760-873-7868	City:	Bishop, CA
Email:	phdeputydirector@inyocounty.	Zip Code:	93514
<b>CHDP Director</b>			
Name:	James Richardson, MD	Street Address:	1360 North Main St, Suite 203C
Phone:	760-873-7868	City:	Bishop
Email:	healthofficer@inyocounty.us	Zip Code:	93514
<b>CHDP Deputy Director</b>			
Name:	Marissa Whitney	Street Address:	1360 N Main St, Suite 203C
Phone:	760-873-7868	City:	Bishop
Email:	mhobbs@inyocounty.us	Zip Code:	93514
<b>Clerk of the Board of Supervisors or City Council</b>			
Name:	Nate Greenberg	Street Address:	PO Drawer N
Phone:	760-878-0292	City:	Independence
Email:	dellis@inyocounty.us	Zip Code:	93526



MICHELLE BAASS  
DIRECTOR

State of California—Health and Human Services Agency  
**Department of Health Care Services**

**Child Health and Disability Prevention  
Memoranda of Understanding/Interagency Agreement List**



GAVIN NEWSOM  
GOVERNOR

<b>County/City:</b> Inyo	<b>Fiscal Year:</b> 2022-23
--------------------------	-----------------------------

<i>List all current Memoranda of Understanding (MOU) and/or Interagency Agreements (IA) pertaining to the Child Health and Disability Prevention.</i>			
	<b>Title or Name of MOU/IA</b>	<b>Name of Partner Entity</b>	<b>Date Last Renewed</b>
1	Health & Social Services IA	Inyo HHS	12/11/2020
2			
3			
4			
5			
6			
7			
8			
9			
10			
	<i>(Insert additional rows as needed)</i>		



MICHELLE BAASS  
DIRECTOR

State of California—Health and Human Services Agency  
**Department of Health Care Services**

**Child Health and Disability Prevention  
Incumbent List**



GAVIN NEWSOM  
GOVERNOR

<b>County/City:</b> Inyo	<b>Fiscal Year:</b> 2022-23
--------------------------	-----------------------------

**List all Child Health and Disability Prevention staff.**

*Please include applicable vacant positions, including title.*

	Name	Title	Email Address	Other Programs (with FTE % each)
1	Vacant	HHS Deputy Director Public Health	phdeputydirector@inyocounty.us	95%-Various HHS programs
2	Joey Peterson	Administrative Analyst	joey.peterson@inyocounty.us	95%-Various HHS programs
3				
4				
5				
6				
7				
8				
9				
10				
	<i>(Insert additional lines as needed)</i>			



State of California—Health and Human Services Agency  
**Department of Health Care Services**  
**Child Health and Disability Prevention**  
**Budget Summaries**



County/City:	Inyo					Fiscal Year:	2022-23		
Funding Source:	Base					County/City-Federal			
Category/Line Item	1 Total Budget	4 Enhanced	5 Non-Enhanced	2 Total CHDP Budget	3 Total Medi-Cal Budget	B Total Budget	C Enhanced	D Non-Enhanced	
I. Total Personnel Expenses	\$16,811	\$0	\$16,811	\$0	\$16,811	\$0	\$0	\$0	
II. Total Operating Expenses	\$7,510	\$0	\$7,510	\$0	\$7,510	\$0	\$0	\$0	
III. Total Capital Expenses	\$0		\$0	\$0	\$0	\$0		\$0	
IV. Total Indirect Expenses	\$332		\$332	\$0	\$332	\$0		\$0	
V. Total Other Expenses	\$0		\$0	\$0	\$0	\$0		\$0	
<b>Budget Grand Total</b>	<b>\$24,653</b>	<b>\$0</b>	<b>\$24,653</b>	<b>\$0</b>	<b>\$24,653</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Source of Funds:	1 Total Funds	4 Enhanced	5 Non-Enhanced	2 Total CHDP Budget	3 Total Medi-Cal Budget	F Total Funds	G Enhanced	H Non-Enhanced	
State General Funds	\$0			\$0					
Medi-Cal Funds:	\$24,653				\$24,653				
State/County Funds	\$12,327	\$0	\$12,327		\$12,327	\$0	\$0	\$0	
Federal Funds (Title XIX)	\$0	\$0	\$0		\$0	\$0	\$0	\$0	
<b>Budget Grand Total</b>	<b>\$24,653</b>	<b>\$0</b>	<b>\$24,653</b>	<b>\$0</b>	<b>\$24,653</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

Prepared By: Sign	Print	Joey Peterson	Administrative Analyst III	1/0/1900
<i>M. Whitney</i>		Marissa Whitney	Supervising Public Health Nurse	1/19/23
Authorized CHDP Program Representative: Sign	Print			



MICHELLE BAASS  
DIRECTOR

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

Child Health and Disability Prevention  
Budget Worksheet



GAVIN NEWSOM  
GOVERNOR

State/Federal Funding Source: Base

County/City Name: Inyo Fiscal Year: 2022-23

Column	1A	1B	1	4A	4	5A	5	2A	2	3A	3	
Category/Line Item	Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced (25/75)	Non-Enhanced FTE %	Non-Enhanced (50/50)	CHDP %	Total CHDP Budget	Medi-Cal %	Total Medi-Cal Budget	
<b>I. Personnel Expenses</b>												
#	Name											
1	Peterson, Joey - Administrative Analyst III	5%	\$81,860	\$4,093	0%	\$0	100%	\$4,093	0%	\$0	100%	\$4,093
2	Vacant - Deputy Public Health Director	5%	\$115,660	\$5,783	0%	\$0	100%	\$5,783	0%	\$0	100%	\$5,783
3				\$0		\$0	100%	\$0				
4				\$0		\$0	100%	\$0				
5				\$0		\$0	100%	\$0				
6				\$0		\$0	100%	\$0				
7				\$0		\$0	100%	\$0				
8				\$0		\$0	100%	\$0				
9				\$0		\$0	100%	\$0				
10				\$0		\$0	100%	\$0				
	<i>(insert additional rows as needed)</i>											
	Total Salaries and Wages			\$9,876		\$0		\$9,876		\$0		\$9,876
	Less Salary Savings			\$0		\$0		\$0		\$0		\$0
	Net Salaries and Wages			\$9,876		\$0		\$9,876		\$0		\$9,876
	Staff Benefits (Specify %)	70%		\$6,935		\$0		\$6,935		\$0		\$6,935
	<b>I. Total Personnel Expenses</b>			<b>\$16,811</b>		<b>\$0</b>		<b>\$16,811</b>		<b>\$0</b>		<b>\$16,811</b>
<b>II. Operating Expenses (List in Narrative)</b>												
	<b>II. Total Operating Expenses</b>			<b>\$7,510</b>		<b>\$0</b>		<b>\$7,510</b>		<b>\$0</b>		<b>\$7,510</b>
<b>III. Capital Expenses (List in Narrative)</b>												
	<b>III. Total Capital Expenses</b>			<b>\$0</b>				<b>\$0</b>		<b>\$0</b>		<b>\$0</b>
<b>IV. Indirect Expenses</b>												
1.	Internal (Specify %)	100%		\$332				\$332		\$0		\$332
2.	External (Specify %)	0%		\$0				\$0		\$0		\$0
	<b>IV. Total Indirect Expenses</b>			<b>\$332</b>				<b>\$332</b>		<b>\$0</b>		<b>\$332</b>
<b>V. Other Expenses</b>												
	<b>V. Total Other Expenses</b>			<b>\$0</b>				<b>\$0</b>		<b>\$0</b>		<b>\$0</b>
	<b>Budget Grand Total</b>			<b>\$24,653</b>		<b>\$0</b>		<b>\$24,653</b>		<b>\$0</b>		<b>\$24,653</b>

Prepared By:	Sign	Print	Title	Date	Email
<i>M Whitney</i>		Marissa Whitney	Supervising Public Health Nurse	1/19/23	mhobbs@inyocounty.us
Authorized CHDP Program Representative:	Sign	Print	Title	Date	Email

Budget Summary tables can be found on the "Summary Tables" sheet of this workbook.



MICHELLE BAASS  
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State of California—Health and Human Services Agency  
Department of Health Care Services

Child Health and Disability Prevention  
Budget Narrative



GAVIN NEWSOM  
GOVERNOR

<b>State/Federal Funding Source:</b>		<b>Base</b>	
<b>County/City Name:</b> Inyo		<b>Fiscal Year:</b> 2022-23	
<b>I. Personnel Expenses</b> Identify and Explain Any Changes in Personnel/Personnel Expenses			
Staffing remains the same as prior year.			
<b>II. Operating Expenses</b> Identify and Explain All Operating Expense Line Items			
<b>Travel:</b>	There are no projected travel expenses.		
<b>Training:</b>	There are no projected training expenses.		
<b>General Office:</b>	Includes basic office supplies, time study and copy costs.		
<b>Utilities:</b>	Includes phone, electricity, gas, etc.		
<b>Internal Charges:</b>	Includes building and maintenance expenses.		
<b>III. Capital Expenses</b> Identify and Explain All Capital Expense Line Items			
No capital expenses are budgeted at this time.			
<b>IV. Indirect Expenses</b> Identify and Explain All Indirect Expense Line Items			
<b>Internal:</b>	Public liability insurance; rates are set by the CAO.		
<b>External:</b>			
<b>V. Other Expenses</b> Identify and Explain All Other Expense Line Items			

Id		Joey Peterson	Administrative Analyst III	joey.peterson@inyocounty.us
Prepared By:	Sign	Print	Title	Date
	<i>M Whitney</i>	Marissa Whitney	Supervising Public Health Nurse	1/19/23
Authorized CHDP Program Representative:	Sign	Print	Title	Date

## Health Care Program for Children in Foster Care Plan and Budget Reporting Checklist

	<i>Page Number</i>
1. HCPCFC Plan and Budget Reporting Checklist	12
2. Certification Statement	13
3. Organizational Chart	Retained Locally
4. HCPCFC MOU with Local Child Welfare/Social Services	Retained Locally
5. HCPCFC Probation IA	Retained Locally
6. If Applicable:	
a. Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	N/A
b. Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	N/A
c. Property Survey Report Form (STD 152)	N/A
7. HCPCFC Plan and Budget Reporting Spreadsheet	
a. Agency Information Sheet	14
b. Memorandum of Understanding and Interagency Agreement List	15
c. Incumbent List	16
d. HCPCFC Budgets	
i. Base	23/17
– Summary and Worksheet	18
– Budget Narrative	18
ii. Psychotropic Medication Monitoring and Oversight	23/19
– Summary and Worksheet	23/19
– Budget Narrative	20
iii. Caseload Relief	23/21
– Summary and Worksheet	23/21
– Budget Narrative	22
iv. Optional County/City - Federal Match	N/A
– Summary and Worksheet	N/A
– Budget Narrative	N/A





MICHELLE BAASS  
DIRECTOR

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



GAVIN NEWSOM  
GOVERNOR

**Health Care Program for Children in Foster Care  
Certification Statement**

**County/City:** Inyo

**Fiscal Year:** 2022-23

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, including the Integrated Systems of Care Plan and Fiscal Guidelines Manual. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

---

Signature of HCPCFC Director/County Authorized Representative

Date Signed

---

Signature of Director or Health Officer

Date Signed

---

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

---

Signature of Local Governing Body Chairperson

Date Signed



State of California—Health and Human Services Agency  
**Department of Health Care Services**

**Health Care Program for Children in Foster Care  
 Agency Information**



<b>County/City:</b>	Inyo	<b>Fiscal Year:</b>	2022-23
<b>Official Agency</b>			
<b>Inyo County Health &amp; Human Services</b>			
Street Address:	PO Drawer H	Health Officer:	James Richardson
City:	Independence	Local HCPCFC	
Zip Code:	93526	Central Inbox:	
<b>Parent Agency Director (if applicable)</b>			
Name:	Vacant -HHS Deputy Director Public Health	Street Address:	1360 N. Main St. Ste 203C
Phone:	760-873-7868	City:	Bishop
Email:	phdeputydirector@inyocounty.	Zip Code:	93514
<b>Authorized HCPCFC Program Administrative Representative</b>			
Name:	Darcia Blackdeer-Lent	Street Address:	1360 N. Main St. Ste 203A
Phone:	760-872-0902	City:	Bishop
Email:	dblackdeerlent@inyocounty.us	Zip Code:	93514
<b>Clerk of the Board of Supervisors or City Council</b>			
Name:	Nate Greenberg	Street Address:	PO Drawer N
Phone:	760-878-0292	City:	Independence
Email:	dellis@inyocounty.us	Zip Code:	93514
<b>Director of Social Services Agency</b>			
Name:	Marilyn Mann	Street Address:	1360 N Main St, Suite 201
Phone:	760-873-3305	City:	Bishop
Email:	hhs-admin@inyocounty.us	Zip Code:	93514
<b>Chief Probation Officer</b>			
Name:	Jeff Thomson	Street Address:	PO Box T
Phone:	760-873-4121	City:	Independence
Email:	jthomson@inyocounty.us	Zip Code:	93526



MICHELLE BAASS  
DIRECTOR

State of California—Health and Human Services Agency  
**Department of Health Care Services**

**Health Care Program for Children in Foster Care  
Memoranda of Understanding/Interagency Agreement List**



GAVIN NEWSOM  
GOVERNOR

<b>County/City:</b> Inyo	<b>Fiscal Year:</b> 2022-23
--------------------------	-----------------------------

*List all current Memoranda of Understanding (MOU) and/or Interagency Agreements (IA) pertaining to the Health Care Program for Children in Foster Care.*

	Title or Name of MOU/IA	MOU with Local Social Services / Child Welfare	IA with Probation	Name of Partner Entity	Date Last Renewed
1	HCPCFC	Yes		Inyo HHS	12/11/2020
2					
3					
4					
5					
6					
7					
8					
9					
10					
	<i>(Insert additional rows as needed)</i>				



MICHELLE BAASS  
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State of California—Health and Human Services Agency  
**Department of Health Care Services**

**Health Care Program for Children in Foster Care  
Incumbent List**



GAVIN NEWSOM  
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<b>County/City:</b> Inyo	<b>Fiscal Year:</b> 2022-23
--------------------------	-----------------------------

**List all Health Care Program for Children in Foster Care staff.**

*HCPCFC staffing is limited to Public Health Nurses and their Direct Support Staff. By selecting "Yes" you certify that this individuals Civil Service Classification and Duty Statement meet the requirements outlined in Section 8 of the Plan and Fiscal Guidelines for the position selected. Please enter Vacant positions, including Title.*

	Name	Title	Direct Support Staff	PHN	Total % FTE as Supervising PHN	Email Address	Other Programs (with FTE % each)
1	Vacant	Public Health Nurse		Yes	20%		10%-CARES; 70%-Health
2							
3							
4							
5							
6							
7							
8							
9							
10							
	<i>(Insert additional lines as needed)</i>						



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



Health Care Program for Children in Foster Care  
 Budget Worksheet

State/Federal Funding Source:	Base
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County/City Name:	Inyo	Fiscal Year:	2022-23
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Column	1A	1B	1	2A	2	3A	3	
Category/Line Item	Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced (25/75)	Non-Enhanced FTE %	Non-Enhanced (50/50)	
<b>I. Personnel Expenses</b>								
#	Name							
1	Vacant - Public Health Nurse	8%	\$95,220	\$7,541	100%	\$7,541	0%	\$0
2				\$0		\$0	100%	\$0
3				\$0		\$0	100%	\$0
4				\$0		\$0	100%	\$0
5				\$0		\$0	100%	\$0
6				\$0		\$0	100%	\$0
7				\$0		\$0	100%	\$0
8				\$0		\$0	100%	\$0
9				\$0		\$0	100%	\$0
10				\$0		\$0	100%	\$0
	<i>(insert additional rows as needed)</i>							
				\$0		\$0	100%	\$0
Total PHN FTE %		0%			0%		0%	
Total Direct Support Staff FTE %		0%			0%		0%	
Net Salaries and Wages				\$7,541		\$7,541		\$0
Staff Benefits (Specify %)		59%		\$4,459		\$4,459		\$0
<b>I. Total Personnel Expenses</b>				<b>\$12,000</b>		<b>\$12,000</b>		<b>\$0</b>
<b>II. Operating Expenses</b>								
1.	Travel			\$0	0%	\$0	0%	\$0
2.	Training			\$0	0%	\$0	0%	\$0
<b>II. Total Operating Expenses</b>				<b>\$0</b>		<b>\$0</b>		<b>\$0</b>
<b>III. Total Capital Expenses</b>								
<b>IV. Indirect Expenses</b>								
1.	Internal (Specify %)	0%		\$0				\$0
<b>IV. Total Indirect Expenses</b>				<b>\$0</b>				<b>\$0</b>
<b>V. Total Other Expenses</b>								
<b>Budget Grand Total</b>				<b>\$12,000</b>		<b>\$12,000</b>		<b>\$0</b>

Prepared By:	Sign	Print	Title	Date	Email
		Joey Peterson	Administrative Analyst III		<a href="mailto:joey.peterson@inyocounty.us">joey.peterson@inyocounty.us</a>
Authorized HCPCFC Program Representative:	Sign	Print	Title	Date	Email
		Darcia Blackdeer-Lent	Deputy Director of Aging & Social Services		<a href="mailto:dblackdeerlent@inyocounty.us">dblackdeerlent@inyocounty.us</a>

Budget Summary tables can be found on the "Summary Tables" sheet of this workbook.



MICHELLE BAASS  
DIRECTOR

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

Health Care Program for Children in Foster Care  
Budget Narrative



GAVIN NEWSOM  
GOVERNOR

State/Federal Funding Source:		Base	
County/City Name: Inyo		Fiscal Year:	2022-23
<b>I. Personnel Expenses</b> Identify and Explain Any Changes in Personnel/Personnel Expenses			
The position is currently vacant, but there are no changes to the personnel expenses.			
<b>II. Operating Expenses</b> Identify and Explain All Operating Expense Line Items			
Travel:	There are no projected travel expenses.		
Training:	There are no projected training expenses.		
<b>III. Capital Expenses</b> <i>cannot be included in this budget</i>			
<b>IV. Indirect Expenses</b> <i>Indirect External Expenses cannot be included in this budget</i> Identify and Explain All Indirect Expense Line Items			
Internal:	There are no projected indirect expenses.		
<b>V. Other Expenses</b> <i>cannot be included in this budget</i>			

Prepared By:	Sign	Print	Title	Date	Email
		Joey Peterson	Administrative Analyst III		<a href="mailto:joey.peterson@inyocounty.us">joey.peterson@inyocounty.us</a>
Authorized HCPCFC Program Representative:	Sign	Print	Title	Date	Email
		Darcia Blackdeer-Len	Deputy Director of Aging & Social Services		<a href="mailto:dblackdeerlent@inyocounty.us">dblackdeerlent@inyocounty.us</a>



State of California—Health and Human Services Agency  
**Department of Health Care Services**



**Health Care Program for Children in Foster Care  
 Budget Worksheet**

<b>State/Federal Funding Source:</b>	<b>Psychotropic Medication Monitoring &amp; Oversight</b>
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<b>County/City Name:</b>	Inyo	<b>Fiscal Year:</b>	2022-23
--------------------------	------	---------------------	---------

Column	1A	1B	1	2A	2	3A	3
Category/Line Item	Total PMM&O FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced (25/75)	Non-Enhanced FTE %	Non-Enhanced (50/50)
<b>I. Personnel Expenses</b>							
#	Name						
1	9%	\$95,220	\$8,585	100%	\$8,585	0%	\$0
2			\$0		\$0	100%	\$0
3			\$0		\$0	100%	\$0
4			\$0		\$0	100%	\$0
5			\$0		\$0	100%	\$0
6			\$0		\$0	100%	\$0
7			\$0		\$0	100%	\$0
8			\$0		\$0	100%	\$0
9			\$0		\$0	100%	\$0
10			\$0		\$0	100%	\$0
	<i>(insert additional lines as needed)</i>						
Total PHN FTE %	0%			0%		0%	
Total Direct Support Staff FTE %	0%			0%		0%	
Net Salaries and Wages			\$8,585		\$8,585		\$0
Staff Benefits (Specify %)	59%		\$5,077		\$5,077		\$0
<b>I. Total Personnel Expenses</b>			<b>\$13,662</b>		<b>\$13,662</b>		<b>\$0</b>
<b>II. Operating Expenses</b>							
1. Travel			\$0	0%	\$0	0%	\$0
2. Training			\$0	0%	\$0	0%	\$0
<b>II. Total Operating Expenses</b>			<b>\$0</b>		<b>\$0</b>		<b>\$0</b>
<b>III. Total Capital Expenses</b>							
<b>IV. Indirect Expenses</b>							
1. Internal (Specify %)	0%		\$0				\$0
<b>IV. Total Indirect Expenses</b>			<b>\$0</b>				<b>\$0</b>
<b>V. Total Other Expenses</b>							
<b>Budget Grand Total</b>			<b>\$13,662</b>		<b>\$13,662</b>		<b>\$0</b>

Prepared By:	Sign	Print	Title	Date	Email
		Joey Peterson	Administrative Analyst III		joey.peterson@inyocounty.us
Authorized HCPCFC Program Representative:	Sign	Print	Title	Date	Email
		Darcia Blackdeer-Lent	Deputy Director of Aging & Social Services		dblackdeerlent@inyocounty.us

Budget Summary tables can be found on the "Summary Tables" sheet of this workbook.



MICHELLE BAASS  
DIRECTOR

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

Health Care Program for Children in Foster Care  
Budget Narrative



GAVIN NEWSOM  
GOVERNOR

<b>State/Federal Funding Source:</b>		<b>Psychotropic Medication Monitoring &amp; Oversight</b>	
<b>County/City Name:</b> Inyo		<b>Fiscal Year:</b>	2022-23
<b>I. Personnel Expenses</b> <b>Identify and Explain Any Changes in Personnel/Personnel Expenses</b>			
The position is currently vacant, but there are no changes to the personnel expenses.			
<b>II. Operating Expenses</b> <b>Identify and Explain All Operating Expense Line Items</b>			
<b>Travel:</b>	There are no projected travel expenses.		
<b>Training:</b>	There are no projected training expenses.		
<b>III. Capital Expenses</b> <i>cannot be included in this budget</i>			
<b>IV. Indirect Expenses</b> <i>Indirect External Expenses cannot be included in this budget</i> <b>Identify and Explain All Indirect Expense Line Items</b>			
<b>Internal:</b>	There are no projected indirect expenses.		
<b>V. Other Expenses</b> <i>cannot be included in this budget</i>			

		Joey Peterson	Administrative Analyst III	<a href="mailto:joey.peterson@inyocounty.us">joey.peterson@inyocounty.us</a>	
Prepared By:	Sign	Print	Title	Date	Email
		Darcia Blackdeer-Lent	Deputy Director of Aging & Social Services	<a href="mailto:dblackdeerlent@inyocounty.us">dblackdeerlent@inyocounty.us</a>	
Authorized HCPCFC Program Representative:	Sign	Print	Title	Date	Email





MICHELLE BAASS  
DIRECTOR

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

Health Care Program for Children in Foster Care  
Budget Worksheet



GAVIN NEWSOM  
GOVERNOR

State/Federal Funding Source:	Caseload Relief
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County/City Name:	Inyo	Fiscal Year:	2022-23
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Column	1A	1B	1	2A	2	3A	3
Category/Line Item	Total Caseload Relief FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced (25/75)	Non-Enhanced FTE %	Non-Enhanced (50/50)
<b>I. Personnel Expenses</b>							
#	Name						
1	3%	\$95,220	\$2,918	100%	\$2,918	0%	\$0
2			\$0		\$0	100%	\$0
3			\$0		\$0	100%	\$0
4			\$0		\$0	100%	\$0
5			\$0		\$0	100%	\$0
6			\$0		\$0	100%	\$0
7			\$0		\$0	100%	\$0
8			\$0		\$0	100%	\$0
9			\$0		\$0	100%	\$0
10			\$0		\$0	100%	\$0
	(insert additional lines as needed)		\$0		\$0	100%	\$0
Total PHN FTE %	0%			0%		0%	
Total Direct Support Staff FTE %	0%			0%		0%	
Net Salaries and Wages			\$2,918		\$2,918		\$0
Staff Benefits (Specify %)	59%		\$1,726		\$1,726		\$0
<b>I. Total Personnel Expenses</b>			<b>\$4,644</b>		<b>\$4,644</b>		<b>\$0</b>
<b>II. Operating Expenses</b>							
1. Travel			\$0	0%	\$0	0%	\$0
2. Training			\$0	0%	\$0	0%	\$0
<b>II. Total Operating Expenses</b>			<b>\$0</b>		<b>\$0</b>		<b>\$0</b>
<b>III. Total Capital Expenses</b>							
<b>IV. Indirect Expenses</b>							
1. Internal (Specify %)	0%		\$0				\$0
<b>IV. Total Indirect Expenses</b>			<b>\$0</b>				<b>\$0</b>
<b>V. Total Other Expenses</b>							
<b>Budget Grand Total</b>			<b>\$4,644</b>		<b>\$4,644</b>		<b>\$0</b>

Prepared By:	Sign	Print	Title	Date	Email
		Joey Peterson	Administrative Analyst III		joey.peterson@inyocounty.us
Authorized HCPCFC Program Representative:	Sign	Print	Title	Date	Email
		Darcia Blackdeer-Lent	Deputy Director of Aging & Social Services		dblackdeerlent@inyocounty.us

Budget Summary tables can be found on the "Summary Tables" sheet of this workbook.



State of California—Health and Human Services Agency  
**Department of Health Care Services**



GAVIN NEWSOM  
GOVERNOR

**Health Care Program for Children in Foster Care  
 Budget Narrative**

<b>State/Federal Funding Source:</b>	<b>Caseload Relief</b>		
<b>County/City Name:</b>	Inyo	<b>Fiscal Year:</b>	2022-23
<b>I. Personnel Expenses</b> <b>Identify and Explain Any Changes in Personnel/Personnel Expenses</b>			
The position is currently vacant, but there are no changes to the personnel expenses.			
<b>II. Operating Expenses</b> <b>Identify and Explain All Operating Expense Line Items</b>			
<b>Travel:</b>	There are no projected travel expenses.		
<b>Training:</b>	There are no projected training expenses.		
<b>III. Capital Expenses</b> <i>cannot be included in this budget</i>			
<b>IV. Indirect Expenses</b> <i>Indirect External Expenses cannot be included in this budget</i> <b>Identify and Explain All Indirect Expense Line Items</b>			
<b>Internal:</b>	There are no projected internal expenses.		
<b>V. Other Expenses</b> <i>cannot be included in this budget</i>			

	Joey Peterson	Administrative Analyst III	<a href="mailto:joey.peterson@inyocounty.us">joey.peterson@inyocounty.us</a>
Prepared By:	Sign	Print	Title Date Email
	Darcia Blackdeer-Ler	Deputy Director of Aging & Social Services	<a href="mailto:dblackdeerlent@inyocounty.us">dblackdeerlent@inyocounty.us</a>
Authorized HCPCFC Program Representative: Sign	Print	Title	Date Email



MICHELLE BAASS  
DIRECTOR

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

Health Care Program for Children in Foster Care  
Budget Summaries



GAVIN NEWSOM  
GOVERNOR

County/City:	Inyo	Fiscal Year:	2022-23
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Funding Source: A	Base			PMM&O			Caseload Relief			County/City-Federal		
	B	C	D	B	C	D	B	C	D	B	C	D
Category/Line Item	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced
I. Total Personnel Expenses	\$12,000	\$12,000	\$0	\$13,662	\$13,662	\$0	\$4,644	\$4,644	\$0	\$0	\$0	\$0
II. Total Operating Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
III. Total Capital Expenses												
IV. Total Indirect Expenses	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
V. Total Other Expenses												
<b>Budget Grand Total</b>	<b>\$12,000</b>	<b>\$12,000</b>	<b>\$0</b>	<b>\$13,662</b>	<b>\$13,662</b>	<b>\$0</b>	<b>\$4,644</b>	<b>\$4,644</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Source of Funds: E	F	G	H	F	G	H	F	G	H	F	G	H
State/County Funds	\$3,000	\$3,000	\$0	\$3,416	\$3,416	\$0	\$1,161	\$1,161	\$0	\$0	\$0	\$0
Federal Funds (Title XIX)	\$9,000	\$9,000	\$0	\$10,247	\$10,247	\$0	\$3,483	\$3,483	\$0	\$0	\$0	\$0
<b>Budget Grand Total</b>	<b>\$12,000</b>	<b>\$12,000</b>	<b>\$0</b>	<b>\$13,662</b>	<b>\$13,662</b>	<b>\$0</b>	<b>\$4,644</b>	<b>\$4,644</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Prepared By: Sign	Print	Joey Peterson	Title	Administrative Analyst III	Date	joey.peterson@inyocounty.us	Email
Authorized HCPCFC Program Representative: Sign	Print	Darcia Blackdeer-Lent	Title	Deputy Director of Aging & Social Services	Date	dblackdeerlent@inyocounty.us	Email





MICHELLE BAASS  
DIRECTOR

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



GAVIN NEWSOM  
GOVERNOR

**Child Health and Disability Prevention  
Childhood Lead Poisoning Prevention Program  
Certification Statement**

**County/City:** Inyo

**Fiscal Year:** 2022-23

I hereby certify under penalty of perjury that I am the duly authorized officer of the claimant herein and this claim is in all respects true, correct, and in accordance with the law that the materials, supplies, or services claimed have been received or performed and were used or performed exclusively in connection with the program that I have not violated any of the provisions of Section 1030 to 1036 of the Government Code in incurring the items of expense included in this claim that prior to the end of the quarter for which the claim is submitted, warrants have been issued in payment of all expenditures included in this claim that payment has not previously been received for the amount claimed herein and that the original invoices, payrolls, and other vouchers in support of this claim are on file with the county.

---

Signature of County Authorized Program Representative

Date Signed

---

Signature of Director or Health Officer

Date Signed

---

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

---

Signature of Local Governing Body Chairperson

Date Signed



MICHELLE BAASS  
DIRECTOR

State of California—Health and Human Services Agency  
**Department of Health Care Services**

**Child Health and Disability Prevention | Lead Poisoning and Prevention  
Incumbent List**



GAVIN NEWSOM  
GOVERNOR

<b>County/City:</b> Inyo	<b>Fiscal Year:</b> 2022-23
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<b>List all Child Health and Disability Prevention staff.</b>				
<i>Please include applicable vacant positions, including title.</i>				
	<b>Name</b>	<b>Title</b>	<b>Email Address</b>	<b>Other Programs (with FTE % each)</b>
1	Dondero, Dena	Registered Nurse	dldondero@inyocounty.us	97%-Various HHS programs
2				
3				
4				
5				
6				
7				
8				
9				
10				
	<i>(Insert additional lines as needed)</i>			



State of California—Health and Human Services Agency  
**Department of Health Care Services**



GAVIN NEWSOM  
GOVERNOR

**Child Health and Disability Prevention | Lead Poisoning and Prevention**

CHDP LPP Budget Worksheet					
<b>County-City:</b>		Inyo	<b>Fiscal Year:</b>		2022-23
Column			1	2	3
Category/Line Item			% of FTE towards CHDP-LPP	Annual Salary	Total
<b>I. Personnel Expense</b>					
<i>Name</i>		<i>Title</i>			
1	Dondero, Dena	Registered Nurse	3%	51,767	\$1,553.01
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
Total Salaries and Wages					\$1,553.01
Staff Benefits (Specify %)		50%			\$778.06
<b>I. Total Personnel Expense</b>					\$2,331.07
<b>II. Total Travel Expense</b>					\$0.00
<b>III. Other Expense (Must Separately Itemize all Other Expenses below)</b>					
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
<b>III. Total Other Expense</b>					\$0.00
<b>IV. Budget Grand Total</b>					\$2,331.07

CHDP Director/Deputy Director (Print & Sign)

Date



State of California—Health and Human Services Agency  
**Department of Health Care Services**



**Child Health and Disability Prevention | Lead Poisoning and Prevention**

CHDP LPP Budget Summary	
County-City:	Fiscal Year:
Category/Line Item	CHDP LPP Funds (100% CHDP-LPP)
I Total Personnel Expenses	\$2,331
II Total Travel Expenses	\$0
V Total Other Expenses	\$0
<b>Budget Grand Total</b>	<b>\$2,331</b>

Source of Funds	CHDP LPP Funds (100% CHDP-LPP)
<b>CHDP-LPP Fund Grand Total</b>	<b>\$2,331</b>

CERTIFICATION: I hereby certify under penalty of perjury that I am the duly authorized officer of the claimant herein and this claim is in all respects true, correct, and in accordance with the law; that the materials, supplies, or services claimed have been received or performed and were used or performed exclusively in connection with the program; that I have not violated any of the provisions of Section 1030 to 1036 of the Government Code in incurring the items of expense included in this claim; that prior to the end of the quarter for which the claim is submitted, warrants have been issued in payment of all expenditures included in this claim; that payment has not previously been received for the amount claimed herein; and that the original invoices, payrolls, and other vouchers in support of this claim are on file with the county.

CHDP Director/Deputy Director (Print & Sign)

Date





**Certification Statement - California Children's Services (CCS)**

<b>County/City:</b> INYO	Fiscal Year: 2022-23
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I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services (CMS) Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

<i>M Whitney</i>	1/19/23
Signature of CCS Administrator	Date Signed

Signature of Director or Health Officer	Date Signed

Signature and Title of Other – Optional	Date Signed

I certify that this plan has been approved by the local governing body.	
Signature of Local Governing Body Chairperson	Date

## CCS Agency Information Sheet

County/City: INYO

Fiscal Year: 2022-2023

### Official Agency

Name:	<u>Inyo County Health &amp; Human Services</u>	Address:	<u>PO Drawer H Independence, CA 93526</u>
Health Officer	<u>James Richardson, MD</u>		

### CMS Director (if applicable)

Name:	<u>VACANT- HHS Deputy Director</u>	Address:	<u>1360 North Main Street, Suite 203C Bishop, CA 93514</u>
Phone:	<u>760-873-7868</u>		
Fax:	<u>760-873-7800</u>	E-Mail:	<u>phdeputydirector@inyocounty.us</u>

### CCS Administrator

Name:	<u>Marissa Whitney</u>	Address:	<u>1360 North Main Street, Suite 203C Bishop, CA 93514</u>
Phone:	<u>760-873-7868</u>		
Fax:	<u>780-873-7800</u>	E-Mail:	<u>mhobbs@inyocounty.us</u>

### CHDP Director

Name:	<u>James Richardson, MD</u>	Address:	<u>1360 North Main Street, Suite 203C Bishop, CA 93514</u>
Phone:	<u>760-873-7868</u>		
Fax:	<u>760-873-7800</u>	E-Mail:	<u>healthofficer@inyocounty.us</u>

### CHDP Deputy Director

Name:	<u>Marissa Whitney</u>	Address:	<u>1360 North Main Street, Suite 203C Bishop, CA 93514</u>
Phone:	<u>760-873-7868</u>		
Fax:	<u>760-873-7800</u>	E-Mail:	<u>mhobbs@inyocounty.us</u>

### Clerk of the Board of Supervisors or City Council

Name:	<u>Nate Greenberg</u>	Address:	<u>PO Drawer N Independence, CA 93526</u>
Phone:	<u>760-878-0292</u>		
Fax:	<u>760-878-0465</u>	E-Mail:	<u>dellis@inyocounty.us</u>

### Director of Social Services Agency

Name:	<u>Marilyn Mann</u>		<u>1360 North Main Street, Suite 201 Bishop, CA 93514</u>
Phone:	<u>760-873-3305</u>		
Fax:	<u>760-878-0266</u>	E-Mail:	<u>mmann@inyocounty.us</u>

### Incumbent List - California Children's Services

For FY 2022-23 complete the table below for all personnel listed in the CCS budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City:		Inyo			Fiscal Year: 2022-23	
Job Title	Incumbent Name	FTE % on CCS Admin Budget	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)		
Registered Nurse	Dena Dondero	10%	NO	NO		
HHS Specialist III - PH	Talia Carrillo	75%	NO	NO		
Office Tech III	Lucina Veronica Mesquitez	3%	NO	NO		
Administrative Analyst III	Joey Peterson	5%	NO	NO		


CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
<b>STRAIGHT CCS -</b> Total Cases of Open (Active) Straight CCS Children	10	8.13%
<b>OTLIPC -</b> Total Cases of Open (Active) OTLIPC Children	15	12.20%
<b>MEDI-CAL -</b> Total Cases of Open (Active) Medi-Cal (non-OTLIPC) Children	98	79.67%
<b>TOTAL CCS CASELOAD</b>	<b>123</b>	<b>100%</b>

### CCS Administrative Baseline Budget Summary

Fiscal Year: 2022-23  
County: Inyo

	Col 1 = Col 2+3+4	Straight CCS	OTLIPC	Medi-Cal (non-OTLIPC) (Column 4 = Columns 5 + 6)		
Column	1	2	3	4	5	6
Category/Line Item	Total Budget	Straight CCS County/State (50/50)	Optional Targeted Low Income Children's Program (OTLIPC) County/State/Fed (11.75/11.75/76.5)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi-Cal State/Federal (50/50)
I. Total Personnel Expense	96,283	7,828	11,742	76,715	0	76,715
II. Total Operating Expense	2,471	201	302	1,969	0	1,969
III. Total Capital Expense	0	0	0	0		0
IV. Total Indirect Expense	4,366	355	532	3,479		3,479
V. Total Other Expense	7,500	610	915	5,976		5,976
<b>Budget Grand Total</b>	<b>110,620</b>	<b>8,994</b>	<b>13,491</b>	<b>88,139</b>	<b>0</b>	<b>88,139</b>

	Col 1 = Col 2+3+4	Straight CCS	OTLIPC	Medi-Cal (non-OTLIPC) (Column 4 = Columns 5 + 6)		
Column	1	2	3	4	5	6
Source of Funds	Total Budget	Straight CCS County/State (50/50)	Optional Targeted Low Income Children's Program (OTLIPC) County/State/Fed (11.75/11.75/76.5)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi-Cal State/Federal (50/50)
<b>Straight CCS</b>						
State	4,497	4,497				
County	4,497	4,497				
<b>OTLIPC</b>						
State	1,585		1,585			
County	1,585		1,585			
Federal (Title XXI)	10,321		10,321			
<b>Medi-Cal</b>						
State	44,070			44,070	0	44,070
Federal (Title XIX)	44,069			44,069	0	44,069

Prepared By (Signature) 	Prepared By (Printed Name) Marissa Whitney	Email Address <a href="mailto:joey.peterson@inyocounty.us">joey.peterson@inyocounty.us</a>
CCS Administrator (Signature)	CCS Administrator (Printed Name)	Email Address <a href="mailto:mhobbs@inyocounty.us">mhobbs@inyocounty.us</a>

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
<b>STRAIGHT CCS -</b> Total Cases of Open (Active) Straight CCS Children	10	8.13%
<b>OTLICP -</b> Total Cases of Open (Active) OTLICP Children	15	12.20%
<b>MEDI-CAL -</b> Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	98	79.67%
<b>TOTAL CCS CASELOAD</b>	<b>123</b>	<b>100%</b>

### CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2022-23

County: Inyo

Column				Straight CCS		Optional Targeted Low Income Children's Program (OTLICP)		Medi-Cal (Non-OTLICP)					
	1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 + 6)	Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLICP) Co/State/Fed (11.75/11.75/76.5)	Caseload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)
<b>I. Personnel Expense</b>													
<b>Program Administration</b>													
1. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0			100.00%	0
2. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0			100.00%	0
3. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0			100.00%	0
4. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0			100.00%	0
5. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0			100.00%	0
Subtotal		0	0		0		0		0				0
<b>Medical Case Management</b>													
1. Dena Dondero, Registered Nurse	10.00%	81,340	8,134	8.13%	661	12.20%	992	79.67%	6,481	0.00%	0	100.00%	6,481
2. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0	0.00%	0	100.00%	0
3. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0	0.00%	0	100.00%	0
4. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0	0.00%	0	100.00%	0
5. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0	0.00%	0	100.00%	0
6. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0	0.00%	0	100.00%	0
7. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0	0.00%	0	100.00%	0
8. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0	0.00%	0	100.00%	0
Subtotal		81,340	8,134		661		992		6,481		0		6,481
<b>Other Health Care Professionals</b>													
1. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0	0.00%	0	100.00%	0
2. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0	0.00%	0	100.00%	0
3. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0	0.00%	0	100.00%	0
Subtotal		0	0		0		0		0		0		0
<b>Ancillary Support</b>													
1. Talia Carrillo, HHS Specialist	75.00%	52,705	39,529	8.13%	3,214	12.20%	4,821	79.67%	31,495			100.00%	31,495
2. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0			100.00%	0
3. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0			100.00%	0
4. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0			100.00%	0
5. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0			100.00%	0
Subtotal		52,705	39,529		3,214		4,821		31,495				31,495
<b>Clerical and Claims Support</b>													
1. <b>VACANT</b> , Office Tech III Fiscal	3.00%	63,700	1,911	8.13%	155	12.20%	233	79.67%	1,523	0.00%	0	100.00%	1,523
2. Joey Peterson, Admin Analyst III	5.00%	81,860	4,093	8.13%	333	12.20%	499	79.67%	3,261	0.00%	0	100.00%	3,261
3. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0	0.00%	0	100.00%	0
4. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0	0.00%	0	100.00%	0
5. Employee Name, Position	0.00%	0	0	8.13%	0	12.20%	0	79.67%	0	0.00%	0	100.00%	0
Subtotal		145,560	6,004		488		732		4,784		0		4,784

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
<b>STRAIGHT CCS -</b> Total Cases of Open (Active) Straight CCS Children	10	8.13%
<b>OTLICP -</b> Total Cases of Open (Active) OTLICP Children	15	12.20%
<b>MEDI-CAL -</b> Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	98	79.67%
<b>TOTAL CCS CASELOAD</b>	<b>123</b>	<b>100%</b>

**CCS Administrative Baseline Budget Worksheet**

Fiscal Year: 2022-23

County: Inyo

Column	Straight CCS			Optional Targeted Low Income Children's Program (OTLICP)				Medi-Cal (Non-OTLICP)					
	1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5 + 6)	Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLICP) Co/State/Fed (11.75/11.75/76.5)	Caseload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)
Total Salaries and Wages			53,667	8.13%	4,363	12.20%	6,545	79.67%	42,760	0.00%	0	100.00%	42,760
Staff Benefits (Specify %)	79.41%		42,616	8.13%	3,465	12.20%	5,197	79.67%	33,955		0		33,955
<b>I. Total Personnel Expense</b>			96,283	8.13%	7,828	12.20%	11,742	79.67%	76,715		0		76,715
<b>II. Operating Expense</b>													
1. Travel			0	8.13%	0	12.20%	0	79.67%	0	0.00%	0	100.00%	0
2. Training			0	8.13%	0	12.20%	0	79.67%	0	0.00%	0	100.00%	0
3. General Operating			300	8.13%	24	12.20%	37	79.67%	239				239
4. Professional Services			179	8.13%	15	12.20%	22	79.67%	143			100.00%	143
5. Utilities			200	8.13%	16	12.20%	24	79.67%	159			100.00%	159
6. Rent			1,792	8.13%	146	12.20%	219	79.67%	1,428			100.00%	1,428
7.				8.13%	0	12.20%	0	79.67%	0			100.00%	0
<b>II. Total Operating Expense</b>			2,471		201		302		1,969		0		1,969
<b>III. Capital Expense</b>													
1.				8.13%	0	12.20%	0	79.67%	0				0
2.				8.13%	0	12.20%	0	79.67%	0				0
3.				8.13%	0	12.20%	0	79.67%	0				0
<b>III. Total Capital Expense</b>			0		0		0		0				0
<b>IV. Indirect Expense</b>													
1. Indirect Cost Rate	4.53%		4,366	8.13%	355	12.20%	532	79.67%	3,479			100.00%	3,479
			0	8.13%	0	12.20%	0	79.67%	0			100.00%	0
<b>IV. Total Indirect Expense</b>			4,366		355		532		3,479				3,479
<b>V. Other Expense</b>													
1. Maintenance & Transportation			7,500	8.13%	610	12.20%	915	79.67%	5,976			100.00%	5,976
2.				8.13%	0	12.20%	0	79.67%	0			100.00%	0
3.				8.13%	0	12.20%	0	79.67%	0			100.00%	0
4.				8.13%	0	12.20%	0	79.67%	0			100.00%	0
5.				8.13%	0	12.20%	0	79.67%	0			100.00%	0
<b>V. Total Other Expense</b>			7,500		610		915		5,976				5,976
<b>Budget Grand Total</b>			110,620		8,994		13,491		88,139		0		88,139

Prepared By (Signature) Marissa Whitney Prepared By (Printed Name) Marissa Whitney Date Prepared 1/19/23 Date Signed 1/19/23  
 Phone Number 760-878-0246 Phone Number 760-873-7868

**CCS Admin  
 INYO County  
 Budget Narrative  
 Fiscal Year 2022/23**

**I. PERSONNEL EXPENSES**

Total Salaries:	\$	53,667
Total Benefits:	\$	42,616
<b>Total Personnel Expenses:</b>	<b>\$</b>	<b>96,283</b>

Registered Nurse Dena Dondero	This position is budgeted at 10% and is unchanged from the prior year.
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HHS Specialist Talia Carrillo	This position is budgeted at 75% and is unchanged from the prior year.
----------------------------------	--

Office Tech III Fiscal Vacant	This position is budgeted at 3% and is unchanged from the prior year.
----------------------------------	---

Administrative Analyst III Joey Peterson	This position is budgeted at 5% and is unchanged from the prior year.
---	---

**II. OPERATING EXPENSES**

Travel	\$	- This is unchanged from the prior year.
--------	----	--

Training	\$	- This is unchanged from the prior year.
----------	----	--

General Office	\$	300 Basic office supplies, time study and copy costs. This is a decrease from prior year.
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Professional Services	\$	179 This is a decrease from the prior year.
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Motor Pool	\$	- This is unchanged from the prior year.
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Utilities	\$	200 Includes phone, electricity, gas etc. This is a decrease from the prior year.
-----------	----	---

Rent	\$	1,792 This is a decrease from the prior year.
------	----	---

<b>III. Total Operating Expenses:</b>	<b>\$</b>	<b>2,471</b>
---------------------------------------	-----------	--------------

<b>IV. CAPITAL EXPENSES</b>	\$	- No Capital Expenses planned.
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<b>IV. Total Capital Expenses:</b>	<b>\$</b>	<b>-</b>
------------------------------------	-----------	----------

<b>V. INDIRECT EXPENSES</b>	\$	4,366 Rates are set by the CAO. Public Liability insurance, County financial accounting / payroll system. This is a decrease from the prior year.
-----------------------------	----	---

<b>V. Total Indirect Expenses:</b>	<b>\$</b>	<b>4,366</b>
------------------------------------	-----------	--------------

**VI. OTHER EXPENSES**

Maintenance and Transp.	\$	7,500 This is the same as prior year.
-------------------------	----	---------------------------------------

<b>VI. Total Other Expenses:</b>	<b>\$</b>	<b>7,500</b>
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<b>BUDGET GRAND TOTAL</b>	<b>\$</b>	<b>110,620</b>
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## County Classification Title and Salary Table Details CCS Administrative Budget FY 2022-2023 (To be completed by the county)

County	Inyo	
Staff/Working Title for personnel reported in baseline budget (This is Column A)	Corresponding County Classification Title for personnel listed in Column A (Per County Web Link)	Notes/Comments (for any additional compensation in the budget compared to maximum salary in the website)
Dena Dondero, Registered Nurse	Registered Nurse	
Talia Carrillo, HHS Specialist	HHS Specialist III	+5% Bilingual pay
Vacant, Office Technician	Office Tech III	
Joey Peterson, Administrative Analyst	Administrative Analyst III	
<b>Additional Details:</b>	<b>Please enter the required details as below:</b>	<b>Notes/Comments</b>
Personnel Benefits Rate (County-established Percentage or Percentage Based upon Actual Costs)	Percentage Based upon Actual Costs	
Indirect Cost Rate (FY 2022-2023 CDPH County ICR to be applied to Total Personnel Costs) <a href="https://www.cdph.ca.gov/Programs/CFH/DMCAH/Pages/Indirect-Cost-Rate.aspx">Copy &amp; Open URL Link for ICR FY 2022-23 https://www.cdph.ca.gov/Programs/CFH/DMCAH/Pages/Indirect-Cost-Rate.aspx</a>	25%	
<b>Please provide following web link</b>		
Web link for County Classification Title, Staff Benefits Rate and Salary Table:	<a href="https://www.inyocounty.us/services/human-resources/personnel/benefits-and-salaries">https://www.inyocounty.us/services/human-resources/personnel/benefits-and-salaries</a>	

### MTP Staffing and Budget Summary

Revised 2/11/20

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10
	FY 2021-22 Total Est. MTP Caseload	Total Budgeted MTP Administrative Positions (FTEs) <i>(Section A)</i>	Total Budgeted MTP Treatment Positions (FTEs) <i>(Section B)</i>	Total Budgeted SELPA Interagency Activities (FTEs) <i>(Section C)</i>	Total Budgeted MTP Positions (FTEs) <i>(Section E)</i>	FY 2021-22 Estimated MTP Funding (County)	FY 2021-22 Estimated MTP Funding (State - No AB3632)	FY 2021-22 Estimated MTP Funding (AB 3632 State Only)	(C7+C8+C9) FY 2021-22 Total Estimated MTP Budget
<b>Inyo</b>	8			0.10	0.10	\$9,655		\$14,109	\$23,764

*Autocalculates*

*Autocalculates*

Revised 02/11/20

## CCS Medical Therapy Program (MTP) Budget Worksheet

Fiscal Year: 2022-23

County: Inyo

Column	1	2	3
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2)
<b>I. COUNTY EMPLOYED MTU STAFF</b>			
<b>MTP Administrative Positions</b>			
1. Employee Name, Position	0.00%	-	-
2. Employee Name, Position	0.00%	-	-
3. Employee Name, Position	0.00%	-	-
4. Employee Name, Position	0.00%	-	-
5. Employee Name, Position	0.00%	-	-
Subtotal		-	-
<b>Treatment Staff</b>			
1. Employee Name, Position	0.00%	-	-
2. Employee Name, Position	0.00%	-	-
3. Employee Name, Position	0.00%	-	-
4. Employee Name, Position	0.00%	-	-
5. Employee Name, Position	0.00%	-	-
6. Employee Name, Position	0.00%	-	-
7. Employee Name, Position	0.00%	-	-
8. Employee Name, Position	0.00%	-	-
9. Employee Name, Position	0.00%	-	-
Subtotal		-	-
<b>Total Salaries and Wages</b>			
Staff Benefits (Specify %)	0.00%		-
<b>Total Personnel Expenses, County Employed MTU Staff</b>			
<b>Travel Costs</b>			
Internal Indirect Costs (Specify %)	0.00%		-
<b>I. TOTAL, COUNTY EMPLOYED MTU STAFF</b>			<b>\$ -</b>
<b>II. CONTRACT THERAPISTS</b>			
<b>Physical and Occupational Therapy Contracts</b>			
1. Contractor Name, Position			-
2. Contractor Name, Position			-
3. Contractor Name, Position			-
4. Contractor Name, Position			-
5. Contractor Name, Position			-
<b>II. TOTAL, CONTRACT THERAPISTS</b>			<b>\$ -</b>
<b>III. COUNTY STAFF FOR SELPA/LEA/IEP FUNCTIONS</b>			
<b>MTP Administrative Positions</b>			

Column	1	2	3
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2)
1. Dena Dondero, Registered Nurse	10.00%	81,340	8,134
2. Employee Name, Position	0.00%	-	-
3. Employee Name, Position	0.00%	-	-
4. Employee Name, Position	0.00%	-	-
5. Employee Name, Position	0.00%	-	-
Subtotal		81,340	8,134
<b>Treatment Staff</b>			
1. Employee Name, Position	0.00%	-	-
2. Employee Name, Position	0.00%	-	-
3. Employee Name, Position	0.00%	-	-
4. Employee Name, Position	0.00%	-	-
5. Employee Name, Position	0.00%	-	-
6. Employee Name, Position	0.00%	-	-
7. Employee Name, Position	0.00%	-	-
8. Employee Name, Position	0.00%	-	-
9. Employee Name, Position	0.00%	-	-
Subtotal		-	-
Total Salaries and Wages			8,134
Staff Benefits (Specify %)	56.69%		4,611
Total Personnel Expenses for SELPA/LEA/IEP Functions			12,745
Travel Costs			-
Indirect Costs (Specify %)	0.00%		-
<b>III. TOTAL, STAFF FOR SELPA/LEA/IEP FUNCTIONS</b>			<b>\$ 12,745</b>
<b>IV. MTU EXPENDITURES</b>			
1. MTU Supply and Equipment Costs			
a. Item 1			-
b. Item 2			-
c. Item 3			-
d. Item 4			-
Subtotal			-
2. MTU Conference Costs			
a. Provider expenses at clinic			2,500
b. Item 2			-
c. Item 3			-
d. Item 4			-
Subtotal			2,500
3. Training/Education			
a. Item 1			-
b. Item 2			-
c. Item 3			-
d. Item 4			-
Subtotal			-
4. Miscellaneous MTU Costs			

Column	1	2	3
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2)
a. Indirect costs			227
b. Item 2			-
c. Item 3			-
d. Item 4			-
Subtotal			227
<b>IV. TOTAL, MTU EXPENDITURES</b>			<b>\$ 2,727</b>
<b>BUDGET GRAND TOTAL</b>			<b>\$ 15,472</b>

SOURCE OF FUNDS			
<b>MTP (State/County 50/50) (Sections I, II &amp; IV)</b>			
State General Funds (1)		\$ 1,364	
County Funds		\$ 1,363	
<b>MTP (State 100%) (Section III)</b>			
State General Funds (2)		\$ 12,745	
<b>Total State General Funds (1 + 2)</b>		<b>\$ 14,109</b>	

Joey Peterson

12/12/2022

Prepared By

Date Prepared

*Melissa Best-Baker*

12/20/2022

Approved By

Date Approved

**CCS Treatment  
INYO County  
Budget Narrative  
Fiscal Year 2022/23**

**I. PERSONNEL EXPENSES**

Total Salaries:	\$	8,134
Total Benefits:	\$	4,611
<b>Total Personnel Expenses:</b>	<b>\$</b>	<b>12,745</b>

Registered Nurse  
Dena Dondero

This position is budgeted at 10% and is unchanged from the prior year.

**II. OPERATING EXPENSES**

Travel	\$	-	- This is unchanged from the prior year.
Training	\$	-	- This is unchanged from the prior year.
General Office	\$	-	- This is unchanged from the prior year.
Professional Services	\$	-	- This is a slight increase from the prior year.
Motor Pool	\$	-	- This is unchanged from the prior year.
Utilities	\$	-	- Includes phone, electricity, gas etc. This is a decrease from the prior year.
Provider expenses at clinic	\$	2,500	- This is unchanged from the prior year.

**III. Total Operating Expenses:** **\$ 2,500**

**IV. CAPITAL EXPENSES** \$ - - No Capital Expenses planned.

**IV. Total Capital Expenses:** **\$ -**

**V. INDIRECT EXPENSES** **\$ 227**

**V. Total Indirect Expenses:** **\$ 227** This is an increase from the prior year due to a higher public liability insurance cost.

**VI. OTHER EXPENSES**

Maintenance and Transp. \$ - - This is the same as prior year.

**VI. Total Other Expenses:** **\$ -**

**BUDGET GRAND TOTAL** **\$ 15,472**

## County Classification Title and Salary Table Details

**MTP Administrative Budget FY 2022-2023**

**(To be completed by the county)**

County	Inyo County	
Staff/Working Title for personnel reported in baseline budget (This is Column A)	Corresponding County Classification Title for personnel listed in Column A (Per County Web Link)	Notes/Comments (for any additional compensation in the budget compared to maximum salary in the website)
Dena Dondero, Registered Nurse	Registered Nurse	
<b>Additional Details:</b>	<b>Please enter the required details as below:</b>	<b>Notes/Comments</b>
Personnel Benefits Rate (County-established Percentage or Percentage Based upon Actual Costs)	Percentage Based upon Actual Costs	
Indirect Cost Rate (FY 2022-23 CDPH County ICR to be applied to Total Personnel Costs) Copy & Open URL Link for ICR FY 2022-23 <a href="https://www.cdph.ca.gov/Programs/CFH/DMCAH/Pages/Indirect-Cost-Rate.aspx">https://www.cdph.ca.gov/Programs/CFH/DMCAH/Pages/Indirect-Cost-Rate.aspx</a>	25%	
<b>Please provide following web link</b>		
Web link for County Classification Title, Staff Benefits Rate and Salary Table:	<a href="https://www.inyocounty.us/services/human-resourcespersonnel/benefits-and-salaries">https://www.inyocounty.us/services/human-resourcespersonnel/benefits-and-salaries</a>	

## Medical Therapy Program Staffing Determination Tool

**TO BE COMPLETED BY COUNTY CCS PROGRAM**

Revised 2/11/20

Fiscal Year: 2022-23

County: Inyo

Date: 12/12/2022

Total no. of MTUs in county: \_\_\_\_\_

Total no. of MTU satellites in county: \_\_\_\_\_

Total no. of children on MTP caseload per CMS Net: 10

Please explain if caseload data is from another source: \_\_\_\_\_

Total number of children on waiting list for services, receiving no services: PT \_\_\_\_\_ OT \_\_\_\_\_

Total # of children on waiting list, receiving services temporarily through a vendor: PT \_\_\_\_\_ OT \_\_\_\_\_

Total # of children on waiting list: PT 0 OT 0

### A. MTP Administrative Positions

MTP Administrative Positions*	# County Positions Approved & Filled	# County Positions Approved & Vacant	Total Administrative Positions
Chief Therapist			0.00
Asst Chief Therapist(s)			0.00
MTU Supervisors			0.00
MTU Clerks			0.00
<b>Total Adm Pos:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

\*Must be State approved positions based on Ch. 4 and caseload reviews - see instructions

\*\* Calculation reflects licensed OT/PT staff needed to meet treatment needs. See instructions. Therapy Assistant/Aide conversions cannot be used to increase the number of therapy staff submitted on the MTP Baseline Budgets. \*\*

### B. Calculating FTE's for Treatment Needs\*\*

1	2	3	4	5	6	7	8	9	10
Total weekly prescribed PT hours	Total weekly prescribed OT hours	Total prescribed hours (Col 1+Col 2)	Total hours for consultation* (see below for explanation)	Total treatment hours = prescribed hrs + consult hours (Col 3+4)	Standard hours per week for full-time employee	Total paid break time per week (in hours)	Total weekly work hours available for 1.0 FTE	Expected Tx hrs/wk at 75% direct therapy service (Col 8 x 0.75)	Total treating FTE's needed to staff MTP (Col 5/Col 9)
		0.00	0.00	0.00	40.0	2.50	37.50	28.13	0.00

# PT cases: \_\_\_\_\_

# OT cases: \_\_\_\_\_

\* Calculated hours for consultation = # PT cases x 0.12 = -

\* Calculated hours for consultation = # OT cases x 0.12 = -

**Total consultation hours** (used for Column 4 above) = -

### C. Calculating Interagency Liaison and IEP Hours for Treatment FTEs

These numbers should be taken from the timestudies submitted to CMS

Timestudy	Total Interagency Liaison Hours	Total Interagency IEP Hours	Total Interagency hours for timestudy month	Total Interagency Hours for quarter***
Prior year 4 <sup>th</sup> quarter			-	-
Current year 1 <sup>st</sup> quarter			-	-
Current year 2 <sup>nd</sup> quarter			-	-
Current year 3 <sup>rd</sup> quarter			-	-
<b>Total Annual Interagency Hours</b>			-	-
Weekly average interagency hours for treatment positions			-	
Weekly hours available for treatment by one FTE			37.50	
<b>Total treatment FTE's needed for SELPA interagency activities</b>			<b>0.00</b>	



## Medical Therapy Program Staffing Determination Tool

Revised 2/11/20

TO BE COMPLETED BY COUNTY CCS PROGRAM

Fiscal Year: 2022-23

County: Inyo

Date: 12/12/2022

### D. Total MTP Treatment Positions

FTEs needed for prescription treatment hours:	0.00
FTEs needed for IEP and Interagency liaison hours:	0.00
<b>Total MTP Treatment Positions:</b>	<b>0.00</b>

### E. MTP Position Summary

Based on the above calculations, the following MTP FTE positions are needed to meet the caseload of the County identified above.

Total MTP Administrative Positions:	0.00
Total MTP Treatment Positions:	0.00
<b>TOTAL MTP FTE POSITIONS:</b>	<b>0.00</b>

\_\_\_\_\_  
Name/Signature of Chief Therapist / Unit Supervisor

M Whitney 12/20/2022  
Name/Signature of CCS Administrator



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2023-3389

### Amendment No. 1 to Helix Environmental Planning, Inc. Contract Planning Department ACTION REQUIRED

#### ITEM SUBMITTED BY

Cathreen Richards, Planning Director

#### ITEM PRESENTED BY

Cathreen Richards, Planning Director

#### RECOMMENDED ACTION:

Request Board ratify and approve Amendment No.1 to the contract between the County of Inyo and the Helix Environmental Group Inc. to amend Section 2 – Term of the agreement to be April 1, 2022 through November 30, 2023; and, authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Planning Department and HELIX staffs have been working on a vacant land inventory, zoning and General Plan review of properties located in the County. This information is used to identify land that might be appropriate for zone and General Plan designation changes to promote affordable housing opportunities primarily by increasing the allowable residential density. This work is funded by an SB 2 grant directed at planning assistance that supports affordable housing.

The State made subsequent funding available through a Regional Early Action Planning Grant (REAP) that is focused on accelerating housing production and addressing regional planning for housing. As a regionally focused grant, the County applied for REAP funding to: share with the City of Bishop; and, to support preparation of the County's Environmental Impact Report prepared as a requirement of the SB2 grant project to include a regional Vehicle Miles Traveled (VMT) Feasibility Study, and a goals and programs report. The County's total REAP grant award is \$60,758.50.

HELIX's VMT feasibility study will qualitatively determine baseline per capita VMT conditions across the County. VMT is a measurement of the overall level of auto use in an area or region and is now the measurement of choice for transportation impacts (this is of particular importance under CEQA), as it is believed to be more closely related to carbon emissions and air pollution than local traffic levels are. The VMT goals and strategies report will help the County better identify areas where increased housing density is appropriate.

Staff is requesting that the term of the contract be amended to November 30, 2023 to match the end of the project based on the SB2 grant requirements. Both grants were delayed by the State Department of Housing and Community Development and subsequently amended. Staff is also requesting the Board ratify the contract amendment as it is late in its request.

**FISCAL IMPACT:**

<b>Funding Source</b>	REAP grant	<b>Budget Unit</b>	23800
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
The revenue and expense (\$60,758) is already budgeted during the current Fiscal Year.			
<b>Future Fiscal Year Impacts</b>			
With the contract amendment extension to November 30, 2023, the \$60,758 will be re-budgeted for Fiscal Year 23-24.			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the contract amendment. This would cause a delay to the project completion as Helix prepared the Draft EIR and has the background to complete the Final EIR.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Amendment No. 1 to HELIX Contract
2. HELIX Contract

**APPROVALS:**

Cathreen Richards	Created/Initiated - 1/31/2023
Darcy Ellis	Approved - 1/31/2023
John Vallejo	Approved - 1/31/2023
Amy Shepherd	Approved - 1/31/2023
Nate Greenberg	Approved - 2/1/2023
Cathreen Richards	Final Approval - 2/1/2023

**AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF  
INYO AND HELIX ENVIRONMENTAL PLANNING INC. FOR THE  
PROVISION OF PROFESSIONAL SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and Helix Environmental Planning Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated April 7, 2022 on County of Inyo Standard Contract No. 156 for the term from April 1, 2022 to November 30, 2022.

**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 Contractor do desire to consent to amend such Agreement as set forth below.

**County and Contractor hereby amend such Agreement as follows:**

1. Amend Section 2 - TERM to April 1, 2022 to November 30, 2023.
2. Amend the term to April 1, 2022 to November 30, 2023 on Attachments A-E as applicable.

**AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF  
INYO AND HELIX ENVIRONMENTAL PLANNING INC. FOR THE  
PROVISION OF PROFESSIONAL SERVICES**

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

**COUNTY**

**CONTRACTOR**


By: \_\_\_\_\_

By: 

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

Dated: 06 JAN 2023

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:

*Christie Martindale*

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

*K. Oney*

\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

*Caron Holmberg*

\_\_\_\_\_  
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 26<sup>th</sup> day of April 2022 an order was duly made and entered as follows:

*Planning –  
HELIX Sole-Source  
Contract*

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to A) declare HELIX Environmental Planning Inc. a sole-source provider of planning services; B) approve the contract between the County of Inyo and HELIX Environmental Planning Inc. for the provision of planning services in an amount not to exceed \$60,758.50 for the period of April 1, 2022 to November 30, 2022, contingent upon the Board's approval of the Fiscal Year 2022- 2023 Budget; and C) authorized the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 26<sup>th</sup>  
Day of April, 2022



LESLIE L. CHAPMAN  
Clerk of the Board of Supervisors

*Leslie L. Chapman*

By: \_\_\_\_\_

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Planning DATE: May 6, 2022



# County of Inyo



## Planning Department

### CONSENT - ACTION REQUIRED

**MEETING:** April 26, 2022

**FROM:** Cathreen Richards

**SUBJECT:** Contract with HELIX Environmental Planning

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#### **RECOMMENDED ACTION:**

Request Board: A) declare HELIX Environmental Planning Inc. a sole-source provider of planning services; B) approve the contract between the County of Inyo and HELIX Environmental Planning Inc. for the provision of planning services in an amount not to exceed \$60,758.50 for the period of April 1, 2022 to November 30, 2022, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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

Currently, the Planning Department and HELIX staff are working on a vacant land inventory, zoning and General Plan review of properties located in the County. This information is used to identify land that might be appropriate for zone and General Plan designation changes to promote affordable housing opportunities primarily by increasing the allowable residential density. This work is funded by an SB 2 grant directed at planning assistance that supports affordable housing.

The State has also made funding available through a Regional Early Action Planning Grant (REAP) that is focused on accelerating housing production and addressing regional planning for housing. As a regionally focused grant, the County applied for REAP funding to:

- Share with the City of Bishop; and,
- To support preparation of the County's Environmental Impact Report prepared as a requirement of the SB2 grant project to include a regional Vehicle Miles Traveled Feasibility Study, and a goals and programs report.

The total REAP grant award is \$121,517. The City of Bishop's allocation is \$54,683. A Memorandum of Understanding will be presented to the Board at a later date to formalize the City of Bishop's statement of work under the grant and the County as grant administrator.

HELIX's VMT feasibility study will qualitatively determine baseline per capita VMT conditions across the County. VMT is a measurement of the overall level of auto use in an area or region and is now the measurement of choice for transportation impacts (this is of particular importance under CEQA), as it is believed to be more closely related to carbon emissions and air pollution than local traffic levels are.

The VMT goals and strategies report will help the County better identify areas where increased housing density is

most appropriate, especially with regard to transportation opportunities and areas that are not as well suited due to VMT constraints. The results of the VMT feasibility study can also be used by the County to evaluate transportation impacts of proposed projects on future CEQA documents. California Senate Bill 743 required that a new metric be adopted when evaluating transportation impacts and VMT was the one chosen to replace Level of Service.

Since HELIX is already working on the EIR that the VMT study results will be incorporated into, staff is requesting a sole source contract with them. Planning and HELIX staffs have negotiated contract terms that meet both the County's and the Department of Housing and Community Development's contract requirements. Both parties have agreed to the language included in the attached contract and agree that the Statement of Work can be completed within the budgetary and scheduling requirements.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

- Direct staff to renegotiate the contract. Staff has worked with HELIX to arrive at mutually agreeable contract provisions that also meet the HCD's contract requirements. Additional negotiations could be time consuming and may not be productive.
- Direct staff to issue an RFP for consultant services. Such an action could take several months, could pose logistical and financial challenges, and a different consultant would not have the experience that HELIX does or the ability to easily use the information generated in this project for the SB2 project.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

HELIX Environmental will be paid by Planning (023800), Professional & Special Services (5265). Planning will be reimbursed by the HCD pursuant to the HCD and County of Inyo Contract #21-REAP-16452, dated February 23, 2022.

**ATTACHMENTS:**

1. Helix Agreement

**APPROVALS:**

Cathreen Richards  
Darcy Ellis  
John Vallejo  
Amy Shepherd  
Cathreen Richards

Created/Initiated - 4/6/2022  
Approved - 4/7/2022  
Approved - 4/12/2022  
Approved - 4/12/2022  
Final Approval - 4/12/2022



**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND HELIX Environmental Planning, Inc.**  
**FOR THE PROVISION OF Professional SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Professional services of HELIX Environmental Planning, Inc. (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 Inyo County Planning Director. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

**2. TERM.**

The term of this Agreement shall be from April 1, 2022 to November 30, 2022 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 Inyo County Planning Director. 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 \$60,758.50 (initial term) \$ (option 1) and \$ (option 2) for a total of \$ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

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

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

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

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

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

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

**7. COUNTY PROPERTY.**

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

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

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

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

**9. STATUS OF CONSULTANT.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

gain, or enhancement. 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:

<b>County of Inyo:</b>	
<u>Planning Department</u>	Department
<u>PO Drawer L</u>	Address
<u>Independence, CA 93526</u>	City and State

<b>Consultant:</b>	
<u>HELIX Environmental Planning, Inc.</u>	Name
<u>11 Natoma Street, Suite 155</u>	Address
<u>Folsom, CA 95630</u>	City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND HELIX Environmental Planning, Inc.**  
**FOR THE PROVISION OF Professional SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
26th DAY OF April, 2022

**COUNTY OF INYO**

By:   
Signature  
Dan Tothoroh  
Print or Type Name

Dated: 04/26/2022

**CONSULTANT**

By:   
Signature  
ROBERT EDGERTON  
Print or Type Name

Dated: MARCH 10, 2022

**APPROVED AS TO FORM AND LEGALITY:**

  
County Counsel


**APPROVED AS TO ACCOUNTING:**

  
County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

  
Personnel Services

**APPROVED AS TO INSURANCE REQUIREMENTS:**

  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND HELIX Environmental Planning, Inc.  
FOR THE PROVISION OF Professional SERVICES**

**TERM:**

**FROM:** April 1, 2022 **TO:** November 30, 2022

**SCOPE OF WORK:**

Contractor acknowledges and accepts its role as a subcontractor pursuant to REAP Grant Agreement, 21-REAP-16462, which is attached hereto as Exhibit 1, and incorporated herein by this reference, and agrees to comply with all applicable provisions including but not limited to the terms and conditions listed in Exhibit D pages 1-9 of the REAP Grant Agreement.

Contractor shall provide the services as outlined in the Letter Proposal to Provide Environmental Consulting Services in Support of the Regional Early Action Planning Grant, which is attached hereto as Exhibit 2 and incorporated herein by this reference.



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND HELIX Environmental Planning, Inc.  
FOR THE PROVISION OF Professional SERVICES**

**TERM:**

**FROM:** April 1, 2022 **TO:** November 30, 2022

**SCHEDULE OF FEES:**

Inyo County will pay HELIX Environmental Planning, Inc., through a REAP grant allocated by the California Department of Housing and Community Development (HCD) to complete the tasks at the rates specified, as identified in Exhibit A Scope of Work including the Schedule and Budget, and not to exceed \$60,758.50. The County will pay HELIX Environmental Planning, Inc. as the tasks specified in the SOW are completed to the satisfaction of Inyo County and the HCD. Invoicing from HELIX Environmental Planning Inc. will meet HCD's requirements as found in the SOW included in Agreement # (Attached).

The percentage of total payment shall not exceed the percentage of completed project at any time during the project duration. Final payment will be made when all work agreed to by HELIX Environmental Planning, Inc., as identified in the SOW, is completed to the satisfaction of Inyo County and HCD. Costs incurred for materials necessary to complete the tasks as stated in the SOW will be paid out of the \$60,758.50 total cost of the contracted work and only for tasks included in the SOW.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** HELIX Environmental Planning, Inc.

**FOR THE PROVISION OF** Professional **SERVICES**

**TERM:**

**FROM:** April 1, 2022 **TO:** November 30, 2022

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

HELIX Environmental Planning Inc. will be compensated only for expenses incurred while performing tasks specified in the Approved Scope of Work (Please see Exhibit A). Travel and Per Diem expenses will be paid out of the \$60,758.50 total cost of the contracted work and only tasks included in the SOW will be reimbursed.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND HELIX Environmental Planning, Inc.**  
**FOR THE PROVISION OF Professional SERVICES**

**TERM:**

**FROM:** April 1, 2022 **TO:** November 30, 2022

**SEE ATTACHED INSURANCE PROVISIONS**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT**  
STD 213 (Rev. 04/2020)

SCO ID:

**EXHIBIT 1**

AGREEMENT NUMBER  
21-REAP-16462

PURCHASING AUTHORITY NUMBER (If applicable)

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

CONTRACTING AGENCY NAME  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME  
Inyo County

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

12/31/2024

3. The maximum amount of this Agreement is:

\$121,517.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	REAP General Terms and Conditions	9
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		16

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <https://www.dgs.ca.gov/OI/5/Resouces>

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

**CONTRACTOR**

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

Inyo County

CONTRACTOR BUSINESS ADDRESS  
PO Drawer L

CITY  
Independence

STATE  
CA

ZIP  
93526

PRINTED NAME OF PERSON SIGNING

Cathreen Richards  
CONTRACTOR AUTHORIZED SIGNATURE

TITLE

Planning Director  
DATE SIGNED

1/6/2022

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY  
Sacramento

STATE  
CA

ZIP  
95833

PRINTED NAME OF PERSON SIGNING

~~Shawn Singh~~ Synthia Rhinehart

TITLE

Contracts Manager,  
Business & Contract Services Branch

DATE SIGNED  
2/23/2022

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Synthia Rhinehart

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**1. Authority**

The Local Government Planning Support Grants Program is established for the purpose of providing regions and jurisdictions with one-time funding, including grants for planning activities to enable jurisdictions to meet the sixth cycle of the regional housing needs assessment. Up to two hundred fifty million dollars (\$250,000,000) shall be distributed under the program in accordance with Health and Safety Code sections 50515.02 and 50515.03. Of this amount, approximately one hundred twenty-five million dollars (\$125,000,000) is available to councils of governments and other regional entities. The Department of Housing and Community Development (Department or HCD) shall administer the Program (referred to herein as the Regional Early Action Planning Grant Program, or "REAP") to councils of governments and other regional entities in accordance with the Notice of Funding Availability ("NOFA") pursuant to Health and Safety Code section 50515.04, subdivision (f).

Pursuant to Health and Safety Code section 50515.02, subdivision (d)(3), a council of governments or a fiscal agent of a multiagency working group, as defined in section 50515.02, may request up to 25 percent of its available funding in advance. This Standard Agreement authorizes the encumbrance of full funds available to the applicant pursuant to the NOFA, subject to all statutory requirements and all applicable provisions including the NOFA, initial application and award for advance payment, subsequent advance payment application and award, application and award for the full remaining fund amount and amendment to this agreement.

The Grantee shall consult with the Department on any amendment or other provision related to the implementation of the Program. The Department decisions related to the administration of the Program shall be final pursuant to Health and Safety Code section 50515.04, subdivision (g).

**2. Purpose**

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant for planning activities pursuant to the NOFA and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the NOFA, this Agreement, subsequent amendments to this Agreement, the

Regional Early Action Planning Grant Program (REAP)

NOFA Date: October 10, 2019

Approved Date: March 30, 2020

Prep. Date: (August 20, 2021)

**EXHIBIT A**

representations contained in the initial advance payment and subsequent full application(s), and the requirements of the authority cited above. Based on all representations made by the Grantee, the Department shall encumber the full amount pursuant the NOFA and provide advance payment and subsequent payments in accordance with Exhibit B. All terms, conditions and other relevant provisions will be subject to amendments as a result of subsequent applications and awards for remaining funds after the initial application up to 25 percent of the full amount described in Exhibit B.

**3. Definitions**

Terms herein shall have the same meaning as defined by the NOFA.

**4. Scope of Work**

Grantee shall use the awarded funds in accordance with the approved Scope of Work as contained in the timeline and budget and related information outlined in the application for 25 percent advance payment and any subsequent applications for partial or full funding. The Scope of Work may be amended in compliance with statutory requirements subject to approval by the Department.

**5. Monitoring**

- A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Scope of Work, approved application, subsequent approved applications and all other pertinent documents. These books, records, documents and other evidence shall be made available for audit and inspection by the Department at any point during the term of the agreement and subject to any amendments to this agreement.
- B. The Department may request additional information, as needed, to meet the statutory requirements of the Program and facilitate amendments to this agreement, including but not limited to reporting or audit requirements, progress in implementing advance payment(s), or award of the full amount available to the Grantee.
- C. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with statutory or Department requirements.

**EXHIBIT A**

- D. The Department may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with statutory or Department requirements.
- E. The Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding to be provided, shall be final.
- F. Monitoring provisions may be amended and are subject to additional provisions in accordance with this agreement or subsequent amendments.

**6. Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development  
Housing Policy Development Division  
Land Use Planning Unit  
Attention: REAP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833  
P. O. Box 952050  
Sacramento, CA 94252-2050

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Application for Funds**

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in any application and award and any subsequent modifications or additions thereto approved by the Department. All awarded applications for funding and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in any approved application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of an application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

**2. Grant and Reimbursement Limit**

- A. maximum total amount encumbered to the Grantee pursuant to this Agreement shall not exceed \$682,364.00.
- B. This Agreement authorizes an initial advance payment(s) up to 25% Award for eligible activities as described in the 25 percent application.
- C. This Agreement authorizes subsequent award amounts or advance payment up to the total award amount as described in Section 2A, of this Exhibit, and subject to Department approval.
- D. The Grantee shall submit and follow a schedule for the expenditure of the 25 percent advance payment, any subsequent payment and the total amount prior to disbursement of funds. The schedule is subject to

Regional Early Action Planning Grants (REAP)  
NOFA Date: October 10, 2019  
Approved Date: March 30, 2020  
Prep. Date: (August 20, 2021)



**EXHIBIT B**

Department approval and may be revised as the Department deems necessary.

**3. Grant Timelines**

- A. This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date").
- B. All Grant funds must be expended by December 31, 2023 pursuant to Health and Safety Code section 50515.04(c)(1).
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before November 1, 2023, to ensure the Department meets the December 31, 2023 expenditure deadline. Under special circumstances, approved by the Department, the Department may provide exception, including, but not limited to, advance payment to carry out the terms of this agreement.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

**4. Allowable Uses of Grant Funds**

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the NOFA which includes associated forms and guidelines and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve planning activities in accordance with the NOFA.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to eligible activities.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.

Regional Early Action Planning Grants (REAP)  
NOFA Date: October 10, 2019  
Approved Date: March 30, 2020  
Prep. Date: (August 20, 2021)

**EXHIBIT B**

- E. A Grantee that receives funds under this Program may use a subcontractor and Grantee shall be accountable to the Department to ensure subcontractor's performance. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables or paid in advance in accordance with the scope of work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after October 1, 2019, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.

**5. Performance**

The Grantee will be subject to amendments to this section as a result of future applications and awards.

**6. Fiscal Administration**

- A. The Grantee will be subject to amendments to this section as a result of subsequent applications and awards.
- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be terminated by the State by providing Contractor written notice of not less than thirty (30) days prior to the effective date of the termination. In the event of termination by the State due to lack of Budget appropriation, the State and Contractor shall be relieved of any and all obligations under this Grant Agreement on the effective date of termination.
- C. Subject to Section 6.B. above, if funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no

Regional Early Action Planning Grants (REAP)  
NOFA Date: October 10, 2019  
Approved Date: March 30, 2020  
Prep. Date: (August 20, 2021)

**EXHIBIT B**

liability occurring to the State, or amend the current Grant Agreement and amount allocated to Contractor.

**EXHIBIT D**

**REAP TERMS AND CONDITIONS**

**1. Reporting**

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. The Grantee will be subject to amendments to this section as a result of subsequent applications and awards.

**2. Accounting Records**

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee shall establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the State or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

**3. Audits**

- A. At any time during the term of the Standard Agreement, the Department may
- Regional Early Action Planning Grants (REAP)  
NOFA Date: October 10, 2019  
Approved Date: March 30, 2020  
Prep. Date: August 20, 2021

**EXHIBIT D**

perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
  - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
  - 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.
- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
  - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
  - 3) If there are audit findings, the Grantee shall submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.

**EXHIBIT D**

- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000.00, the Department's right to audit the contractor's records and interview their employees.
  - 2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final.
- E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

**4. Remedies of Non-performance**

- A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decisions of the Department shall be final and not subject to further appeal pursuant to Health and Safety Code Section 50515.04(g).
- B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.
- C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.

Regional Early Action Planning Grants (REAP)  
NOFA Date: October 10, 2019  
Approved Date: March 30, 2020  
Prep. Date: August 20, 2021

**EXHIBIT D**

- D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee shall submit any requested documents to the Department within 30 days of the early termination notice.
- E. A strong implementation component for the funded activity through this Program is required, including, where appropriate, agreement by Grantee and its subcontractors to formally adopt or complete a planning or other activity consistent with the NOFA. The Grantee must carry out provisions to ensure the adoption or completion of activities in accordance with the NOFA, including activities subcontracted to localities. Grantee may be subject to repayment of the grant should the Grantee or any of its subcontractors under this agreement fail to adopt or complete activities set forth in its application, this Agreement or any amendments to this Agreement.
- F. The following shall each constitute a breach of this Agreement:
- 1) Grantee's failure to comply with any term or condition of this Agreement.
  - 2) Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.
  - 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.
- G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:
- 1) Revoke existing REAP award(s) to the Grantee;
  - 2) Require the return of unexpended REAP funds disbursed under this Agreement;
  - 3) Require repayment of REAP Funds disbursed and expended under this agreement;
  - 4) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance

**EXHIBIT D**

with the REAP Program requirements; and

- 5) Other remedies available at law, by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
- 6) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

H. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

**5. Indemnification**

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

**6. Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

**7. Relationship of Parties**

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

**8. Third-Party Contracts**

Regional Early Action Planning Grants (REAP)

NOFA Date: October 10, 2019

Approved Date: March 30, 2020

Prep. Date: August 20, 2021



**EXHIBIT D**

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

**9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this

**EXHIBIT D**

clause in all contracts and subcontracts they enter into to perform work under REAP.

- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

**10. Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action consistent with the terms of this Agreement and the interests of the Department.

**11. Changes in Terms/Amendments**

- A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.
- B. This Agreement may only be amended or modified by mutual written agreement of both parties.

**12. State-Owned Data**

- A. Definitions

Regional Early Action Planning Grants (REAP)  
NOFA Date: October 10, 2019  
Approved Date: March 30, 2020  
Prep. Date: August 20, 2021

## EXHIBIT D

1) **Work:**

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) **Work Product:**

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverables conceived or made, either solely or jointly with others during the term of this Agreement, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) **Inventions:**

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

**B. Ownership of Work Product and Rights**

1) All Work Products derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned jointly by the Department, Grantee, and any of Grantee's sub-recipients ("joint owners"), and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department for the benefit of the joint owners. The joint owners shall jointly own all copyrights in the work product.

2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assign, to the joint owners,

**EXHIBIT D**

ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon a joint owner's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agree to assign to the Department joint ownership of all Inventions. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.

4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement shall automatically vest in the joint owners and no further agreement will be necessary to transfer ownership to the joint owners.

**13. Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved, after consultation with the Grantee.

## EXHIBIT 2

HELIX Environmental Planning, Inc.  
11 Natoma Street, Suite 155  
Folsom, CA 95630  
916.365.8700  
www.helixepi.com



September 30, 2021

Ms. Cathreen Richards, Planning Director  
Inyo County Planning Department  
168 N. Edwards Street  
Independence, CA 93526

**Subject: Letter Proposal to Provide Environmental Consulting Services in Support of the Regional Early Action Planning Grant**

Dear Ms. Richards:

Inyo County (County) proposes to use recently allocated Regional Early Action Planning (REAP) grant funding from the California Department of Housing and Community Development (HCD) to conduct a regional Vehicle Miles Traveled (VMT) feasibility study. The purpose of the VMT feasibility study would be to qualitatively determine baseline per capita VMT conditions across the County using an evaluation rubric that may consider, but would not be limited to: vacant land availability; 5D-VMT elasticities (density, design, destination access, distance to transit and diversity of housing stock); and active transportation options. The result of the feasibility study would be VMT reduction strategies/goals aimed at promoting the State's mandates on equitable housing solutions and environmental justice, reducing/mitigating greenhouse gas emissions, and promoting housing opportunities across the socioeconomic spectrum. The County would undertake a public outreach campaign during development of the feasibility study to garner community input as well as receive guidance from the County Planning Commission and Board of Supervisors. The VMT goals and programs would help the County better identify areas where increased housing density is most appropriate especially with regard to transportation opportunities, and areas that are not as well suited due to VMT constraints. Results of the VMT feasibility study would be incorporated into the Vacant Lands Inventory Environmental Impact Report (EIR), as feasible.

HELIX Environmental Planning, Inc. (HELIX) and our teaming partner, T. Kear Transportation Planning and Management, Inc. (TKTPM), will prepare the VMT feasibility study on behalf of the County as outlined below.

### **SCOPE OF SERVICES**

#### **Task 1 – Public Outreach and Data Collection**

HELIX will conduct a public outreach campaign to engage County residents and decision makers as to the benefits/constraints of VMT analysis as well as potential VMT reduction strategies.

HELIX will coordinate with County staff as to the exact timing and location of the meetings; TKTPM will present a brief overview of the VMT process, including a proposed outline of the VMT feasibility study. Input will be solicited by meeting participants for consideration during preparation of the VMT feasibility study. Written and oral comments will be transcribed into a public outreach campaign letter report for submittal to the County/HCD.

**Assumptions:** The two meetings will occur on consecutive nights in two locations along the Highway 395 corridor (i.e., Lone Pine, Independence, Bishop, etc.). This assumption maximizes travel efficiency and logistics for the contractors. Virtual (Zoom™) meetings may be substituted for the in-person meetings at the County's request.

**Deliverables:** Public outreach campaign meeting notes regarding VMT reduction strategies summarized in letter report format.

**Schedule:** Fall/Winter 2021.

#### **Task 2A – VMT Feasibility Study**

The regional VMT analysis will support the County's Vacant Lands Inventory EIR, intended to support approximately 475 additional multifamily housing units by 2040 in compliance with the County's assignment under California's Regional Housing Needs Assessment (RHNA).

Travel demand models are used to estimate regional VMT and anticipate effects from programmatic land use plans. The County does not have its own travel demand model; consequently, this study will rely on the California Statewide Travel Demand Model (CSTDM) for VMT estimates. Analysis will include a base-year VMT estimate (either 2017 or 2020) and a horizon-year VMT estimates (2040) with and without the land use changes anticipated by the County's Vacant Lands Inventory EIR.

The CSTDM was developed to forecast interregional freight and passenger movements. Its roadway networks and land use detail are relatively coarse. The County envisions adding approximately 475 dwelling units by 2040, primarily through approximately eight multifamily housing developments. Rather than amending the CSTDM data to reflect the EIR assumptions, existing model results and changes to the land use forecast will be used to estimate the Vacant Lands Inventory impact on VMT and VMT per service population (residents plus employees). Either a quantitative "FRATAR" process (a method of trip distribution) will be used to post-process CSTDM results, or a more qualitative approach may be taken using VMT elasticities. Exact details of the approach will be coordinated with Caltrans' Statewide Modeling Branch, with consideration to the available budget. Land use assumptions embedded into the CSTDM itself will not be updated. The resulting post processing procedures will be documented and available for use in future County projects.

**Deliverables:** Base year VMT estimate without the project, future year VMT estimate without the Vacant Lands Inventory, future year VMT estimate with the Vacant Lands Inventory, and documented CSTDM post processing procedures.

**Assumptions:** "Without project" VMT estimates may be based on default CSTDM land use assumptions, as necessary.

**Schedule:** Draft analysis within 16 weeks of authorization to proceed, final memo-report and documentation within 4 weeks of receipt of written results.

### **Task 2B – Multifamily Housing Site Evaluation**

Approximately eight potential sites have been identified for multifamily housing in unincorporated Inyo County. This task shall develop a qualitative evaluation rubric to further prioritize each of these development opportunities. Criteria used will be distilled from the best practices in the literature such as a subset of "5D" VMT elasticities (e.g., density; design, destination access; distance to transit; and diversity of housing stock); active transportation options; and the types of data that either the County's GIS systems can generate, or that can be inferred from maps. These metrics may be as detailed as employment within 1-5 miles to proposed housing, or as simple as the relative distance to major employment opportunities (such as County government offices or the Los Angeles Department of Water and Power offices).

Under this task, the County will support the GIS analysis. Qualitative evaluation will be used where quantitative data are not readily available. The use of qualitative rankings for some or all cells in the rubric may limit the potential of Task 2B work products to future evaluations. Because input data are often challenging to estimate and subject to uncertainty in rural regions such as Inyo County, anticipated outputs from the rubric will be qualitative in nature such as: more than a 15 percent reduction relative to regional average VMT per capita; a reduction between 0-15 percent; or likely increased VMT per capita (categories consistent with Senate Bill 743 guidance from the Governor's Office of Planning and Research).

**Assumptions:** County to support Task 2B development with County-generated GIS data as needed.

**Deliverables:** Land use project VMT rubric and base year VMT estimate, future year VMT estimate without the Plan, future year VMT estimate with the Plan, documented CSTDM post processing procedures.

**Schedule:** Draft analysis within 16 weeks of authorization to proceed, final memo-report and documentation within 4 weeks or receipt of written results.

**Task 3 – Presentation to County Decision Makers**

HELIX and TKTPM shall participate in up to two meetings, one with the Planning Commission, and the second with the Board of Supervisors. Each of these meetings are assumed to require a separate trip to Inyo County. Teleconference participation rather than in person participation may be an option for one or both meetings.

Deliverables: HELIX and TKTPM participation in up to two meetings, and up to two trips to Inyo county.

Schedule: Spring 2022.

**Task 4 – Integrate VMT Feasibility Study into Vacant Lands Inventory EIR**

HELIX will integrate the results of the VMT feasibility study into the Vacant Land Inventory EIR as applicable and as project schedules for the EIR and REAP grant allow.

Deliverables: VMT feasibility study integrated and appended to the Vacant Lands Inventory EIR.

Schedule: Spring 2022.

**COST ESTIMATE**

HELIX is pleased to submit this cost estimate not to exceed \$60,757. The estimated cost for each task is provided below. All work shall be invoiced on a time-and-materials basis pursuant to Exhibit A, Terms and Conditions. Payment terms are net 30 days pursuant to the Terms and Conditions referenced herein.

<b>Task No.</b>	<b>Task Name</b>	<b>Cost</b>
1	Public Outreach and Data Collection	\$14,151
2	VMT Feasibility Study	\$25,025
3	Presentation to County Decision Makers	\$8,050
4	Integrate VMT Feasibility Study into EIR	<u>\$13,531</u>
	<b>TOTAL</b>	<b>\$60,757</b>

We look forward to working with you on this project. If you have any questions concerning this proposal, please call me at 916.365.8713.



**Letter Proposal to Ms. Cathreen Richards  
September 30, 2021**

**Page 5 of 5**

**Sincerely,**

  
**Robert Edgerton, AICP CEP  
Principal**

**Enclosure: Exhibit A (Terms and Conditions) and Exhibit B (Schedule of Fees)**

EXHIBIT A  
TERMS AND CONDITIONS



The following Terms and Conditions are made a part of the letter agreement/proposal (Agreement) between HELIX and Client and supersede any conflicting Terms and Conditions proposed by Client, unless HELIX agrees to such Terms and Conditions in writing.

**ARTICLE 1. SCOPE OF WORK AND STANDARD OF PERFORMANCE**

HELIX will perform the work outlined in the Agreement and any services approved by Client under Article 3 (the Services). HELIX will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by reputable members of HELIX's profession practicing at the time under similar conditions in the geographic area of Client's project. HELIX makes no other representation, expressed or implied, nor no other warranty or guarantee under this Agreement or in any report, opinion or document provided hereunder.

**ARTICLE 2. COMPENSATION**

Client agrees to pay HELIX compensation for the Services in accordance with the rates set forth in Exhibit B. HELIX shall invoice Client monthly or as otherwise agreed. Client agrees to pay HELIX within thirty (30) days of the date of invoice. If payment is not paid when due, then such sum shall bear interest at 1% percent per month on the unpaid balance, not to exceed the maximum legal rate of interest.

**ARTICLE 3. CHANGES AND ADDITIONAL WORK**

Client may request or HELIX may recommend or request, verbally or in writing, a change in the scope in excess of or in addition to the Services ("additional work"). As soon as practical after such request or recommendation, HELIX shall forward to Client a proposal of the costs for such additional work and any adjustment to the payment schedule and time for performance. Client shall approve or disapprove the proposal, in writing. If approved, HELIX shall perform the extra work in accordance with the Terms and Conditions herein.

Notwithstanding the foregoing, however, if Client verbally approves the extra work and HELIX has performed the same, then Client agrees to pay HELIX the amount and pursuant to the payment schedule as set forth in its proposal.

**ARTICLE 4. LIMITATION OF LIABILITY**

Recognizing the relative risks and benefits of the project for which the Services are being performed, Client agrees to limit the liability of HELIX, its directors, officers, employees, agents and subcontractors for any and all injuries, claims, losses, expenses or damages (including incidental or consequential damages) arising out of or in any way related to the Services or the project hereunder, to the lesser of (a) fifty thousand dollars (\$50,000) or (b) the total compensation for the Services hereunder. Such liability includes HELIX's negligence, errors or omissions, strict liability and breach of contract or warranty. Any claim against HELIX hereunder shall be brought within one (1) year of the completion of the Services herein.

**ARTICLE 5. TERMINATION**

Either party may terminate this Agreement, either in whole or in part, without cause, by giving the other party thirty (30) days written notice. In such event, Client will pay HELIX for all work performed by it prior to the notice of termination.

In the event of a default, the non-defaulting party shall give the defaulting party ten (10) days' written notice of default. "Default" includes Client's failure to pay HELIX sums due, including additional work pursuant to Article 3. The defaulting party's failure to cure the breach within said ten- (10-) day period shall constitute a material breach of this Agreement and termination of the Agreement.

**ARTICLE 6. SUSPENSION OF WORK**

Client may suspend the Services, in whole or in part, by giving HELIX reasonable, written notice specifying the work to be suspended. Upon receipt of notice, HELIX shall suspend the work requested and Client shall pay for all Services through the date of suspension and any costs incurred by HELIX in suspending the work.

Thereafter, Client may notify HELIX of its intent to recommence the suspended Services. HELIX will promptly provide Client with any adjusted costs and schedule and, upon Client approval, HELIX shall recommence the Services previously suspended.

**ARTICLE 7. PROPRIETARY INFORMATION**

HELIX agrees not to disclose to any third person, nor use for the benefit of anyone other than Client, any data, records, financial information or other confidential or proprietary information, marked as such in writing, arising out of or related to the performance of the Services (Proprietary Information). Client similarly agrees not to disclose to any third person, nor use for the benefit of anyone, Proprietary Information of HELIX.

**ARTICLE 8. COMPLIANCE WITH LAWS**

HELIX shall comply with and observe applicable federal, state and local laws, ordinances, rules, and regulations having jurisdiction over HELIX or the performance of the Services in effect during the term of this Agreement.

**ARTICLE 9. FORCE MAJEURE**

Client will grant extensions of time and increase the compensation to HELIX to the extent that HELIX's performance hereof is delayed due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of HELIX making it impracticable or unable to perform such obligation, including but not limited to natural catastrophes, restraint by court order or public authority and action or nonaction by, or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority which, by exercise of due diligence, HELIX (a) could not reasonably have been expected to obtain or (b) has been unable to overcome. HELIX will notify Client immediately of any such delay or anticipated delay, and Client will extend the date of performance for a period equal to the time lost by reason of the delay and will make an equitable adjustment to the compensation in Article 2.

**ARTICLE 10. INSURANCE**

HELIX maintains the following insurance: (a) Workers' Compensation insurance – statutory limits; (b) Comprehensive Automobile Insurance – combined bodily injury and property damage limit of one million dollars (\$1,000,000) each occurrence; (c) Comprehensive General Liability Insurance – combined bodily/personal injury and property damage limit of one million dollars (\$1,000,000); (d) Professional Liability & Contractors Pollution Legal Liability – limit of one million dollars (\$1,000,000) each occurrence; (e) Excess Umbrella Liability – limit of two million dollars (\$2,000,000) each occurrence. Upon Client's request, HELIX will furnish evidence that such Insurances are in effect. If additional coverage or increased limits of liability is desired, Client may make such request prior to the start of work. HELIX will attempt to obtain the requested coverage or limits, and Client agrees to pay for any additional costs of insurance within ten (10) days of the date of invoice.

**ARTICLE 11. AVAILABILITY OF LAND, DATA AND DIFFERING SITE CONDITIONS** (for contracts involving field or construction services)

Client shall furnish the site or obtain access to any site not owned by Client. Client shall notify HELIX of any encumbrances or restrictions specifically related to use of the site with which HELIX must comply in performing the Services. Client will obtain in a timely manner and pay for any fees or charges associated with site access or the encumbrances. Client shall furnish HELIX with a current legal description of the lands upon which the Services are to be performed and Client's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands.

HELIX may rely upon the accuracy of the data contained in Reports and Drawings furnished to it by Client or Client's engineer. Reports and Drawings are defined as (a) reports of explorations and tests of subsurface conditions at or contiguous to the site that have been used by the engineer in documents provided to HELIX; and (b) drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (including underground facilities) that Client or Client's engineer has used in preparing documents provided to HELIX.

If HELIX believes that any subsurface or physical conditions at or contiguous to the site that are uncovered or revealed either (a) is of such a nature as to establish that data on which HELIX is entitled to rely as provided above is materially inaccurate; or (b) is of such a nature as to require a change in the contract; or (c) differs materially from that shown or indicated in documents provided to HELIX by Client or others; or (d) is of an unusual nature and differs materially from conditions ordinarily encountered in work of the character provided for in this contract, then HELIX shall promptly, after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith (except in the event of an emergency), notify Client or its engineer in writing about such conditions. Thereafter, Client or Client's engineer will investigate the conditions. If the existence of the differing site conditions causes an increase in HELIX's cost of or time required for performance of the work, HELIX will receive an equitable adjustment to the contract price and schedule.

HELIX will not be responsible for any hazardous environmental conditions uncovered or revealed at the site. If such conditions are encountered, HELIX shall immediately stop all work and notify Client or Client's engineer. HELIX shall not be required to resume work in connection with such conditions until Client has obtained any required permits and advised HELIX in writing of such conditions and any affected area is or has been rendered safe for the resumption of work; or has specified any special conditions under which such work may be resumed safely; and HELIX shall receive an adjustment to the contract schedule and price accordingly.

**ARTICLE 12. GOVERNING LAW AND ARBITRATION**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by and pursuant to the Commercial Rules of the American Arbitration Association then in effect. Any such proceedings shall take place in San Diego, California. In any action or proceeding hereunder, the prevailing party shall be entitled to recover attorneys' fees, filing fees, expert witness fees and other costs of arbitration or suit.

**ARTICLE 13. NOTICES**

Any notice from one party to another shall be in writing and delivered personally, by facsimile or by United States mail, registered or certified, return receipt requested, postage fully pre-paid, to the addresses as set forth in the Agreement to the attention of the signatory of this Agreement.

Any notice shall be deemed delivered upon personal service or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. If any party changes its address, such party shall notify the other party as provided in this article.

**ARTICLE 14. MISCELLANEOUS**

**14.1 Successors and Assigns:** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors-in-interest, assigns and transferees. Neither party can assign this Agreement without the prior written consent of the other party.

**14.2 Counterparts:** This Agreement may be signed in two or more counterparts, each of which shall constitute an original, but all of which shall be one in the same document.

With the Agreement, these Terms and Conditions and any attached Exhibits constitute the complete and entire contract between the parties and supersedes any previous communications, representations or agreement, whether oral or written, with respect to the subject matter hereof.

**EXHIBIT B**  
**SCHEDULE OF FEES**



**CONSULTING SERVICES**

Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our professional rates.

**DIRECT COSTS**

Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage, communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25 per project day. There will be additional charges for plotting, color printing, aerial photographs and GPS services.

**PAYMENT**

Invoices will be submitted monthly. Payment on invoices is due within thirty days of receipt. If payment is not paid when due, then such sum shall bear interest at 1 ½ % per month on the unpaid balance, not to exceed the maximum legal rate of interest.

**PROFESSIONAL RATES**

Current hourly rates for consulting services:

Principal	\$225-250
Principal Acoustician	\$180-205
Principal Biologist	\$190-225
Principal Landscape Architect	\$160-190
Principal Permitting Specialist	\$170-220
Principal Planner	\$200-235
Principal Regulatory Specialist	\$190-225
Senior Project Manager I-III	\$150-200
Senior Air Quality Specialist	\$155-180
Senior Environmental Specialist	\$130-170
Senior Fisheries Scientist	\$200-230
Senior Noise/Air Quality Specialist	\$150-180
Noise/Air Quality Specialist	\$115-145
Environmental Specialist I-III	\$85-125
Environmental Compliance Analyst	\$70
Environmental Compliance Specialist	\$75-125
Project Manager I-III	\$120-175
Assistant Project Manager	\$100-120
Archaeology Field Director	\$110
Staff Archaeologist	\$80-115
Senior Archaeologist	\$120-170
Architectural Historian	\$100-130
Environmental Planner I-III	\$95-120
Environmental Analyst	\$65-75
Landscape Architect	\$110-125
Senior Landscape Architect	\$130-160
Landscape Planner I-III	\$95-115
Sr. Scientist	\$130-165
Biologist I-V	\$85-130
Assistant Biologist	\$60
Senior GIS Specialist	\$125-165
GIS Specialist I-III	\$75-120
Graphics	\$115
Technical Editor	\$90-100
Operations Manager	\$105- 120
Word Processor I-III	\$65-85
Clerical	\$60-75

*Rates are subject to change on a yearly basis*



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2023-3416

### Request to Reserve Portuguese Joe Campground Public Works - Parks & Recreation ACTION REQUIRED

#### ITEM SUBMITTED BY

Teresa Elliott, Office Technician

#### ITEM PRESENTED BY

Michael Errante, Public Works Director

#### RECOMMENDED ACTION:

Request Board approve the request from Mr. Allan Johnson to reserve all campsites at Portuguese Campground, October 5 through October 8, 2023.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Parks and Recreation department has received a request from Mr. Allan Johnson to reserve the entire Portuguese Joe Campground from October 5 through October 8, 2023. These dates coincide with the Lone Pine Film Festival. Mr. Johnson and his associates have attended the festival for several years and traditionally have camped at the Portuguese Joe Campground. In order to assure that his entire group has a place to stay, he is requesting to reserve the entire campground. Mr. Johnson has reserved the entire campground in the past without issue.

While reserving the entire campground does not happen regularly, it is now addressed in County Code 12.18.030 which requires approval by your Board. In addition, Mr. Johnson will be required to pay the appropriate fees.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	076926
<b>Budgeted?</b>	N/A	<b>Object Code</b>	4789
<b>Recurrence</b>			
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
2023-2024			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board is under no obligation to grant Mr. Johnson's request to reserve the entire Portuguese Joe Campground. If the request is not granted, Mr. Johnson is free to use the conventional reservation system.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

**APPROVALS:**

Teresa Elliott	Created/Initiated - 1/11/2023
Darcy Ellis	Approved - 1/12/2023
Teresa Elliott	Approved - 1/12/2023
Breanne Nelums	Approved - 1/12/2023
John Vallejo	Approved - 1/12/2023
Michael Errante	Final Approval - 1/12/2023



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2023-3446

### Request to Reserve Tinnemaha Campground Public Works - Parks & Recreation ACTION REQUIRED

**ITEM SUBMITTED BY**

Teresa Elliott, Office Technician

**ITEM PRESENTED BY**

Michael Errante, Public Works Director

**RECOMMENDED ACTION:**

Request Board approve the request from the Moontribe Collective to reserve all campsites at Tinnemaha Creek Campground, June 1 through June 5, 2023.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Parks and Recreation department has received a request from the Moontribe Collective to reserve the entire Tinnemaha Creek Campground from June 1 through June 5, 2023. The Moontribe Collective has camped at the Tinnemaha Campground in the past for many years. According to their website, "Moontribe is a community of friends and family who gather in the desert to dance beneath the full moon". This June is their 30-year anniversary celebration.

While reserving the entire campground does not happen regularly, it is now addressed in County Code 12.18.030 which requires approval by your Board. In addition, the Moontribe will be required to pay the appropriate fees. Moontribe is also obtaining extra chemical toilets and an extra dumpster for their event, at their expense.

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	076923
<b>Budgeted?</b>	Revenue	<b>Object Code</b>	4786
<b>Recurrence</b>	One		
<b>Current Fiscal Year Impact</b>			
2022-2023			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board is under no obligation to grant the Moontribe Collective's request to reserve the entire Tinnemaha Campground. If the request is not granted, Moontribe Collective is free to use the conventional reservation system.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

**APPROVALS:**

Teresa Elliott	Created/Initiated - 1/13/2023
Darcy Ellis	Approved - 1/13/2023
Teresa Elliott	Approved - 1/17/2023
Breanne Nelums	Approved - 1/18/2023
John Vallejo	Approved - 1/18/2023
Michael Errante	Final Approval - 1/18/2023





# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2023-3451

### Road Closure for Frontier California Encroachment Permit E23-05 Public Works ACTION REQUIRED

**ITEM SUBMITTED BY**

Travis Dean, Engineering Assistant

**ITEM PRESENTED BY**

Michael Errante, Public Works Director

**RECOMMENDED ACTION:**

Request Board approve the closure of "C" Street, between Begole and East Locust streets in Lone Pine, between the hours of 8:30 a.m. and 4:00 p.m. on February 21-22, 2023 for the purpose of Frontier California installation of +/- 329 linear feet of aerial cable on existing aerial leads.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

Frontier California has submitted an encroachment permit application requesting the closure of "C" Street, between E. Begole Street and E. Locust Street in Lone Pine, Tuesday and Wednesday, February 21st and 22nd, 2023, between the hours of 8:30 a.m. and 4:00 p.m. for the purpose of accessing 3 existing poles for the installation of +/- 329 linear feet of new aerial cable to provide service to property located at 400 N. Main Street in Lone Pine.

To mitigate any potential impact, the Road Department will include provisions in the encroachment permit, requiring the permittee give written notice to impacted owners, emergency personnel, and school districts ten (10) days in advance of the road closure, as there is no alternative route around this project.

**FISCAL IMPACT:**

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

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the closing of this road for this encroachment permit. This is not recommended, as Frontier California is attempting to provide service to 400 N. Main Street in Lone Pine

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

**APPROVALS:**

Travis Dean	Created/Initiated - 1/17/2023
Darcy Ellis	Approved - 1/17/2023
Travis Dean	Approved - 1/17/2023
John Vallejo	Approved - 1/31/2023
Shannon Platt	Approved - 1/31/2023
Michael Errante	Final Approval - 1/31/2023



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2023-3452

### Road Closure for T&T Truck and Crane Service Encroachment Permit E22-54

**Public Works**  
ACTION REQUIRED

#### ITEM SUBMITTED BY

Travis Dean, Engineering Assistant

#### ITEM PRESENTED BY

Michael Errante, Public Works Director

#### RECOMMENDED ACTION:

Request Board approve the closure of Highland Drive in Bishop, between the hours of 8:30 a.m and 4:00 p.m on Wednesday, February 22, 2023, for the purpose of Southern California Edison's use of a crane to replace utility poles.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

T&T Truck and Crane Service, in conjunction with Southern California Edison (SCE), has submitted an encroachment permit application requesting the closure of Highland Drive in Bishop, Wednesday February 22, 2023, between the hours of 8:30 a.m. and 4:00 p.m. for the purpose of Southern California Edison's use of a crane to replace utility poles at 2670, and 2810 Highland Drive in Bishop.

SCE only has access to these utility poles via the use of a crane. The crane needed for the replacement of the utility poles is much larger than typically used. The staging/operation of the crane will take the majority of the roadway, and will not allow for an open traveling lane for vehicles. There is an anticipated impact to the public who live on Highland Drive. To mitigate the impact, the Road Department will include provisions in the encroachment permit, requesting the permittee give written notice to impacted homeowners ten days in advance of the road closure, as there is no alternative route around this project.

#### FISCAL IMPACT:

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

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the closing of this road for this encroachment permit. This is not recommended, as Southern California Edison is updating their electrical infrastructure to better serve the community of Bishop, and closure of the roadway will greatly increase safety for all working on this project.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Encroachment Permit Application
2. Work Order Map TD1812242
3. Updated Traffic Control Plan for Highland Drive

**APPROVALS:**

Travis Dean	Created/Initiated - 1/17/2023
Darcy Ellis	Approved - 1/18/2023
Travis Dean	Approved - 1/19/2023
Shannon Platt	Approved - 1/23/2023
Grace Chuchla	Approved - 1/23/2023
Michael Errante	Final Approval - 1/23/2023



**INYO COUNTY ROAD DEPARTMENT**

P.O. DRAWER Q – 168 N. EDWARDS STREET  
INDEPENDENCE, CA 93526  
PHONE: (760) 878-0201  
FAX: (760) 878-2001

**COUNTY  
OF  
INYO**

**APPLICATION FOR AN ENCROACHMENT PERMIT  
TO PERFORM WORK IN THE RIGHT-OF-WAY OF INYO COUNTY ROADS**

Minimum Permit fee of \$50.00 is required with all applications. Additional Fees will be calculated for each permit, and payable before the permit is issued.

Please answer all questions below. Attach additional sheets if necessary

T&T Truck and Crane Service/Alcoa Traffic Control, Inc.

Revised - 12/06/2022

Applicant/Permittee

Date

1375 N. Olive Street

Kayla Roby

Address

Contact Person

Ventura, CA 93001

562-485-8765

Phone

permits@alcoatrafficcontrol.com

City/State/Zip Code

E-Mail

**DESCRIBE WORK:**

Road Closure: T&T Truck and Crane Service in conjunction with Rokstad Power to R/R pole #'s RM: 224375S, IN:4951877E & RM: 3176CIT, IN: 4951876E for SCE. TD181273 & TD1812242

**LOCATION OF WORK:**

2670 Highland Drive, Bishop, CA 93514 (Inyo County)

**ASSESSORS PARCEL NUMBER OF ADJACENT PROPERTY:** \_\_\_\_\_

**DATES WHEN WORK IS ANTICIPATED:** 1/11/2023

**ATTACH PLANS OR DRAWING OF PROPOSED ENCROACHMENT WORK**

**APPLICANT AGREES TO DO THE WORK IN ACCORDANCE WITH INYO COUNTY RULES AND REGULATIONS AND SUBJECT TO INYO COUNTY INSPECTION AND APPROVAL.**

PERMIT NUMBER: E22-54

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

Permittee'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 Permittee to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Permittee, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, from, the active negligence, or wrongful acts of the County, its officers, or employees.

Special Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INYO COUNTY PUBLIC WORKS DEPARTMENT

PERMITTEE'S SIGNATURE: *Kayla Roby* DATE: Revised - 12/06/2022

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

INYO COUNTY ROAD DEPARTMENT  
PERMIT FEES

Trenching – Minimum Permit Fee                      \$50.00

Trenching across street:

- 0-50 Feet    Minimum fee
- 51-100 Feet    Minimum fee plus \$1.00 per foot of length greater than 50 feet.
- 101 + Feet     \$100.00 plus \$0.30 per foot of length greater than 100 feet.

Trenching parallel to centerline of street and boring:

- 0-100 Feet     Minimum fee.
- 101-1500 Feet    Minimum fee plus \$0.30 per foot of length greater than 100 feet.
- 1501 + Feet     \$200.00 plus \$0.10 per foot of length greater than 1500 feet.

Split trenching with cable placement:

- All distances     Minimum Fee plus \$0.05 per foot

Curb and Gutter:    Minimum Fee

Tree Removal on County Right-of-Way

Removal by licensed contractor only:                \$5.00

**UNDERGROUND SERVICE ALERT**

Contact USA  
Dial 811 or 800-422-4133  
www.digalert.org/contact

For Underground Locating  
Two Working Days Before You Dig

D16: Rev. 05/28/20

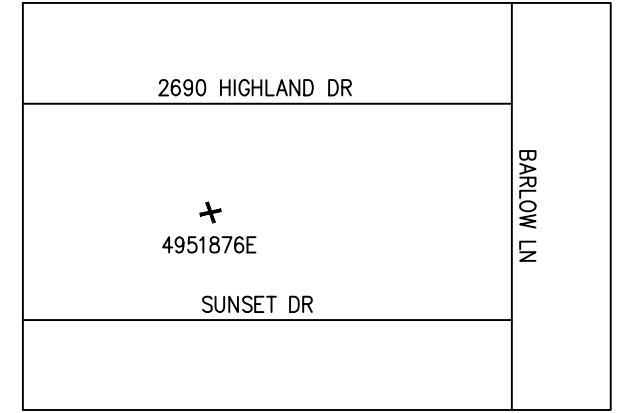
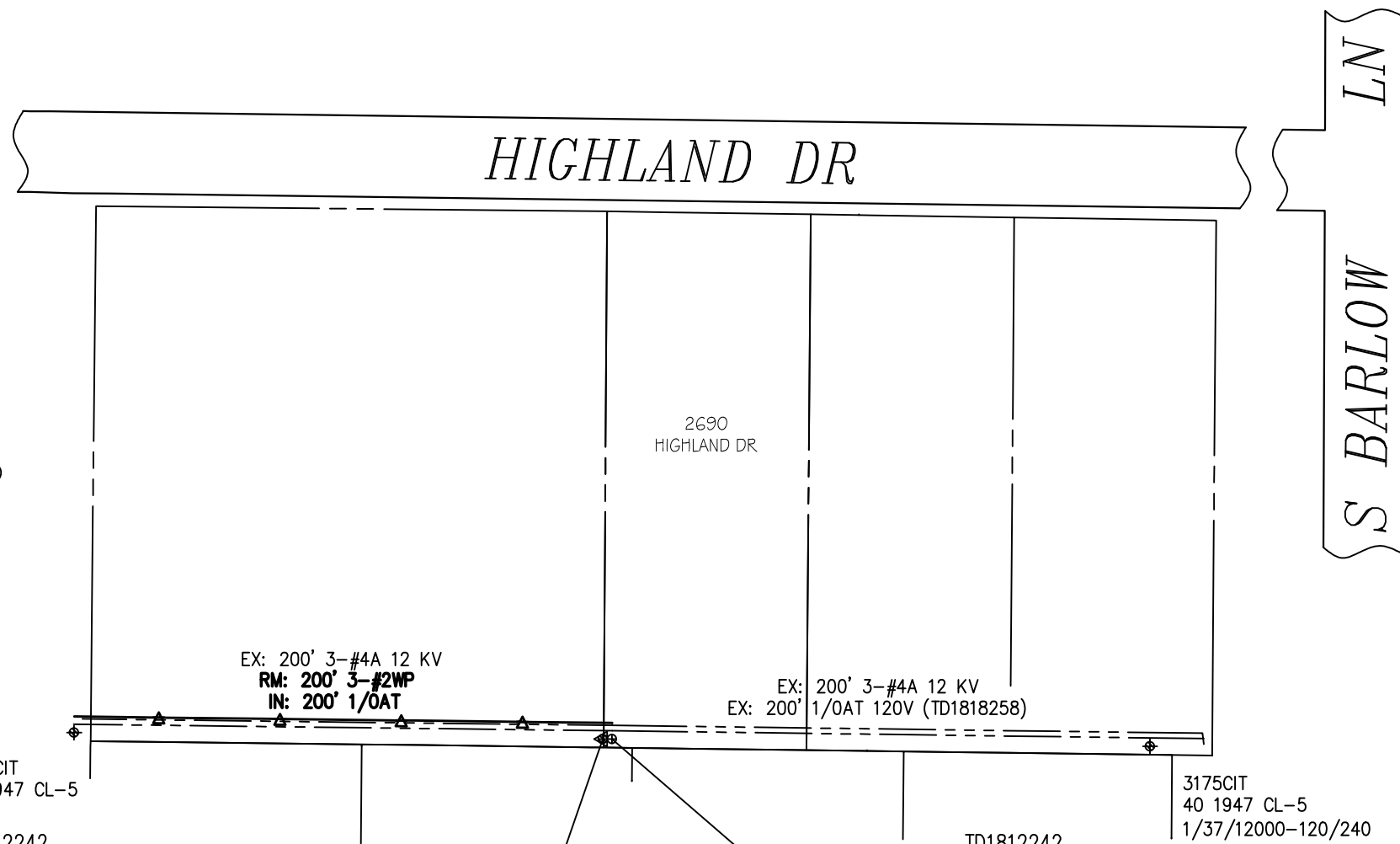
**CREW/PSPEC NOTES:**

- NO TRUCK ACCESS
- CRANE REQUIRED. CRANE PERMIT REQUIRED
- COST PLUS TO DIG POLE HOLE AND SET SONO TUB

UNDERWOOD 12kV %  
MT. TOM SUB

NOTIFICATION #  
408091078  
08/21/21

HIGH FIRE AREA  
NO



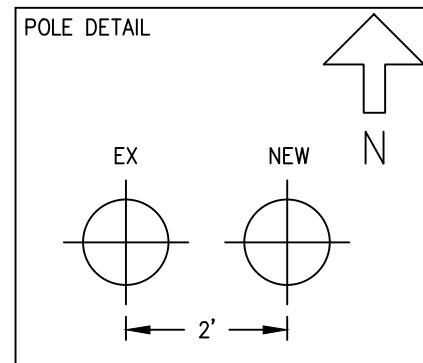
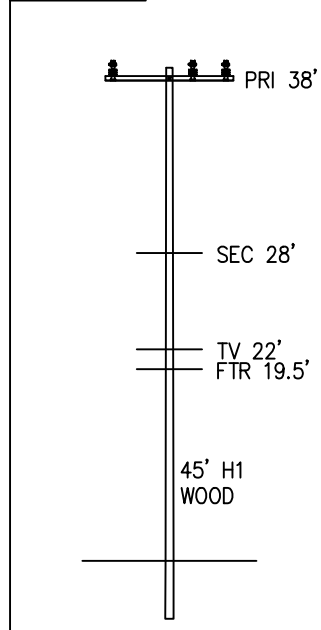
1

TD1812242  
RM: 3176CIT  
40' CLASS 5  
RM: 1 - POLE 40' CLASS 5 WOOD FULL TREAT  
RM: 3 - XA SNGL VB 10' STEEL PINS  
RM: 12 - INS GLASS/POLY 35KV & LESS  
RM: 2 - SEC ROLLER (166-CLEVIS & SPOOL)  
RM: 600' - CD #2 AL 1/C WR

2

TD1812242  
IN: 4951876E  
45' CLASS H1  
IN: 1 - POLE 45' CL H1 WD FT /W PROT BARR WF  
IN: 1 - MISC AVIAN HOOD FOR HENDRIX INSUL #4-653  
IN: 1 - XA SNGL TAN HD COMP 10' W/BKT  
IN: 2 - SEC ROLLER (166-CLEVIS & SPOOL)  
IN: 200' - CD 1/O STR AL TRIPLEX W/ACSR NEUTRAL  
IN: 3 - INS 28KV POLY POST VERT CLMP TOP LNG STD

4951876E
N 37 21.167
W118 25.608



PROJECT REQUIREMENTS (Y/N)

- EDISON EASEMENT REQUIRED
- PWRD 88 REQUIRED
- UG CIVIL ONLY WORK ORDER
- PERMIT REQUIRED
- PERMIT TYPE: CRANE SUB TO PULL
- OUTAGE REQUIRED
- OUTAGE DATE: \_\_\_\_\_ TIME: \_\_\_\_\_
- TRAFFIC CONTROL REQUIRED
- PED. TRAFFIC CONTROL REQ'D
- CONVEYANCE LETTER REQ'D
- ENVIRONMENTAL CLEARANCE REQ'D
- CSD 140 (TLM) REQ'D

**FINAL DESIGN  
APPROVED FOR CONSTRUCTION**



NOT TO SCALE

DISTRICT 85 - BISHOP		PROJ. MGR. RAFFERTY, TIM PHONE 760-920-5025		PLANNER RAFFERTY, TIM PHONE 760-920-5025		DESIGNER PALACIO, JESSICA	
PROJECT NO. 2119986	SERVICE REQUEST 3015859	MSR NO. N/A	PRODUCT-1 1812242-INFRASTRUCTURE REPLACEMENT-DET POLE REPLACEM				
CIRCUIT / VOLTAGE UNDERWOOD 12kV - D2		GPS	PRODUCT-2 ASSOC DESGN				
SUB / PG NO. MT. TOM SUB		CIRCUIT CODE 18408	PRODUCT-3 ASSOC DESGN				
INVENTORY MAP LB-7334-B		J.P.A. NO. E6085-411532025		PROPOSED CONSTRUCTION (LOCATION) 3176CIT - DET POLE REPLACEMENT P/P S/O HIGHLAND DRIVE, W/O BARLOW LN BISHOP CA 93514			
F	4/5/21	N. MANNING	T. RAFFERTY	J. PALACIO			
TYPE	DATE	APPROVED BY	CHECKED BY	DRAWN BY	PAX #	SHEET 1 of 1	DESIGN\DRWG NO. 1367317_0.01

FILE NAME: 1367317\_0.01.DWG SAVE DATE: 4/6/2021 2:08 PM SAVED BY: PALACIO

D124: Rev. 02/08/18

Southern California Edison Company







# INYO COUNTY BOARD OF SUPERVISORS

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DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2023-3465

### Amendment No. 1 to Cardno, Inc. Contract Public Works ACTION REQUIRED

#### ITEM SUBMITTED BY

Travis Dean, Engineering Assistant

#### ITEM PRESENTED BY

Michael Errante, Public Works Director

#### RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Cardno, Inc of Zephyr Cove, NV, increasing the “Do Not Exceed” amount from \$402,545.86 to \$508,736.67, amending Attachment “A” Scope of Work, amending Attachment “B” Schedule of Fees, and amending Section 2 to change the end date of the contract from June 30, 2023 to October 31, 2024, for the Lone Pine Town Streets Project, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

On March 15, 2022, your Board approved the Consultant Contract with Cardno, Inc. for the provision of Environmental and Engineering Consultant Services in support of the State Transportation Improvement Program (STIP) Lone Pine Town Streets Project. The Lone Pine Town Streets STIP Project consists of preserving, extending the life, and improving the ride quality on various streets in Lone Pine. There are also project elements intended to improve access for public transit, pedestrians, and bicycles. There are 13 streets identified in the Project Study Report included in the scope of the project. New bike lanes are proposed to be added to Post Street, Lone Pine Ave., and Lake View Street, improved Eastern Sierra Transit Authority (ESTA) bus loading will be delineated on East Muir Street. Crosswalk and pedestrian/vehicle flow will be evaluated and changed or reinstalled according to best practices. Non-compliant curb ramps in the project area should be brought up to ADA standards when warranted.

Public Works is proposing adding two additional streets to Cardno’s scope. The change of scope includes Whitney Portal Road from the end of the recent Federal Lands Access Program (FLAP) Project west to Highway 395 and Hay Street from Locust St. to Muir St. This change of scope requires an amendment to update our Contract with Cardno, Inc. to update their “Do Not Exceed” amount from \$402,545.86 to \$508,736.67, their Scope of Work to include the new streets, their Schedule of Fees to include the additional work, and extend the end of contract date from June 30, 2023, to October 31, 2024. The additional work will be paid for with RMRA funds.

#### FISCAL IMPACT:

<b>Funding Source</b>	Road Maintenance and Rehabilitation Program	<b>Budget Unit</b>	034601
<b>Budgeted?</b>	Yes / No	<b>Object Code</b>	5709

<b>Recurrence</b>	One-Time Expenditure	
<b>Current Fiscal Year Impact</b>		
This is a project that will be ongoing for approximately 2 years.		
<b>Future Fiscal Year Impacts</b>		
<b>Additional Information</b>		

The Public Works Department will pay for the additional consultant costs with RMRA funds

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve this Contract Amendment to Cardno's Contract. This is not recommended, as including these streets with this contract will be significantly cheaper than doing them in the future.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Auditor

**ATTACHMENTS:**

- Amendment 1 - Cardno Lone Pine Streets

**APPROVALS:**

Travis Dean	Created/Initiated - 1/25/2023
Darcy Ellis	Approved - 1/26/2023
Travis Dean	Approved - 1/30/2023
Grace Chuchla	Approved - 1/30/2023
Shannon Platt	Approved - 1/30/2023
Breanne Nelums	Approved - 1/31/2023
Amy Shepherd	Approved - 1/31/2023
Michael Errante	Final Approval - 1/31/2023

**AMENDMENT NUMBER ONE**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
CARDNO, INC. FOR THE PROVISIONS OF CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Cardno, Inc. (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Consultant Services dated March 15, 2022, on County of Inyo Standard Contract No. 146.1, for the term from April 1, 2022 through June 30, 2023.

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

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

County and Contractor hereby amend such Agreement as follows:

Amend section 4(H) to adjust the "Do Not Exceed" amount of the contract, in the amount of \$402,545.86, to a new "Do Not Exceed" amount of \$508,736.67.

Amend Attachment A to add the document titled "Amendment #1 Attachment A" to the Scope of Work of the contract. "Amendment #1 Attachment A" is attached hereto.

Amend Attachment B to add the document "Amendment #1 Attachment B" to the Schedule of Fees of the contract. "Amendment #1 Attachment B" is attached hereto.

Amend section 2 to change the end date of the contract from June 30, 2023 to October 31, 2024.

The effective date of this Amendment to the Agreement is \_\_\_\_\_.

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

**AMENDMENT NUMBER ONE**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
CARDNO, INC. FOR THE PROVISIONS OF CONSULTANT SERVICES**

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

**COUNTY OF INYO**

By: \_\_\_\_\_

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

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO RISK ASSESSMENT:

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

now



December 16, 2022

621 West Line Street  
Suite 205  
Bishop, CA 93514  
USA  
Phone +1 760 784 8521

[www.cardno.com](http://www.cardno.com)  
[www.stantec.com](http://www.stantec.com)

Mr. Travis Dean  
Engineering Assistant  
Inyo County Public Works  
168 N. Edwards  
PO Drawer Q  
Independence, CA 93526

**RE: Contract Amendment Request for State Transportation Improvement Programs (STIP) Lone Pine Town Streets Project; State Funded Project: RPL-5948(101); County Project: ZP-21-010**

Dear Travis,

Per our previous discussions during the initial site visit and email correspondence I am providing this request to amend the above referenced Contract to incorporate Whitney Portal Road and Hay Street into our project scope, extend the contract end date and to provide Surveys and Mapping services (Task 6) through Triad/Holmes Associates, Inc. (Triad) in replace of Eastern Sierra Land Surveys (ESLS). During coordination with ESLS on the revised schedule and expanded area/scope, ESLS notified Cardno (now Stantec) that they would not be able to perform the work and requested to be removed from the team, resulting in the Triad replacement.

Cardno (now Stantec) agrees to perform the following additional service(s):

- Include additional 1.0 miles of roadway in the project scope. The roadway extents cover Whitney Portal Road from Highway 395 west to the recent FLAP project (just east of the aqueduct) and Hay Street from Locust St. to Muir St. See Additional Scope Map for extents.
- No additional scope items, or modifications to the existing scope, are included or proposed with this amendment; the original scope will stay as-is. The modifications to the contract per this amendment include additional fees for the below tasks to account for the increased area of the project per this amendment.
  - Task 1: Project Management; Task 2: Preliminary Engineering Studies; Task 3: Concept Plan; Task 6: Surveys and Mapping; Task 7: Geotechnical Investigation; Task 8: School Circulation Plan; Task 9: Utility Coordination; Task 10: Right-of-Way Phase and Determination; Task 11: Design
- Perform Task 7: Geotechnical Investigation as a part of the ES&P Phase in order to incorporate the findings into Task 3: Concept Plan.
- Extend contract duration; new end date of October 31, 2024. Per our previous discussion with the County, the project schedule has been delayed for both the Lone Pine School summer break and again to complete this Amendment 1 prior to continuing with the ES&P Phase work. For this reason, we proposed to extend the contract duration.

Amendment #1  
Attachment A

December 16, 2022

2



We thank you for all your efforts in facilitation of this project and look forward to continued progress. Please contact me if you have any questions or commend on this proposed amendment.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen Peck".

Stephen Peck PE  
Principal  
for Cardno now Stantec  
Direct Line: +1 775 339 3321  
Email: Stephen.Peck@cardno.com

A handwritten signature in blue ink, appearing to read "Grant Schmitz".

Grant Schmitz PE  
Senior Project Engineer  
for Cardno now Stantec  
Direct Line: +1 760 784 8521  
Email: Grant.Schmitz@cardno.com

Enc: Amendment 1 Fee Proposal  
Additional Scope Map  
cc: Lori Browning – Project Coordinator

**COST ESTIMATE**

Amendment 1

Lone Pine Town Streets Project

ITEMS OF WORK	STAFF NAME-TITLE/CATEGORY										TOTAL CONSULTANT COST	
	Stephen Peck *	Brian McRae *	Jason Dukes *	Grant Schmitz **	Ivan Trujillo **	William Thomas **	Lori Browning **					
DIRECT LABOR RATE												
ITEM OF WORK DESCRIPTION												
1	2	0	0	8	0	0	8	0	0	0	8	\$ 915.80
	2			8							8	\$ 915.80
2	0	0	0	4	4	0	2	2	0	0	0	\$ 521.98
				2	2							\$ 228.32
				2	2							\$ 293.66
3	2	2	4	8	6	0	15	0	0	0	0	\$ 1,857.73
	1	2	2	4	4		12					\$ 1,201.78
	1			2	2		2					\$ 364.28
			2	2			1					\$ 291.67
6	0	1	0	6	4	0	8	0	0	0	0	\$ 906.38
				2								\$ 117.76
				2								\$ 117.76
		1		2	4		8					\$ 670.86
7	0	0	0	2	0	0	0	0	0	0	0	\$ 117.76
				2								\$ 117.76
8	0	2	0	5	8	0	12	0	0	0	0	\$ 1,269.92
		1		4	6		10					\$ 964.52
		1		1	2		2					\$ 305.40
9	0	0	1	5	2	1	6	0	0	0	0	\$ 671.60
			1	4	1		2					\$ 426.76
				1	1		4					\$ 244.84
10	1	0	0	2	0	0	2	0	0	0	0	\$ 253.72
	1			2			2					\$ 253.72
11	9	11	14	100	122	154	0	0	0	0	0	\$ 20,064.42
	1	1		2								\$ 259.00
	4	4	4	40	60		80					\$ 9,133.04
			1	1			2					\$ 194.84
				2								\$ 117.76
												\$ -
	2	4	4	30	30		40					\$ 5,437.80
					12							\$ 663.36
			1	1			2					\$ 194.84
	2	2	4	24	20		30					\$ 4,063.78
												\$ -
												\$ -
	14	16	19	140	146	199	8	8	8	8	8	\$ 542
	\$988.68	\$1,129.92	\$1,341.78	\$8,243.20	\$8,070.88	\$6,501.33	\$303.52	\$26,579.31	\$398.69	\$26,978.00	\$49,434.49	\$ 183.24%
												\$ 3,820.62
												\$ 5%
												\$ 80,233.11
												\$ 25,957.70
												\$ 106,190.81

\* Sr. Consultant rates have been discounted for Inyo County and are a 3% increase from 2021 rates per escalation allowance in the 10-H Esc

\*\* updated rates effective 1/1/2023





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2023-3469

### Caltrans Presentation of the California Road Charge Pilot Study

#### Public Works

NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Justine Kokx, Transportation Planner

#### ITEM PRESENTED BY

Justine Kokx, Transportation Planner

#### RECOMMENDED ACTION:

Request Board hear a presentation from Caltrans staff regarding the California Road Charge Pilot Study.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

California relies on gas and fuel tax revenues to fund its maintenance and repairs. As cars become more efficient, and as electric vehicles have become more prevalent, the gas tax will not remain viable as a reliable funding stream to meet infrastructure needs. California, with Caltrans, is researching a potential gas tax replacement that can be relied upon into the future to ensure California's infrastructure needs can be addressed.

A pilot study is underway analyzing a road charge system as an equitable replacement of the gas tax by charging roadway users an amount based on what they actually use, based on mileage, not fuel. Caltrans staff will be in attendance to present the pilot study and answer questions.

#### FISCAL IMPACT:

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

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

None

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Caltrans News Release
2. Info Sheet - Caltrans Pilot Study
3. Learn More - Road Charge Test

**APPROVALS:**

Justine Kokx	Created/Initiated - 1/31/2023
Darcy Ellis	Approved - 1/31/2023
Justine Kokx	Approved - 1/31/2023
John Pinckney	Approved - 1/31/2023
Nate Greenberg	Final Approval - 2/1/2023



# News Release

**Date:** January 31, 2023  
**Contact:** Michael Lingberg  
**Phone:** (760) 920-0280

## FOR IMMEDIATE RELEASE

### **Caltrans Seeks Rural, Tribal Volunteers for Latest ‘Road Charge’ Study**

*Participants can earn up to \$250 for 7-month pilot*

**SACRAMENTO** — The California Department of Transportation (Caltrans) is recruiting volunteers who reside and travel in rural and tribal communities to participate in the latest testing phase of a “road charge” pilot. Up to 500 volunteers will participate in a seven-month simulated road charge system, which charges drivers based on the number of miles they travel rather than the amount of gas they use to support the state’s critical transportation infrastructure. There will be no cost to participate, and upon completion, volunteers will be eligible to receive an incentive of up to \$250.

“Rural and tribal communities have unique travel needs and may interact with a road charge system in different ways,” said Caltrans Director Tony Tavares. “It is essential that Caltrans understands their needs as it develops an equitable and convenient alternative to the gas tax.”

Starting in March 2023, the [California Road Charge Public-Private Roads Project](#) will explore the technical aspects of reporting mileage, as well as engage rural and tribal communities in a conversation about their communities’ priorities in a potential road charge system to fund road and highway maintenance.

This pilot will simulate how participants interact with a road charge system by reporting mileage and “paying” mock invoices. The pilot will conduct surveys to gauge participants’ preferences and experience.

As vehicles become more fuel-efficient and the state’s transition to zero-emission vehicles accelerates, Caltrans is researching possible alternatives to the state gas tax, which California has historically relied on to build and maintain the state’s transportation system. Volatile oil prices and California’s phasing out the sale of new gas-powered cars by 2035 add increased urgency to research ways to bring long-term stability to transportation funding. For that reason, Caltrans is testing various methods to collect per-mile rather than per-gallon fees.

This demonstration is [funded through a grant](#) from the U.S. Department of Transportation’s Surface Transportation System Funding Alternatives Program and will build on Caltrans’ previous road charge pilots: [California’s Road Charge Pilot in 2017](#), which introduced the road charge concept to Californians, and [California’s Four-Phase Demonstration](#), which tested the road charge concept across several platforms

including pay-at-the-pump and electric vehicle charging station systems, usage-based insurance, transportation network company fleets, and automated vehicles.

Volunteers interested in participating in the pilot – and the incentive of up to \$250 – may visit <http://www.caroadcharge.com/projects/public-private-roads-project/> and complete the participant recruitment survey. Participants must be California residents over the age of 18. The pilot is employing the highest standards in data protection and safeguarding, ensuring that Caltrans will not receive any sensitive information from participants.

To learn more about the California Road Charge Project and the Road Charge Program, please visit [www.caroadcharge.com](http://www.caroadcharge.com).

###

| [CleanCA.com](http://CleanCA.com) | [#BeWorkZoneAlert](https://twitter.com/BeWorkZoneAlert) | [Twitter](https://twitter.com/BeWorkZoneAlert) | [Facebook](https://www.facebook.com/BeWorkZoneAlert) | [YouTube](https://www.youtube.com/BeWorkZoneAlert) |

**BE WORK ZONE ALERT**



## Participate in a Caltrans Pilot Study and Earn up to \$250

California is exploring an alternative to the gas tax and wants the voices of rural and tribal stakeholders at the table.





The **2023 California Road Charge Public/Private Roads Pilot** will gather essential information for evaluating how a road charge program could address travel on and off public, private, and tribal roadways in California. The state is offering incentives of up to **\$250 for participants in the seven month pilot launching in March 2023**.

In the pilot, participants will be given a device that plugs into their car to capture their miles traveled and whether the vehicle is traveling on public, private, or tribal lands in California (or out of state). Data will be saved/stored securely through a third-party account manager, and vehicle location information will be sanitized (deleted and non-recoverable from collection devices). Caltrans will not receive any location-specific data from pilot participants' unique vehicle. Qualified participants will be eligible to receive up to \$250 in incentives for their time and completion of pilot milestones.

### Pilot Details

Pilot Length	7 months; Mar – Sep '23
Reporting Method	Plug-in device and mobile app
Reporting Frequency	Daily (automated)
Statement Frequency	Monthly
Data Privacy	No participant location or personally-identifiable data sent to Caltrans

### Incentive Milestones \*

-  Enrollment & closeout
-  Drive each month with active device plugged in
-  Review monthly statements
-  Complete two participant surveys

*\* All milestones must be completed to receive the full \$250*

This is an opportunity for California motorists, especially those in rural and tribal communities, to have an active voice in shaping how California can provide a fairer, more transparent, and future-ready transportation funding mechanism.



### Interested in participating?

The first step is to fill out the participation form on the California Road Charge website:

<http://www.caroadcharge.com/engage/contact-us/>

If you meet the pilot study requirements and are selected to participate, the Project Team will reach out to you in late February / early March 2023 with information on how to enroll and get started.

#### Do you have an Active Fastrak Account with the Toll Roads?

We want you for the Pilot too!

Caltrans will also partner with *The Toll Roads* in a mini pilot that will explore how one of California's tolling agencies might help administer a statewide road charge system.

*Will it be easy for a taxpayer to pay a road charge and tolls in the same bill?*

If you are a current Toll Roads customer, we would love to have you participate and tell us about your experience – **while earning up to \$250!**





# Your participation would help inform how a **Road Charge** could work



## Let's keep in touch!

Learn more about the Public/Private Roads Demonstration and **sign up to be notified when participant recruitment goes live.**



<https://caroadcharge.com/engage/contact-us/>



California  
**Road Charge**



Fair. Transparent. Sustainable.

As California makes progress toward our ambitious clean air goals, many Californians are switching to more fuel-efficient or all-electric vehicles, so they buy less gasoline and pay less or no gas tax. This not only means less funding to maintain our transportation system but may also disproportionately place more of the burden of funding road repairs and maintenance on low- and middle-income families that can't afford to purchase a new car.

**California needs a fairer, more transparent, and more sustainable way to fund our roads.** That's the reason the state is exploring replacing the gas tax with a Road Charge, an alternative funding mechanism that allows drivers to support road and highway maintenance based on how many miles they drive, instead of how many gallons of gas they buy.

**In Spring 2023, California will test how Road Charge can work and we are looking for participants to help test this concept.**

**Specifically, we're interested in exploring the travel patterns for those who regularly go between public and private roads.** In practice, road charge is only intended to charge drivers when they are driving on public roadways. That means drivers who spend a lot of time driving on private roads should not receive charges for that mileage. Participating in the upcoming demonstration project can help California develop a fairer, more transparent, and more sustainable way to fund California's Transportation network.

**Learn more and sign up** to be notified when participant recruitment goes live:

<https://caroadcharge.com/engage/contact-us/>



**California  
Road Charge**





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2023-3459

### Annual Appointment of Representatives to Tribal Consultation Committees

#### Planning Department

ACTION REQUIRED

**ITEM SUBMITTED BY**

Cathreen Richards, Planning Director

**ITEM PRESENTED BY**

Cathreen Richards, Planning Director

**RECOMMENDED ACTION:**

Request Board appoint two of its members to each of the five Tribal Consultation Committees, in accordance with the County's Tribal Consultation Policy (attached).

**BACKGROUND / SUMMARY / JUSTIFICATION:**

On October 11, 2016 the Board adopted the County's Tribal Consultation Policy. This policy establishes a consistent, efficient, and culturally suitable protocol for how the County conducts Tribal/County intergovernmental consultation under existing state and local laws. It applies to all County/Tribal consultations, which are required by law for many of the projects and permits the County approves, especially with regard to those that require California Environmental Quality Act (CEQA) evaluations.

Pursuant to the Policy, each year, your Board is to designate two of its members to serve as Consultation Committee representatives assigned to consult with an individual tribe. Under the Policy, the County's stated preference is that each consulting tribe also appoints at least two members of its Tribal Counsel to serve as its Consultation Committee representatives; however, the Policy also recognizes that each tribe may designate other Consultation Committee representatives. Since the last time the consultation committee assignments were made, the Supervisorial District boundaries have changed and two new County Supervisors have been elected.

Currently, the County's consultation committee assignments are:

- Bishop Paiute Tribe – Empty
- Big Pine Paiute Tribe of the Owens Valley – Supervisors Roeser and Kingsley
- Fort Independence Indian Community of Paiutes – Supervisors Roeser and Kingsley
- Lone Pine Paiute-Shoshone Tribe – Supervisors Kingsley and Roeser
- Timbisha Shoshone Tribe – Supervisors Kingsley and Griffiths.

Based on new Supervisorial District boundaries, tribal lands correspond as follows:

- District 1 - no tribal lands
- District 2 - no tribal lands
- District 3 - Bishop Paiute Tribe
- District 4 - Big Pine Paiute Tribe
- District 5 - Fort Independence Indian Community of Paiutes, Lone Pine Paiute Shoshone Tribe and



Timbisha Shoshone Tribe.

Previously, the assignments have been made primarily by the overlap of Tribal land with Supervisorial District areas. This has become a bit more skewed than it was historically with the change in Supervisorial District boundaries resulting in District 5 having three tribal areas within its boundary. The board may decide to leave the assignments as they are for 2023, with the exception of filling previous Supervisors Tothoroh and Pucci's assignments. These will have to be filled so that the Bishop Paiute Tribe has a Consultation Committee. The Board could, instead, completely rearrange the assignments.

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund is used for staff time to prepare for the consultation assignments.	<b>Budget Unit</b>	23800
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

1. Do NOT provide consultation committee assignments for 2023. This is not recommended as it is contrary to the County's Tribal Consultation Policy.
2. Leave the consultation committee assignments as they are for 2023. This is also not recommended as the Bishop Paiute Tribe has no consultation committee at this time.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Tribal governments, Native American Heritage Commission and other agencies working with the County and local Tribes.

**ATTACHMENTS:**

1. Final Tribal Consultation Policy

**APPROVALS:**

Cathreen Richards	Created/Initiated - 1/19/2023
Darcy Ellis	Approved - 1/26/2023
Darcy Ellis	Approved - 1/26/2023
John Vallejo	Approved - 1/30/2023
Nate Greenberg	Approved - 1/31/2023
Cathreen Richards	Final Approval - 1/31/2023

# **ATTACHMENT "A"**

## **COUNTY OF INYO**

### **POLICY & PROTOCOL FOR TRIBAL CONSULTATION**

#### **BACKGROUND**

INYO COUNTY (County) is required by State law to engage in Tribal/County intergovernmental consultation with sovereign California Native American Indian Tribes that are traditionally and culturally affiliated with lands located in the jurisdiction of the County (Tribes). Tribal consultation is governed by Senate Bill (SB) 18 (Burton, 2004, Chapter 905, Statutes of 2004) and Assembly Bill (AB) 52 (Gatto, 2014, Chapter 532, Statutes of 2014) and specifically codified with respect to the adoption and amendment of General Plans [Government Code section 65300, et. seq.], Specific Plans [Government Code Section 65352.3], Open Space Designations (Government Code Section 65562.5), and to potential impacts on tribal cultural resources as a consequence of a California Environmental Quality Act (CEQA) project [Public Resources Code Section 21080.3.1.]. Additionally, Inyo County Code Chapter 9.52 addresses disturbances of archaeological, paleontological and/or historical features.

#### **I. PURPOSE**

In adopting this policy, the Inyo County Board of Supervisors desires to establish a consistent, efficient, and culturally suitable protocol for how the County will conduct Tribal/County intergovernmental consultation under existing State and local laws. The County recognizes that California Native American prehistoric, historic, archaeological, cultural and sacred places are essential elements in tribal cultural traditions, heritage, and identities. California Native American Tribes have expertise with regard to their tribal history and practices that concern the tribal cultural resources with which they are traditionally and culturally affiliated. The County's intent and purpose in adopting this policy is, among other things, to establish a Tribal/County consultation process that recognizes the Tribes' governmental status, respects the interests and roles of the Tribes and project proponents, and ensures the level of confidentiality required for tribal cultural resources. The County does not intend by the adoption of this policy to restrict, dictate behavior or bind a Tribe or its representatives.

The main purposes of this consultation process are to gather information to assist the County in identifying tribal cultural resources, potentially significant impacts to those resources, and appropriate mitigation, and ensuring that the CEQA environmental assessments include relevant tribal information. The County intends that this consultation process be initiated at the earliest possible point in the CEQA environmental review process so that tribal cultural resources can be identified and culturally appropriate mitigation and mitigation monitoring and reporting programs can be considered by the County before project decisions are made. As provided by Public

Resources Code section 21080.3.2(a), consultation may include discussion concerning the type of environmental review necessary.

The County is committed to open, candid, meaningful, respectful, constructive, timely and effective communication, as required by State laws governing Tribal consultation. Such communication also fosters understanding of issues, ensures that tribal expertise is included in environmental assessments for projects that may have a significant impact on tribal cultural resources, and promotes positive relations between elected leaders of the County and Tribes. Therefore, in addition to consultation topics required by SB 18 or AB 52, the County is also committed to providing a framework for discussing other mutually agreed upon topics. The County desires to establish through this policy parameters for project- or Tribe-specific memoranda of understanding (MOU) or other instruments to govern consultation on matters that, although not legally required by SB 18 or AB 52, may be of concern to Local Tribes (as defined below) and/or the County. Such an MOU framework can be used to cover a wide range of topics, including, but not limited to, public safety, socioeconomic matters, traditional ecological knowledge, traditional community intellectual property, and other matters of mutual concern.

## **II. DEFINITIONS AND ACRONYMS**

The following definitions apply to this Policy:

- i. Consultation. The County adheres to the definition of "consultation" found in SB 18 and Government Code section 65352.4 and Public Resources Code Section 21080.3.1: "Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American Tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the Tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance."
- ii. Consultation Committee. Two representatives of the Inyo County Board of Supervisors designated by the Board and representatives of each individual Tribe designated by the Tribe's governing body, or staff of the Tribe and County if designated as provided in section III.iii.e.
- iii. Cultural Resources. Tribal cultural resources are sites, features, places, cultural landscapes, sacred places and objects with cultural value to a California Native American Tribe as defined by Public Resources Code Section 21074; Native American sanctified cemeteries, places of worship, religious or ceremonial sites, or sacred shrines located on public property as identified in Public Resources Code sections 5097.9 and 5097.97; sacred places, places of special religious or social significance to Native Americans as well as known graves and cemeteries of Native Americans on private land as identified in Public Resources Code section 5097.94, subdivisions (a) and (b); Native American remains and associated grave

artifacts as identified in Public Resources Code section 5097.991; and Native American historic, cultural, or sacred sites listed or eligible for listing in the California Register of Historic Resources identified in Public Resources Code section 5024.1, including any historic or prehistoric ruins, any burial ground, any archaeological or historic site, any inscriptions made by Native Americans at such a site, any archaeological or historic Native American rock art, or any archaeological or historic feature of a Native American historic, cultural or sacred site as identified in Public Resources Code section 5097.993.

- iv. **Environmental Impact Report.** An environmental document as defined in Public Resources Code Section 21061.
- v. **General Plan.** A comprehensive, long-term general plan for the County as described in Government Code Section 65300 et seq.
- vi. **Local Tribe.** Tribes having lands within Inyo County under their sovereign jurisdiction: specifically, the Bishop Paiute Tribe, the Big Pine Paiute Tribe of the Owens Valley, the Fort Independence Indian Community of Paiute, the Lone Pine Paiute Shoshone Reservation and the Timbisha Shoshone Tribe.
- vii. **Mitigated Negative Declaration.** A negative declaration as defined in Public Resources Code Section 21064.5.
- viii. **Non-Local Tribe:** Any Tribe that does not have lands within Inyo County under its sovereign jurisdiction but is traditionally and culturally affiliated with lands within Inyo County.
- ix. **Negative Declaration.** An environmental document as defined in Public Resources Code Section 21064.
- x. **Open Space.** Land designated for open space use as defined in Government Code Section 65560(b).
- xi. **Project.** A project as defined in Public Resources Code section 21065 and CEQA Guidelines section 15378(a). Unless otherwise required by law, agreed upon in a MOU between the County and a Tribe, or otherwise agreed to by the County and a Tribe, consultation shall not occur or be required on: (a) projects that are not subject to CEQA pursuant to CEQA Guidelines Section 15061(b) (unless consultation is required by Government Code Sections 65352.3, 65453 and/or 65562.5) and (b) projects for which a notice of preparation of an EIR or a notice of intent to adopt a negative declaration or mitigated negative declaration was filed on or before June 30, 2015.
- xii. **Specific Plan.** A Plan prepared to Government Code Section 65450 et seq.

- xiii. Tribe(s): Any California Native American Indian Tribe or Tribes that are traditionally and culturally affiliated with lands located in the jurisdiction of the County, including both Local Tribes and Non-Local Tribes.

The following acronyms are utilized in this Policy.

- i. AB. Assembly Bill
- ii. CEQA. California Environmental Quality Act
- iii. EIR. Environmental Impact Report
- iv. MOU. Memorandum of Understanding
- v. SB. Senate Bill

### III. CONSULTATION PROCESS

- i. Possible Actions Subject to Consultation. The County will engage in Tribal/County intergovernmental consultation, as required by law, whenever it plans to amend the County's General Plan, amend or adopt Specific Plans, or designate areas as open space, and will engage in Tribal/County intergovernmental consultation prior to the release of any Negative Declarations, Mitigated Negative Declarations, or Environmental Impact Reports (EIRs) that address projects for which the County is the Lead Agency under CEQA.
- ii. Notices. In accordance with State law, the County will initiate consultation by notifying all Tribes that have requested to be notified of projects within the County located within their areas of traditionally and cultural affiliation of the opportunity to consult on these potential actions consistent with the timeframes required by State law by sending written Notice to the tribal representative [job title and address] provided by each Tribe to the County Planning Director. If a Local Tribe has not notified the County of the tribal representative or representatives to whom consultation notices should be sent, the County will send the Notice to the attention of the Tribal Secretary at the street address where the Tribal administrative offices are located and will send the Notice to the individual listed on the contact list for the Local Tribe maintained by the Native American Heritage Commission. The Notice will describe the project, its location, the County's contact information, and the amount of time that the Tribe has to request consultation. (Such time for a Tribe to request consultation shall not be less than the time limits prescribed by Public Resources Code section 21080.3.1(b) and Government Code section 65352.3(a)(2).)

In addition to the requirements of State law, Local Tribes shall be notified of projects within the County, and the opportunity to consult on these potential actions, without having to request notification if the Local Tribe has provided current contact information. Local Tribes are asked to provide the County current contact information consisting of names, mailing addresses, telephone numbers, and electronic mail addresses for the tribal representative or representatives to whom consultation notices should be sent.

In communicating with the County regarding consultation, all Tribes should send all correspondence to:

Planning Director  
County of Inyo  
P.O. Drawer L  
Independence, California 93526

The Planning Director is responsible for transmitting all communications received from a Tribe regarding consultation to the Board of Supervisors, the County Administrator, and County Counsel, in compliance with the confidentiality requirements of State and federal laws.

The law establishes minimum periods for providing Notices, which vary depending on the nature of the project; however, the County has determined that additional time may provide more meaningful consultation opportunities between a Tribe and the County representatives. The County designates, in its discretion based on the facts, the following time periods for providing Notices, which meet or exceed state minimum requirements.

For General Plans and General Plan Amendments, adoption or amendments of Specific Plans, Open Space Designations, Mitigated Negative Declarations, Negative Declarations and EIRs, the County will provide each Local Tribe and all other Tribes that have requested to be notified of projects located within its traditionally and culturally affiliated area with Notice of the opportunity to consult on matters affecting the Tribe as follows:

- a. Not later than fourteen (14) days after a determination that an application is complete that seeks the adoption or amendment of a general plan or specific plan or the designation of land as open space that contains a place, feature or object described in Public Resources Code sections 5097.9 and 5097.993; ,
- b. Consistent with Public Resources Code section 21080.3.1, subdivision (d), within fourteen (14) days of the County determining that an application for a project is complete or a decision by the County to undertake a project; and

Upon receiving Notice from the County, any Tribe that desires to proceed with consultation needs to provide written Notice to the County within the timeframe set by law and identified in the Notice.

- iii. **Consultation.** Once a Tribe notifies the County of its desire to proceed with consultation on a specific potential action for which the County has provided Notice, the County and the Tribe will consult on or otherwise discuss the matter in face-to-face meetings at a mutually agreeable time and location to the extent possible. As required by Public Resources Section 21080.3.1(e), consultation pursuant to Public Resources Code section 21080.3.1 consultation pursuant to Government Code sections 65352.3 and 65562.5, and consultation on projects for which consultation is not required by statute, will commence within 30 days of receipt of written notice from a Tribe requesting consultation. The County will use the following protocol for Tribal/County consultation unless otherwise specified in an agreement with a particular Tribe.
  - a. **Proposed Number of Meetings.** The County understands that there is no legal limit on the number of consultation meetings and that the number of meetings and duration of the consultation process ultimately depend on whether and when one of the grounds for conclusion discussed below in Section III(l) exists. However, the County hopes that, in good faith and with reasonable effort, Consultation with a Tribe on a specific potential action for which the County has provided Notice, and for which the Tribe has timely requested consultation, can generally be concluded before or during a third consultation meeting and that such meeting(s) can generally be conducted within 45 days from the date of the first consultation meeting.
  - b. **Timing of Meetings.** To minimize difficulties in scheduling meetings and to expedite the consultation process, when the County annually designates its Consultation Committee representatives (see below) for each Local Tribe, Further, the County will identify the days of the week and the times of day the County's Consultation Committee representatives will be available to meet. This availability schedule does not preclude establishing other meeting times and days that are mutually convenient for all Consultation Committee members from the Local Tribe and the County. The County's representatives will endeavor to make themselves available to meet at reasonable times requested by the representatives of the Local Tribe.
  - c. **Location.** Consultation will take place at a location mutually agreed upon by the parties. The County agrees meet at tribal offices of Local Tribes if requested; however the County prefers to meet with Non-Local Tribes at a location within the County.

- d. **Participants.** The County's Preference is that consultation meetings occur between elected officials. To accomplish this, for each Local Tribe, every year, the Board of Supervisors will designate two (2) of its members to serve as the Consultation Committee representatives assigned to consult with the Local Tribe. When a non-Local Tribe requests consultation, the Board of Supervisors will designate two (2) of its members to the serve as Consultation Committee representatives. The County's preference is that each consulting Tribe appoint at least two members of its Tribal Council to serve as its representatives to the consultation meetings. However, each Tribe that has requested to consult on a project may designate its own tribal representatives. Pursuant to Public Resources Code section 21080.3.1(b), if a Tribe has requested to consult on a project, but does not designate a lead contact person or designates multiple lead contact people, the County shall contact the individual listed on the contact list maintained by the Native American Heritage Commission to schedule a consultation meeting with the Tribe's designated representative or representatives.

If a Tribe does not designate a member or members of its Tribal Council or other elected representatives to serve as its representatives in consultation meetings with the County, or if the Tribe's designated elected representatives are unable to attend a meeting, a consultation meetings can occur between non-elected representatives (which can be County staff) designated by the County and non-elected representatives designated by the Tribe. Unless otherwise agreed by the consulting parties, the County will consider a consultation meeting attended solely by designated non-elected representatives a consultation meeting.

When Consultation Committee representatives from the County and a Tribe meet, the representatives may be supported by staff from both the County and the Tribe, and staff may meet and work together as desirable or necessary outside of the Consultation Committee to facilitate Consultation Committee meetings. The County will follow this process to identify the County's Consultation Committee representatives who will be available to consult with a non-Local Tribe that has notified the County that It desires to consult on a project.

- e. **Staff Participation.** Tribal and County staff, identified by their respective Consultation Committee members, may attend Consultation Committee meetings. However, the staff present at the meetings is expected to be mindful of the Decision Maker to Decision Maker nature of the meetings, and limit their participation to listening, answering questions, and supporting their respective elected officials, including convening follow-up meetings between Tribal and County staff between Consultation Committee meetings.



- f. **Project Proponent Participation.** Pursuant to Public Resources Code Section 21080.3.2(d), project proponents may participate in the consultation only if the Consultation Committee agrees to such participation. If project proponents participate, they shall respect all applicable laws, this policy and protocol, and the confidentiality of the information exchanged.
  
- g. **Agenda & Note Taking.** The goal is to have a mutually acceptable agenda for each consultation meeting. Therefore, prior to each consultation meeting, County staff will be responsible for preparing a draft consultation meeting agenda and for providing it to the Tribe for review, comment and suggested revision. As provided by Public Resources Code section 21080.3.2, if a Tribe requests consultation regarding alternatives to the project, recommended mitigation measures, significant effects, the type of environmental review necessary, the significance of tribal cultural resources, or the significance of the project's impacts on the tribal cultural resources or project alternatives, the consultation meeting agenda shall include those topics as part of the consultation. Consultation on other topics may be agreed upon by the Consultation Committee.

When the Tribe provides Notice to the County of its desire to consult on a potential action for which the County has provided Notice, the Tribe is asked to identify the specific issues, if known, relative to the action that it wishes to discuss consistent with this policy. If the issues on which the Tribe wishes to consult are consistent with the provisions of state law and this policy, the County will include the issues on the meeting agenda. If there is disagreement over what issues are subject to consultation and should be included on the meeting agenda, the disagreement will be noted.

Notes of each consultation meeting shall be taken as agreed upon by the Consultation Committee. If the Consultation Committee cannot agree upon a note taker, each party to the consultation meeting may take notes of the meeting.

Prior to the conclusion of a consultation meeting, the representatives should attempt to agree upon the "Action Items" to be addressed by each party, or its staff designees, prior to or at the next meeting. If there is an agreed upon note taker, a draft copy of the notes taken by the designated note taker or by each party will be transmitted to the parties within five (5) business days of the meeting. If agreement cannot be reached regarding the content of the notes or the Action Items, the disagreement shall be noted

As stated in Subsection III.iii.i below, information provided by the Tribe during and in support of consultation, including the contents of meeting agendas

and/or meeting notes, shall remain confidential to the full extent of the law. However, as provided in Public Resources Code section 21082.3(c)(4), the County may describe consultation meetings in general terms in the environmental document so as to inform the public of the basis of a decision by the County.

- h. **Cultural Resources.** As required by Public Resources Code section 21084.3(a), as a public agency, the County shall, when feasible, avoid damaging effects to any tribal cultural resource. Further, if the County determines that a project may cause a substantial adverse change to a tribal cultural resource and measures have not been agreed upon during the consultation process, the measures identified in Public Resources Code section 21084.3(b), will be considered by the County to avoid or minimize the significant adverse impacts and will be adopted and implemented if the measure or measures are found to be feasible. If it is found that there are no feasible measures that would avoid damaging a tribal cultural resource, the County shall work cooperatively with the affected Tribe to preserve in place, otherwise preserve, protect, enhance, mitigate, and manage archaeological sites, traditional cultural properties, tribal cultural resources, and traditional cultural resources, identified within the jurisdiction of the County pursuant to Public Resources Code Section 21082.3(a), (b), and (e), and 21084.3. Also, to the extent feasible and allowed by law, the County shall work with the Tribe to facilitate enabling the Tribe to access and steward its traditional tribal cultural resources.
- i. **Confidentiality.** The County recognizes and supports the Tribes' need to maintain confidentiality to protect archaeological sites, traditional cultural properties, traditional ecological knowledge, traditional community intellectual property, tribal cultural resources as defined in Section II, part III above, and traditional cultural resources to the extent allowed by law. Information provided by the Tribe during and in support of consultation shall remain confidential to the full extent of the law, consistent with, among other laws, Public Resources Code section 21080.3.2(b), and Government code sections 6254 (r), 6254.10, and 65352.4.
- j. **Exchange of Information.** When information provided by the County needs to be kept confidential, the County shall indicate the need for confidentiality when conveying the information. Pursuant to Public Resources Code Section 21082.3 and other applicable statutes, all information exchanged by a Tribe will not be released by the County to the public unless authorized by the Tribe in writing, subject to the County's right to describe generally the information in an environmental document so as to inform the general public of the basis of the County's decision or to otherwise provide the information in a confidential

appendix. For purposes of consultation pursuant to AB 52, in particular Public Resources Code sections 21080.3.1 and 21080.3.2, this provision regarding confidentiality does not apply to information already publicly known or in the lawful possession of a project applicant or its agents or otherwise lawfully obtained from a third party before the provision of the information by the Tribe.

1. To the extent practicable, the County's and Tribe's Consultation Committee representatives will be responsible for facilitating the information exchange. The representatives will be responsible to disseminate the information amongst staff and others authorized by law to receive the information. Copies of the data exchanged are to be made and distributed only to those staff and others who are directly involved with the topics being discussed and authorized by law to receive it, unless otherwise agreed to in writing by the County and the Tribe. Files are to be maintained of said data for the required document retention period based on applicable law. Any shared data is intended to be used exclusively for the specific project being considered.
2. Information may be exchanged in-person, via mail, or email, or any other means acceptable to the Consultation Committee members. Information provided by the County shall include a summary that clarifies what is being provided and to identify any confidentiality issues related to the material. As provided in this section, all information exchanged by a Tribe shall not be released by the County to the public unless authorized by the Tribe in writing.
3. The County and the Tribe will keep confidential and protect from public disclosure any and all documents exchanged or developed as a part of an MOU prior to a determination by the applicable party of the releasability of the documents, unless otherwise agreed upon in the MOU. Neither party will disclose documents exchanged or developed as a part of an MOU without providing notice to the other party, unless otherwise agreed upon in the MOU. The County will protect, to the extent allowed by applicable state and federal laws, the confidentiality of the other party's documents, and the Tribes may be asked to do so voluntarily as well. The County will impose the requirement of this Section upon its consultants, and the release of documents to those consultants shall not be deemed public disclosure. As provided in Section III.iii.j, all information exchanged by a Tribe will not be released by the County to the public unless authorized by the Tribe in writing.

- k. **Resources.** As required by law, the County will provide existing materials and information to the Local Tribes as early in the process as possible to enable a meaningful consultation, including materials for discussions on avoidance, preservation in place, alternatives, mitigation, and long-term management of resources. For example, such documents may include maps, records search results, survey reports, information on alternatives, design proposals, mitigation proposals and other documents relevant to the project details.

The County's Planning Director or his designee will be available to provide a Tribe with any additional technical information the Tribe requests to the degree that such information is available.

- i. **Conclusion of Consultation.** Pursuant to Public Resources Code section 21080.3.2 (b) and/or the Governor's Office of Planning and Research's Tribal Consultation Guidelines, Supplement to General Plan Guidelines, p.18 (November 14, 2005), consultation shall be considered concluded when either of the following occurs:

1. The County and the Tribe agree to measures to mitigate or avoid a significant effect on a tribal cultural resource. Any mitigation measures the Consultation Committee agrees to shall be recommended for inclusion in the project environmental document. Such mitigation measures shall also be recommended for inclusion in a Draft General Plan Amendment, Draft Open Space Designation, Draft Specific Plan or Draft Specific Plan Amendment if no EIR, Negative Declaration or Mitigated Negative Declaration is required for such projects, and in any mitigation monitoring and reporting program adopted for any project. Any such mitigation measures that are adopted shall be fully enforceable.
2. Either the County or the Tribe, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached.

If the County concludes that mutual agreement cannot be reached, the County shall provide the Local Tribe with written notice of that conclusion and reasons supporting it.

If at the conclusion of consultation there are no agreed upon mitigation measures or if mitigation measures agreed upon by the Consultation Committee are not included in the environmental document or if consultation does not occur, and substantial evidence demonstrates that a project will cause a significant effect to a tribal cultural resource, the County will consider feasible

mitigation and alternatives pursuant to Public Resources Code Sections 21082.3(b) and 21084.3(b).

**IV. CONSULTING ON ADDITIONAL TOPICS**

It is the County's desire and intent to provide a framework to go beyond the minimum requirements of the law and engage in earnest dialogue on issues that have impacts on our communities. In doing so, the Board of Supervisors hopes that leaders of both the Local Tribe and the County can address issues of genuine concern to their constituents, agencies, and respective governing bodies – not just those prescribed by law.

To accomplish this, as provided in Section I, the parties may consult on topics on which the law does not require consultation. In addition, the County will work with any Local Tribe that expresses interest to develop and execute an MOU with each Local Tribe that provides for intergovernmental consultation on tribal concerns regarding a wide range of topics extending beyond those topics subject to consultation as required by state law. Such additional topics may include, but are not limited to, economic, environmental, cultural, social and technological factors.

Any MOU developed between the County and a Local Tribe shall:

1. Be consistent with applicable law and unless otherwise agreed by the County and Local Tribe, be consistent with this Policy and Protocol, although minor modifications to specific timing, noticing, and other procedural requirements may be considered as long as such modifications do not shorten the timing requirements or diminish the other procedural requirements of this Policy and Protocol; and,
2. Identify the specific topics the County and Tribe mutually agree to discuss that are not already subject to state laws governing consultation, as described above. In addition to identifying the additional Topics the County and the Tribe wish to consult upon, the MOU will also describe the timing of any Notices to be provided by or to the County and the Tribe on specific Topics, and the timing of the commencement of consultation following Notice; and,
3. Subject to confidentiality requirements, identify the geographic areas traditionally and culturally affiliated with the Local Tribe in which the additional Topics that the County and Tribe wish to consult about (in addition to those matters subject to state laws governing consultation) are applicable.

**Interim Projects:** In the event an MOU identifies a different process than the consultation process described in previous sections, it is the intent of the County to utilize the consultation process identified in previous sections to guide consultation for projects in situations where

consultation has already commenced at the time of execution of any MOU. The County and the Tribe may mutually agree otherwise in the MOU consistent with applicable law.

V. Regular Meetings between the County and Local Tribes

The County will endeavor to schedule yearly, quarterly, or other periodic meetings with all Local Tribes, tribally designated official tribal entities, subgroups of the Tribes, or individual Local Tribes to discuss general topics and implementation of this Policy and Protocol and the potential development of a MOU as described above. Confidential information should not be shared at these meetings unless the County can maintain confidentiality and withhold the information from the general public pursuant to relevant laws. These meetings do not constitute tribal consultation and the County will identify them as non-consultation meetings.

1. The County Board of Supervisors may conduct such meetings at regular or special Board meetings, or designate two Supervisors to conduct such meetings.
2. The Chairperson of the County Board of Supervisors (or the two designated Supervisors) will coordinate with each individual Tribal Chairperson to determine the appropriate frequency of the meetings, timing, location, and agenda.
3. Staff may attend these meetings to assist with meeting logistics and information sharing, if requested by its governing body in consultation with the other participants.
4. If desired, County representatives shall be responsible for preparing meeting minutes, which would be provided for review to each participating Tribe prior to the next meeting.

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# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2023-5

### Email Retention Policy County Counsel ACTION REQUIRED

**ITEM SUBMITTED BY**

Grace Chuchla, Deputy County Counsel

**ITEM PRESENTED BY**

Grace Chuchla, Deputy County Counsel

**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2023-04 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting an Email Retention Policy," and authorize the Chairperson to sign.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

Like any other business or government organization, Inyo County employees send and receive a huge number of emails every day. Currently, Inyo County does not have a written policy regarding the retention of these emails, which leads to inconsistent retention periods and deletion dates. This is not an ideal system, as it makes it difficult for County staff to know whether old emails will be available to reference and difficult for the public to know whether old emails that qualify as public records will be available in response to a Public Records Act request.

Compounding the problem with email retention is the fact that there is no legally mandated length of time to retain emails generally. Some emails qualify as a specific type of record for which there is a statutory retention period. For example, per Cal. Revenue & Taxation Code § 465, the Assessor must retain correspondence regarding assessments for six years from the lien date. If the Assessor were to receive such correspondence via email, those emails—both before and after the implementation of this policy—would be retained for six years. However, the vast majority of emails that go through Inyo County’s servers are not a type of record for which there is a specific statutory retention period. These emails currently exist in a gray zone with no state laws or County policy governing their retention.

To address general email retention periods, Administration, County Counsel, and Information Services have worked together to develop an email retention policy for Inyo County. This email retention policy considers multiple relevant issues, such as:

- County employees need to access old emails to do their jobs. Email contains a valuable record of past actions, and old emails often contain information that allows County employees to work more efficiently. While old emails could theoretically be preserved forever if an employee prints the email or saves the email to somewhere other than Outlook, it's not practical to expect that an employee would do that. Additionally, we do not want to encourage employees to start retaining emails outside of Outlook because having emails saved in multiple sources makes it very difficult to search for responsive emails when handling PRA requests or discovery requests.

- The longer the County retains emails, the more files there are to review in response to PRA requests. PRA requests can be burdensome to respond to, particularly when the requesting party demands emails on a broad topic. Responding to such requests requires staff to manually review batches of emails that could number in the tens of thousands. While staff wants to be able to provide relevant, responsive records to the public, staff also wants to ensure that a few broad requests do not unfairly dominate the County's capacity to respond to PRA requests.
- Data storage is very cheap. Fiscal concerns are not a strong factor in forming this policy.

After balancing all of these issues and after receiving feedback from Department Heads, Administration, County Counsel, and Information Services came up with the following retention rules:

- Emails within Outlook will be retained for 5 years.
- Emails that have been placed in the trash folder in Outlook will be retained for 90 days.
- Chat messages in Microsoft Teams will be retained for 7 days.

These rules would be applied automatically to every County Outlook account by Information Services.

Finally, while the lack of legal mandates on this issue provides Inyo County broad latitude to formulate an email retention policy, it is instructive to look at what other counties have done. Below is a sample of email retention policies from scattered jurisdictions throughout California:

- San Mateo County – 2 year email retention period
- Tuolumne County – 90 day email retention period
- Santa Cruz County – 2 year email retention period
- Riverside County – 45 day email retention period
- City of San Diego – 5 year email retention period
- City of Los Angeles – 3 year email retention period

As this list illustrates, counties and cities across the state have adopted widely varying policies. Inyo County would be at the high end of these policies, with only the City of San Diego retaining emails for as long as Inyo County. However, staff feels that, thanks to Inyo County's small size, it is possible to retain emails for a relatively long period of time while also effectively addressing the issues outlined above.

**FISCAL IMPACT:**

<b>Funding Source</b>	None	<b>Budget Unit</b>	N/A
<b>Budgeted?</b>	N/A	<b>Object Code</b>	N/A
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
None			
<b>Future Fiscal Year Impacts</b>			
None			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to adopt this resolution and the email retention policy. However, this is not recommended, as implementing this policy will assist with standardizing the County's email retention rules.



**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Information Services, Administration, and County Counsel

**ATTACHMENTS:**

1. Resolution and Email Retention Policy

**APPROVALS:**

Grace Chuchla	Created/Initiated - 1/4/2023
Grace Chuchla	Approved - 1/4/2023
Darcy Ellis	Approved - 1/5/2023
John Vallejo	Approved - 1/5/2023
Amy Shepherd	Approved - 1/11/2023
Nate Greenberg	Approved - 1/31/2023
Scott Armstrong	Final Approval - 1/31/2023

**RESOLUTION NO. 2023 - \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA,  
ADOPTING AN EMAIL RETENTION POLICY**

**WHEREAS**, Inyo County desires to adopt an email retention policy to govern the retention and deletion of email messages on County servers;

**WHEREAS**, Government Code section 26202 authorizes the Board of Supervisors to approve the destruction of any document that is greater than two years old;

**WHEREAS**, aside from the general grant of authority in section 26202, state law is silent on the issue of email retention and destruction, which gives Inyo County broad latitude to adopt policies that best fit the needs of Inyo County.

**NOW THEREFORE BE IT RESOLVED** by the Inyo County Board of Supervisors that,

1. The Inyo County Email Retention Policy, attached hereto as Exhibit A, shall be the governing email retention policy for Inyo County.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote:

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

\_\_\_\_\_  
JENNIFER ROESER, Chairperson  
Inyo County Board of Supervisors

ATTEST: Nathan Greenberg  
Clerk of the Board

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

# **Exhibit A**

## **Inyo County Email Retention Policy**

### **Adopted Per Inyo County Resolution 23-XXX**

This policy is meant to govern the management and retention of emails within Microsoft Outlook and chat messages within Microsoft Teams. This policy is not a records retention policy. It is better described as an “email management policy” because nothing in this policy is intended to override or conflict with record retention periods that are set by state or federal law or other County policies.

Like many other governmental and private entities, Inyo County employees do a large amount of their work via email. Email has replaced phone calls and mail as the dominant form of communication, and thousands of emails pass through Inyo County’s servers each day. These emails range from lengthy, substantive communications to junk mail.

Inyo County desires to adopt a policy to manage these emails. In drafting this policy, the County has taken into account numerous competing concerns. On the one hand, County employees need access past emails to do their jobs. Employees frequently reference old emails to remind themselves of past events or to avoid reinventing the wheel when an issue arises for a second time. Additionally, as a public agency, County emails are—with various exceptions—public records. The County therefore desires to maintain a sufficient history of emails so that the public can exercise its right to access public records. On the other hand, holding on to all emails indefinitely is cumbersome, expensive, and impractical. It leads to disorganization and makes it burdensome for county staff to respond to Public Records Act requests or discovery requests.

Taking these competing concerns into account, the County has determined that emails shall be retained for a period of **5 years**. Emails that have been placed in the trash folder of Outlook shall be retained for **90 days**. In other words, any email in Outlook *except* those messages placed in the trash folder by the County user will be retain for 5 years. Chat messages on Microsoft Teams shall be retained for **7 days**.

The implementation of this policy is the responsibility of the Information Services Department. Information Services will automatically apply the above timelines to all County Outlook accounts. However, it shall remain the responsibility of each individual employee to ensure that the implementation of this policy does not run afoul of record retention rules that are set out in state or federal law or other County policies. For example, per Cal. Revenue & Taxation Code § 465, the Assessor must retain correspondence regarding assessments for six years from the lien date. Therefore, if the Assessor were to receive an email that qualifies as this type of correspondence, he or she would be responsible for saving that email or attachment outside of Outlook and retaining it for six years. Employees are encouraged to consult with their supervisor and County Counsel if they need assistance in determining whether an email falls within a specific statutory retention period.



# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2023-3478

### Presentation on Inyo County Housing Efforts County Administrator NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

#### ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

#### RECOMMENDED ACTION:

Request Board receive presentation on the current status of Inyo County housing efforts and provide feedback to staff as appropriate.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County has a variety of projects in the works that are aimed at encouraging the development of new housing units throughout the County. This presentation will provide an update on those efforts and an opportunity for Board input. The presentation will include updates on:

##### Identifying Land for Development

- Purchase of 605 S. Main Street, Lone Pine
- Brownfields Assessment at 160 N. Lone Pine Ave, Lone Pine
- Vacant Land Project
- MHP Application for Silver Peaks Affordable Housing, Bishop

##### Programs to Maintain and Enhance Access to Existing Housing Stock

- Downpayment Assistance Program
- Rehabilitation Assistance and ADU Assistance through the Permanent Local Housing Allocation (PLHA)
- ADU Prototype RFP

#### FISCAL IMPACT:

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	
<b>Budgeted?</b>	N/A	<b>Object Code</b>	
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
Inyo County recently purchased the property at 605 S. Main Street in Lone Pine for \$160,000. Depending on the direction of the Board, some additional expenditures may be budgeted for the current Fiscal Year.			
<b>Future Fiscal Year Impacts</b>			

To be determined, based on Board direction.

**Additional Information**

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

This is an update on countywide housing efforts and an opportunity to provide feedback to staff. If the Board provides no feedback, staff will move forward as planned.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Planning Department, Building and Safety, Mammoth Lakes Housing.

**ATTACHMENTS:**

1. RFP for ADU Program

**APPROVALS:**

Meaghan McCamman	Created/Initiated - 1/30/2023
Darcy Ellis	Approved - 1/31/2023
Meaghan McCamman	Approved - 1/31/2023
John Vallejo	Approved - 1/31/2023
Amy Shepherd	Approved - 1/31/2023
Nate Greenberg	Final Approval - 2/1/2023

County of Inyo  
Office of the County Administrator



REQUEST FOR PROPOSAL

FOR

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

Deadline for Submissions: (DAY OF WEEK), (DATE), (TIME).

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

## **I. INTRODUCTION**

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

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

## **II. BACKGROUND**

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

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

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

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

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

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

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



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

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

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

**III. RFP SCHEDULE**

Issue RFP	
Deadline for Written Questions	
Proposal Submittal Deadline	
Estimated Notification of Selection	
Estimated Agreement Date	

**IV. COUNTY POINT OF CONTACT**

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

Meaghan McCamman  
Assistant County Administrator  
1360 N. Main St.  
Bishop CA 93514  
[mmccamman@inyocounty.us](mailto:mmccamman@inyocounty.us)  
770-937-1253

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

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

**V. ANTICIPATED SCOPE OF WORK**

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

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

**Task 1. Architectural and Engineered Building Plan Sets**

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

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

A. Required Plan Types

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

B. Architectural Styles

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

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

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

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

C. Design Criteria

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

D. Minimum Energy Compliance Design Criteria

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

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

E. Foundation Design Criteria

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

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

F. Covered Porch Option

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

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

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

G. Fire Resistive Construction Details

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

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

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

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

#### H. Fire Sprinkler Design Criteria

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

### **Task 2. Draft Building Plans**

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

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

### **Task 3. Final Budget Plans**

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

### **Task 4. Meetings and Presentations**

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

1. Project Initiation: Prior to development of conceptual plan sets.
2. Project Plan Review: 65% Plans (staff to present to Planning Commission and potentially

local communities).

3. Plan Correction: To review staff/public feedback on draft building plans and plan check corrections.

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

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

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

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

### **VI. BUDGET**

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

### **VII. PROPOSAL CONTENTS/SUBMITTAL**

#### **A. RFP Requirements**

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

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

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

#### B. RFP Submittal

Proposals must be received by 5 p.m. (date) and must be clearly addressed to "County of Inyo ADU Plan Designs – ATTN: Meaghan McCamman." Postmarks will not be accepted. Proposals will be received via the following:

- Hand delivered to the Clint G. Quilter Consolidated Office Building, 1360 N. Main St, Bishop, CA 93514;
- Mailed to P.O. Drawer N, Independence, CA, 93526; or
- Emailed to [mmccamman@inyocounty.us](mailto:mmccamman@inyocounty.us).

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

## **VIII. ELIGIBILITY, REVIEW, SCORING, SELECTION**

### A. Licensing Requirements

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

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

### B. Scoring Criteria

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

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

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

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

C. Review and Selection Schedule

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

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

D. Contract

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

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



#### E. Contracting Preferences

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

#### F. RFP Protest

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

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

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

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

3. A violation of State or Federal Law.

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

Nate Greenberg, Director  
County of Inyo  
P.O. Drawer N  
Independence, CA 93526  
[ngreenberg@inyocounty.us](mailto:ngreenberg@inyocounty.us)

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

**Exhibit A**

(County of Inyo Standard Contract No. 116)



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2023-3473

### Presentation on Information Services Department County Administrator - Information Services NO ACTION REQUIRED

**ITEM SUBMITTED BY**

Scott Armstrong, Information Services Director

**ITEM PRESENTED BY**

Scott Armstrong, Information Services Director

**RECOMMENDED ACTION:**

Request Board receive presentation on the Information Services Department.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

This will be a presentation on past, current, and future projects and activities in Information Services.

**FISCAL IMPACT:**

<b>Funding Source</b>	n/a	<b>Budget Unit</b>	
<b>Budgeted?</b>	n/a	<b>Object Code</b>	
<b>Recurrence</b>			
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

n/a

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

- Information Services Update 2023 02 07

**APPROVALS:**

Scott Armstrong

Created/Initiated - 1/31/2023

Darcy Ellis  
Scott Armstrong  
Nate Greenberg

Approved - 1/31/2023  
Approved - 2/2/2023  
Final Approval - 2/2/2023



# Information Services

Update for the Board of Supervisors  
February 2023



# Overview

- About Information Services
- 2017 Strategic Planning Update
- Other Completed Projects
- Projects in Flight
- Pending and Future Projects
- Other Activities & Efforts
- Future



# About IS: Staffing

- 1 Office Technician (Vacant)
- 3 Programmer Analysts
- 4 Network & Operations Analysts
- 2 GIS Analysts (1 Vacant)
- 1 Assistant IS Director
- 1 IS Director





# About IS: What We Do

- 500 Computers
- 450 User Accounts
- 80 Servers
- 30 Switches
- 60 Copiers
- 130 Printers
- Phones & Cellphones
- IT Purchases
- Website
- Email
- Finance System
- PTMS
- GIS
- Secure Circuits



# 2017 Strategic Planning

~~1. Phone System~~

~~2. Wi-Fi~~

~~3. Website~~

~~4. Mobile Devices~~

5. Digital Imaging

~~6. Video Conferencing~~

~~7. Help Desk System~~

~~8. Portal or Intranet~~

9. Digital Signature

~~10. Flexible Data Storage~~



# Other Completed Projects

- Network Switch & Firewall Projects (3)
- CQCOB Equipment Moves
- CQCOB Dark Fiber & Redundant Connectivity
- Tyler Eagle Recorder for Clerk-Recorder
- Ticket Tracking System (Second Iteration)
- Several State Circuit Upgrades
- GIS Redistricting Maps

# OmniSwitch 7700

ALCATEL

PROPERTY OF  
INYO COUNTY  
08369

**CMM**

A B

OST7700-CMM OST7700-CMM

**PWR**

PS1 PS2 PS3

1 2 3 4

OST7-ENI-C24 OST7-ENI-C24 OST7-GNI-C12 OST7-GNI-C12

5 6 7 8

OST7-GNI2-U12 OST7-GNI2-U12 OST7-GNI-U12

OK1 OK2 PRI SEC TEMP FAN CONSOLE MODEM ISOLE DEM EMP LINK ACT

06

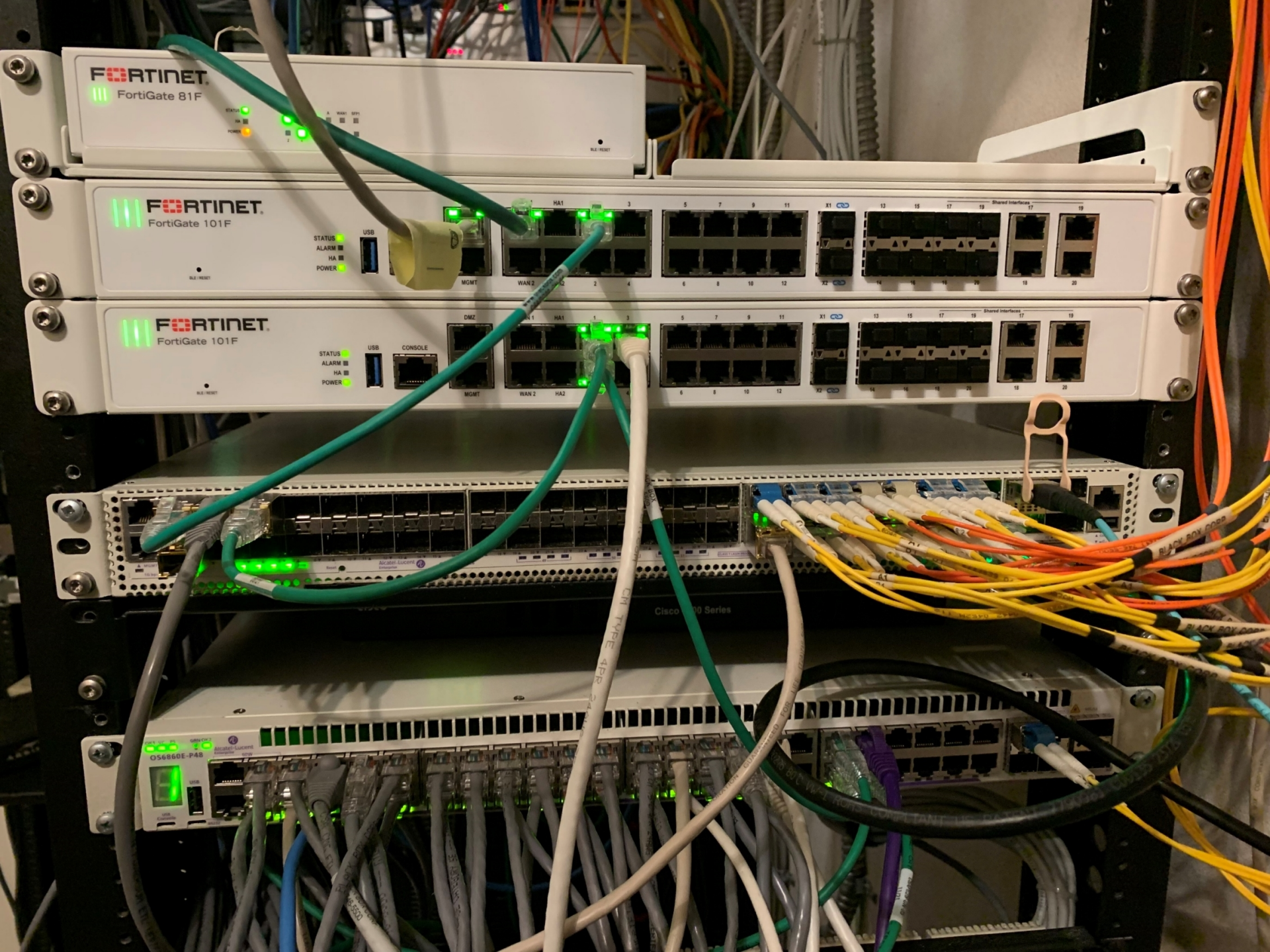
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CLASS 1 LASER PRODUCT CLASS 1 LASER PRODUCT CLASS 1 LASER PRODUCT

AC OK DC OK OVER TEMP CAUTION

ATTENTION





**FORTINET**  
FortiGate 81F

STATUS ■  
HA ■  
POWER ■

**FORTINET**  
FortiGate 101F

STATUS ■  
ALARM ■  
HA ■  
POWER ■

**FORTINET**  
FortiGate 101F

STATUS ■  
ALARM ■  
HA ■  
POWER ■

Alcatel-Lucent  
Cisco 3750 Series

Alcatel-Lucent  
O5680E-P48

STATUS ■  
SERVICES ■











# Projects in Flight

- Microsoft 365 (Initial Phases)
- Boardroom A/V Replacement (March)
- IS Internal Operations (Billing, Time Tracking)
- IS Improvement Efforts (Customer Service)
- Lone Pine HHS/Probation Networking Project
- Wi-Fi Phase 2 (VPN locations, Public Wi-Fi)





# Pending and Future Projects

- Administration Center Cabling Project
- Clerk-Recorder CeRTNA Records Transfer
- Redundant Internet Service Connection
- Intrusion Prevention System (Cybersecurity)
- Business Continuity & Disaster Recovery Plan



# Other Activities & Efforts

- IS Services – Continuous Improvement
- Improve Cybersecurity Posture
- Streamline the Annual Tech Refresh Process
- Server Migrations to Virtual Environment
- Automated New Employee Process







42  
41  
40  
39  
35  
3



NUTANIX



NUTANIX



NUTANIX



Tickets > New Service Request

Send feedback

Search



All items

Employee Onboarding >

Search for a service item



**County Cell Phone**

Request a County cell phone

--



**Desk Phone Setup**

Request employee desk phone setup

--



**File Share Permissions**

Request file share permission chang...

--



**Onboarding Ticket Manager**

Assign onboarding ticket manager

--



**ONESolution Access**

Request ONESolution Access

--



**System Access**

Request system access (generic form)

--



# Future

- Move Internal County Info to Portal
- IS Key Initiatives Plan
- Professional Development in IS
- Strategic Alignment of County Services
- Enhanced Security Systems & Training
- System Status Monitoring & Alerts



# Summary

- About Information Services
- 2017 Strategic Planning Update
- Other Completed Projects
- Projects in Flight
- Pending and Future Projects
- Other Activities & Efforts
- Future



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2022-3331

### Presentation on the Office of the Public Administrator/Public Guardian

#### Public Administrator-Public Guardian

NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Patricia Barton, Public Administrator

#### ITEM PRESENTED BY

Patricia Barton, Public Administrator

#### RECOMMENDED ACTION:

Request Board hear presentation about the Office of the Public Administrator/Public Guardian.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

This is an informational presentation on the role and duties of the offices of the Public Administrator and Public Guardian.

#### FISCAL IMPACT:

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

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### ATTACHMENTS:

- Public Administrator/Public Guardian PowerPoint



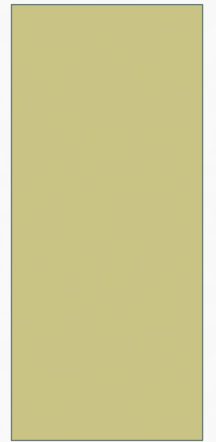
**APPROVALS:**

Darcy Ellis  
Patricia Barton

Created/Initiated - 2/1/2023  
Final Approval - 2/1/2023

OFFICE OF  
PUBLIC ADMINISTRATOR  
PUBLIC GUARDIAN

2023 OVERVIEW



## PUBLIC ADMINISTRATOR

*Elected* pursuant to  
Government Code §24009

Probate  
Decedent Estates

## PUBLIC GUARDIAN

*Appointed* pursuant to  
Government Code §27430  
Ex Officio Officer

Probate  
Investigation and  
Conservatorships

# AUTHORITY

LEGALLY REQUIRED BY STATUTES CALIFORNIA PROBATE CODE

## PUBLIC ADMINISTRATOR

Effective January 1, 2008  
California Probate Code  
Section 7605

## PUBLIC GUARDIAN

Effective January 1, 2010  
California Probate Code  
Section 2923



CALIFORNIA STATE ASSOCIATION OF

PA | PG | PC

CALIFORNIA COURTS  
THE JUDICIAL BRANCH OF CALIFORNIA

# MISSION

Protecting the most vulnerable residents and estates across their lifespan and after death.

- Recognize that the care of the client is a prime responsibility and at all times strive to provide quality services consistent with available resources
- Provide services with respect for the dignity and uniqueness of the client unrestricted by considerations of social or economic status, race, age, sex, color, creed, national origin, religion, sexual orientation, personal attributes, or the nature of mental or medical problems
- Act as advocates in safeguarding client's civil and legal rights
- Safeguard client's rights to privacy by judiciously protecting information of a confidential nature
- Manage estates prudently; with care and good judgment
- Comply, at all times, with existing local, state, and federal laws as a minimum guide for the fulfillment of responsibilities to clients
- Maintain personal integrity, and assume responsibility and accountability for individual judgments and actions, and eliminate any possibility of conflict of interest or appearance of conflict of interest
- Protect, at all times and under all circumstances, the position of trust vested in the Office of the Public Guardian and Public Administrator
- Seek and maintain competence in professional skills
- Cooperate with other entities engaged in, or supportive of, collateral services to promote quality programs

# MANDATED SERVICES PUBLIC GUARDIAN

**The Public Guardian ensures each client's overall well-being by:**

- ❖ Assessing physical, mental, medical, and financial needs
- ❖ Securing appropriate medical care, housing, case management, and money management services
- ❖ Analyzing legal and financial issues, including elder financial abuse
- ❖ Applying for Medicare, private pensions, and other benefits or income
- ❖ Developing a comprehensive plan for both immediate and long-term care
- ❖ Locating all assets and income
- ❖ Managing real and personal property
- ❖ Advocating on their behalf with government agencies, relatives, and other individuals

## **Public Guardian (Probate) Core and Mandates Services**

**Serves adults with cognitive impairments by managing their personal and financial needs.**

- Under the authority of the California Probate Code and the Superior Court, the Public Guardian conducts official investigations into conservatorship matters, and serves as the legally appointed conservator for persons, who have been determined by the Court to be incapable of caring for themselves.
- These are generally older, frail, and vulnerable adults who are at risk or have been a victim of abuse, neglect, or undue influence.
- When appointed conservator, the Public Guardian manages the conservatorship of the person and/or estate. Public conservatorships are established only as a last resort, as determined by the Court. The Court can appoint the Public Guardian as a conservator of the person only, estate only, or both.
- Generally, a Probate Conservatorship does not expire. However, it may be terminated by the Court upon request.
- When appointed conservator of the person, the Public Guardian is responsible for making sure the conservatee has proper food, clothing shelter and health care.

- Depending on the conservatee's ability to understand and make decision, the Public Guardian may receive authority from the Court to make medical decisions for the conservatee.
- When appointed conservator of the estate, the Public Guardian manages the finances of the conservatee who has been found by the Court to be unable to manage them alone or is susceptible to undue influence. The Public Guardian takes control of the conservatee's assets. Collects income, pays debts and taxes, and oversees investment funds.
- Probate Conservatorships are generally created for adults who cannot make their own decisions, manage their finances, or avoid fraud/undue influence without help. Most clients suffer from dementia, traumatic brain injury, or other cognitive impairments.

**Referrals are usually made through Adult Protective Services and may be made directly by a physician, hospital, skilled nursing facility, or the court.**





## The Public Administrator is responsible for:

- ❖ Searching for family members and wills
- ❖ Conducting thorough investigations to discover all of the decedent's assets
- ❖ Arranging for decedents burial and disposition of remains
- ❖ Locating and managing all assets
- ❖ Protecting the decedent's property from waste, loss or theft
- ❖ Monitoring creditor claims
- ❖ Paying the decedent's bills and taxes
- ❖ Administering each estate through distribution to heirs and beneficiaries



## Public Administrator- Core and Mandated Services

- PA serves *the community* by managing the estates of persons who die with or without a will or executor.
- Inyo County Public Administrator is charged with investigating and administering the estates of persons who die with no will or without an appropriate person to act as executor. The Public Administrator must be appointed by the Superior Court to act as executor, administrator, or trustee.
- When no one is acting to administer the estate, the Public Administrator must search for a will and any heirs. If a will is found, the named executor is notified. If no will is found, then the Public Administrator will attempt to contact heirs to manage the estate. If there are no heirs, or the heirs are unable to act, the Public Administrator may administer the estate by following the California Probate Code.



- Referrals to the Public Administrator are made by the coroner, mortuaries, court, skilled nursing facilities, and hospitals.
- The Public Administrator will determine if the case is accepted within 30 days of the referral. During this period, the Public Administrator searches for next of kin, funds for burial, and any assets that may be at risk.
- The Public Administrator must present the court with a detailed accounting of all client assets, debts, and any other relevant facts to administer assets. Small estates that do not require court supervision require up to 18 months for administration. The administration time for full probate cases varies depending on the complexity of the estate.

## Brune Mortuary



# CASE LOAD AND KEY INITIATIVES

## INYO COUNTY PUBLIC GUARDIAN CASELOAD

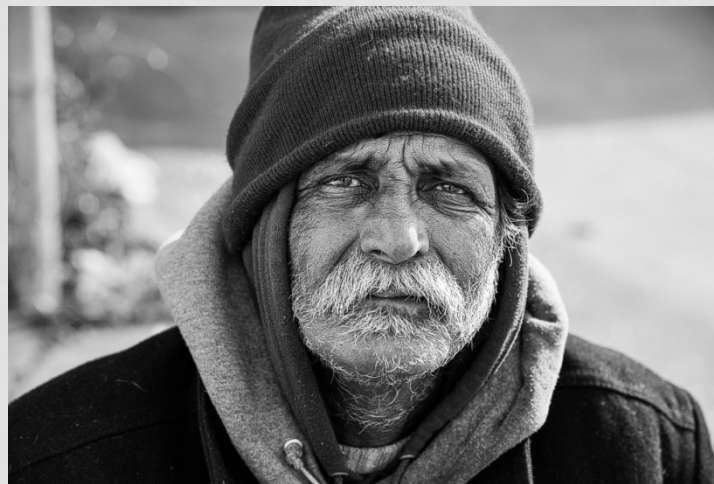
- 4 Person and Estate – 2 living Independently
  - Continued care and oversight on a daily basis
- 2 Proposed Conservatorship matters pending, both of which live independently
  - Set on Superior Court Calendar and effectuate ensuing required Judicial Counsel paperwork and mandated services

## INYO COUNTY PUBLIC CONSERVATOR

- 4 -Formal Probates- All Intestate-1 International \*  
Any assets that do not qualify for a simple transfer process will likely have to go through formal probate. And, if the dead person's property is worth more than \$166,250, none of the exceptions apply. PA must go to court and start a probate case.
- 1- Formal Probate is ready for Final Disposition of Petition, Accounting and Order and distribution of assets to heirs. Fees, if granted, will be deposited into the General Fund and Fees will be paid to County Counsel, also deposited into the General Fund.
- 3-continued heir search and Petition to place on Calendar with Superior Court



- 11- Summary or Small Estates
  - \$61,500 for Affidavit for Succession to Real Property of Small Value- Inyo PA has not had and does not have any estate with Real Property at or below this valuation. PA's authority is by Affidavit of her office
  - Most Inyo PA estates are \$5,000 and or substantially less. PA is required to manage decedent disposition of the cremains of persons that are indigent. PA is required to conduct Next of Kin search and distribution of Tangible Personal Property.



# FEE SCHEDULE PUBLIC GUARDIAN

## INYO COUNTY PUBLIC GUARDIAN FEE SCHEDULE

DESCRIPTION	FEE AMOUNT	UNIT	AUTHORITY
Establishing Probate Conservatorship (Review, Preparation, Filing Court documents, Court Proceedings)	\$650.00	One time/Flat Fee	Probate Codes 2623, 2640, 2942
Bond Fee	\$25.00 Flat Fee + ¼ of 1% of balance over \$10,000.00	Annually	Probate Code 2942 (c)
Probate Accountings (Annual or Biannual)	\$650.00	Annual or Biannual	Superior Court
Attorney (County Counsel)	\$151.00	As incurred	Probate Codes 2623, 2640, 2642, and 2942 and Superior Court
Personal Services	\$200.00 if Acct. Bal. Over \$20,000.00 \$150.00 if Acct. Bal. \$10,000.00-19,000.00 \$50.00 if Acct. Bal. \$5,000.00-\$9,999.00	Monthly	Superior Court
Real and Personal Property Held in Trust or by Public Guardian	6% of gross value	As Needed	Probate Codes 2623, 2643, 2942 and Superior Court
Transportation (Investigations, Court appearances, Transporting of Personal Property to Storage, etc. for convalescents to access private)	Current Rate of 58 Cents per mile	As Needed	Probate Code 2942 (Per Inyo County Travel Policy)
Storage of Personal Property	\$5.00	Monthly	Probate Code 2942
Extraordinary Services	\$75.00	As Incurred	Superior Court

For account balance under \$5,000.00, the standard \$650.00 account fee will be taken in lieu of monthly or other fees provided by Public Guardian.

For account balances over \$20,000.00 an hourly fee will be taken monthly based on number of hours spent.

The Public Guardian will request that accounting fees be deferred in any case in which a conservatee's daily needs cannot be met because of insufficient funds.

# STATUTORY FEE SCHEDULE PUBLIC ADMINISTRATOR

Value of Estate	Compensation
• First \$100,000	4%
• Next \$100,000	3%
• Next \$800,000	2%
• Next \$9 million	1%
• Next \$15 million	1/2%

\*

Although Inyo Public Administrator effects all Judicial Counsel Paperwork, Fees by Statute are equally paid to County Counsel

- Summary Estate, as of 01/01/2023 \$3,000



- 12 deceased Conservatorship matters
  - Complete Judicial Counsel Paperwork and set for Final Accounting and distribution of tangible personal property and collection of fees
- Several fluctuating number of ongoing investigations for Proposed Conservatorships- required to initiate within 72 hours
  - Continue investigations and determine on case by case basis validity of meeting criteria for Probate Conservatorship e.g. LPS Conservatorship? Does not meet Probate Conservatorship criteria but can recommend alternatives to conservatorship.



# PAPG OVERVIEW

Public Administrator Public Guardian often work in Haz-Mat conditions

- Hoarder Estates
- Domiciles and persons saturated in/with urine and feces, both human and animal. Blood born pathogens and caustic particulates



**Public Guardian's** conservatees are persons that have failed every other possible determined solution to manage affairs without Court oversight

Substituted Judgement for healthcare, including end of life decisions, estate and practical **daily** management

**Public Administrator** communicates with heirs throughout proceeding for years and ameliorates heir concerns and extreme emotions

PA is often the reporting party to heirs that a loved one has died.

**PAPG-** Probate Persons and Estates are managed within the means of each individual estate. No County, State or Federal funds are utilized.

# 2023-2024 NEEDS & WANTS

Public Administrator Public Guardian staffing- General Fund

- Fully Certified Department Head- CAPAPG Association Legislative Committee member
- Fully Certified Public Administrator Guardian Assistant Director
- Newly hired, highly qualified PAPG Specialist - BPAR

Need - Continued level of staffing with requested funding for on-call by PAPG Assistant Director 50% of Fiscal Year (133 days)

Upon presentation and approval by the Board, *correct* Elected Department Head Salary as reasoned and presented in “Proposed Salary Adjustment for Elected and Appointed Department Heads and Officials” initially set on Board Agenda June 8, 2021.

# 2023-2024 OBJECTIVES

Present to Superior Court for Final Disposition

- 1-2 Formal Probates and collection of Fees
- Backlog of Final Petition and Reports to Superior Court and collection of Fees for deceased conservatee estates
- Initiate CAPAPGPC membership and Certification of new Hire and comply with mandated continuing education requirements as establish by statute.

Continue professional adherence to California Probate Law in the administration of Probate Conservatorships and Probate Estates

Meet the increasing demands of the aging population of Inyo County with compassion and dignity.



# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 7, 2023

Reference ID:  
2023-4

### Treasurer-Tax Collector: Treasury Status Report - Quarter Ending December 31, 2022 Treasurer-Tax Collector NO ACTION REQUIRED

**ITEM SUBMITTED BY**

Moana Chapman

**ITEM PRESENTED BY**

Alisha McMurtrie, Treasurer

**RECOMMENDED ACTION:**

Receive Treasury Status Report - Quarter Ending December 31, 2022.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purposes of the report are to disclose the following:

- the investments and deposits of the treasury;
- the cost basis and market values of the investments;
- compliance with the County Investment Policy;
- the weighted average of the investments; and
- the projected ability of the treasury to meet the expected expenditure requirements of the treasury's pooled participants for the next six months.

**FISCAL IMPACT:**

<b>Funding Source</b>	NA	<b>Budget Unit</b>	NA
<b>Budgeted?</b>	NA	<b>Object Code</b>	NA
<b>Recurrence</b>	NA		
<b>Current Fiscal Year Impact</b>			
NA			
<b>Future Fiscal Year Impacts</b>			
NA			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Pursuant to Section 53646(g) of the Government Code, copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

**ATTACHMENTS:**

1. 12-31-2022 Treasury Status Report

**APPROVALS:**

Moana Chapman	Created/Initiated - 1/3/2023
Darcy Ellis	Approved - 1/5/2023
Moana Chapman	Approved - 1/17/2023
Alisha McMurtrie	Final Approval - 1/18/2023

COUNTY OF INYO  
TREASURER-TAX COLLECTOR  
168 NORTH EDWARDS STREET  
POST OFFICE DRAWER O  
INDEPENDENCE, CA 93526-0614  
(760) 878-0312 • (760) 878-0311 FAX



ALISHA McMURTRIE  
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors  
FROM: Alisha McMurtrie, Treasurer-Tax Collector  
SUBJECT: Report of the Status of the Inyo County Treasury as of: December 31, 2022  
DATE: January 6, 2023

The following status report of the County Treasury as of 12-31-2022 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from TRACKER, a Division of C2, LLC reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 590 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of:12/31/2022 was \$9,037,346.37 (Principal: \$9,286,694.64 plus Contributions: \$00.00 plus Interest: \$-247,180.23 less Fees: \$-2,168.04)

C: Members of the Inyo County Treasury Oversight Committee



TREASURER'S DAILY RECONCILIATION  
For the Business Day of:  
12/30/2022

**AUDITOR BALANCES:**

Beginning "Claim on Cash in Treasury"	\$203,088,761.52	
Deposit Authorizations	\$643,310.79	
Checks Paid on: 12/29/2022	(\$259,506.13)	
Journal Entry:	(\$786.24)	12/30/22 DARWIN CSD: LN 2018-01 PMT 58 - JE DAR20180158
Outgoing Debits:	(\$1,866,468.52)	12/30/2022 SEE ATTACHED EXHIBIT "A" FOR OUTGOING DEBIT DETAILS
Ending "Claim on Cash in Treasury"	\$201,605,311.42	

**TREASURER BALANCES:**

<b>CASH ON HAND:</b>			
Drawer	\$796.40		
Vault	\$36,748.00		
<b>CHECKS ON HAND:</b>			
Date:			
Date:			
Date:			
<b>BANK ACCOUNTS:</b>			
Union Bank - General Account.	\$4,786,176.75		
Eastern Sierra Community Bank - Gen	\$3,747,902.15		
El Dorado #2107 - Directs Account	\$12,451.23		
El Dorado #9703 - Cash Account	\$101,589.00		
<b>INVESTMENTS:</b>			
		<i>Agency</i>	<i>Limit</i>
Local Agency Investment Fund	\$34,000,000.00		50,000,000
UBS Money Market	\$3,500,000.00	1.74%	of 5.00%
Local Agencies	\$322,308.58	0.16%	of 100.00%
Federal Agencies	\$117,745,000.00	58.40%	of 100.00%
Federal Agencies-Treasury Notes/Bonds	\$9,927,498.43	4.92%	of 100.00%
Commercial Paper	\$11,747,509.99	5.83%	of 15.00%
Corporate Obligation	\$2,000,000.00	0.99%	of 30.00%
CDs	\$7,437,000.00	3.69%	of 30.00%
U.S. Bank Money Market	\$6,567,338.93	3.26%	of 5.00%
Grand TTL Investments	\$193,246,655.93		
<b>NOTES</b>			
Maturities > 1 Year	\$108,520,485.30	53.83%	of 60.00%
<b>GRAND TOTAL TREASURY BALANCE:</b>	<b>\$201,932,319.46</b>		

**RECONCILIATION**

<b>Treasury Over/Short:</b>	\$327,008.04	
<b>Explanation:</b>	(\$3,000,000.00)	12/30/2022 CUSIP # 3134GYAK8 - BUY-TRADE
	\$3,000,000.00	12/30/2022 CUSIP # 3134GYAK8 - SETTLEMENT
	\$86,250.00	12/30/2022 CUSIP # 31846V567 - SETTLEMENT
	\$79,783.06	12/30/2022 AUD PY: PERS - CLASSIC 20
	\$38,714.80	12/30/2022 AUD PY: PERS - CLASSIC 21
	\$10,185.34	12/30/2022 AUD PY: PERS - PEPR 25015
	\$98,831.32	12/30/2022 AUD PY: PERS - PEPR 26010
	\$1,901.78	12/30/2022 PIONEER: PERS - CLASSIC 969
	\$406.12	12/30/2022 PIONEER: PERS - PEPR 27459
	\$10,935.62	12/30/2022 AUD PY: PERS - SIP IRC 457
	(\$35.11)	12/12/2022 SIFPD: WF ACCT. ANALYSIS FEE- NOV. '22 CK #2144
	\$327,008.04	

<b>EXHIBIT "A"</b>	
<b>OUTGOING DEBIT DETAILS</b>	
Aud PY - Independence FPD	(\$30.00)
Aud PY - So Inyo FPD	(\$30.28)
Aud PY - Olancho CSD	(\$38.44)
Aud PY - Big Pine Cemetery Dist.	(\$60.97)
Aud PY - Big Pine FPD	(\$65.00)
Aud PY - Lone Pine FPD	(\$109.29)
Aud PY - Big Pine Cemetery Dist.	(\$173.82)
Aud PY - Independence Cemetery Dist.	(\$223.56)
Aud PY - Lone Pine CSD	(\$288.42)
Aud PY - Independence FPD	(\$309.86)
Aud PY - Pioneer Cemetery Dist.	(\$537.91)
Aud PY - So Inyo FPD	(\$561.44)
Aud PY - Mt. Whitney Cemetery Dist.	(\$604.73)
Aud PY - Big Pine FPD	(\$613.70)
Aud PY - Sierra Highlands CSD	(\$940.76)
Aud PY - Lone Pine FPD	(\$998.67)
Aud PY - CASDU	(\$1,899.29)
Aud PY - Olancho CSD	(\$1,965.66)
Aud PY - Lone Pine CSD	(\$2,215.75)
Aud PY - Pioneer Cemetery Dist.	(\$3,932.56)
Aud PY - Payroll	(\$8,942.45)
Auditor - Personal Payment	(\$14,300.00)
Aud PY - Special District PY	(\$33,209.97)
Aud PY - State Taxes	(\$61,248.54)
Auditor - Corporate Vendor Pmt	(\$125,489.90)
Aud PY - Federal Taxes	(\$323,524.75)
Aud PY - Payroll	(\$927,556.93)
Aud PY - EMPOWER	(\$1,860.00)
Aud PY - VALIC	(\$2,010.00)
Aud PY - ORION	(\$5,350.00)
Aud PY - ICMA-457	(\$7,434.08)
Auditor - Side Fund Debt Svc Pmt	(\$99,183.75)
Aud PY - PERS	(\$79,783.06)
Aud PY - PERS	(\$38,714.80)
Aud PY - PERS	(\$10,185.34)
Aud PY - PERS	(\$98,831.32)
Aud PY - Pioneer Cemetery Dist.	(\$1,901.78)
Aud PY - Pioneer Cemetery Dist.	(\$406.12)
Aud PY - PERS	(\$10,935.62)
<b>TOTAL</b>	<b>(\$1,866,468.52)</b>

**TREASURER'S DAILY RECONCILIATION**

*For the Business Day of*

**12/30/2022**

Prepared and attached by: Jennifer Ellis

Inyo County  
Portfolio Holdings  
Compliance Report | by Investment Policy  
Report Format: By Transaction  
Group By: Asset Category  
Average By: Face Amount / Shares  
Portfolio / Report Group: All Portfolios  
As of 12/31/2022

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
Certificate of Deposit - 30 %								
1ST FINANCIAL BANK USA 0.45 8/19/2025	32022RNT0	8/19/2020	0.450	248,000.00	248,000.00	222,562.64	8/19/2025	962
ALLY BANK 0.9 3/13/2023	02007GMY6	3/12/2020	0.900	248,000.00	248,000.00	246,425.20	3/13/2023	72
AMERICAN COMMERCE BANK 0.9 3/27/2024	02519TBA3	3/27/2020	0.900	248,000.00	248,000.00	236,842.48	3/27/2024	452
BEAL BANK USA (FKA NEVADA) 2.8 7/26/2023	07371DDC8	7/27/2022	2.800	248,000.00	248,000.00	245,750.64	7/26/2023	207
BMO HARRIS BANK NA 2.75 7/21/2023	05600XHF0	7/21/2022	2.750	248,000.00	248,000.00	245,753.12	7/21/2023	202
CAPITAL ONE BANK USA NA 1.1 11/17/2026	14042TDW4	11/17/2021	1.100	248,000.00	248,000.00	217,565.44	11/17/2026	1,417
CAPITAL ONE NA 1.1 11/17/2026	14042RQB0	11/17/2021	1.100	248,000.00	248,000.00	217,565.44	11/17/2026	1,417
CELTIC BANK 1.85 11/27/2024	15118RTC1	11/27/2019	1.850	248,000.00	248,000.00	235,530.56	11/27/2024	697
CENTERSTATE BANK 1.25 4/30/2025	15201QDE4	4/30/2020	1.250	250,000.00	250,000.00	231,687.50	4/30/2025	851
Citibank National SD 3.4 1/9/2024	17312QZ36	1/9/2019	3.400	245,000.00	245,000.00	241,993.85	1/9/2024	374
EAST BOSTON SAVINGS BANK 0.45 8/12/2025	27113PDP3	8/12/2020	0.450	248,000.00	248,000.00	222,934.64	8/12/2025	955
ENERBANK USA 1.8 11/22/2023	29278TMN7	11/27/2019	1.800	248,000.00	248,000.00	241,904.16	11/22/2023	326
FIRST CAROLINA BANK 0.45 8/20/2025	31944MBB0	8/20/2020	0.450	248,000.00	248,000.00	222,537.84	8/20/2025	963
FLAGSTAR BANK 1.15 4/29/2025	33847E3D7	4/29/2020	1.150	245,000.00	245,000.00	226,539.25	4/29/2025	850
GOLDMAN SACHS BANK USA 1.1 11/17/2026	38149MK51	11/17/2021	1.100	248,000.00	248,000.00	217,565.44	11/17/2026	1,417
GREENSTATE CREDIT UNION 0.4 8/18/2023	39573LAP3	8/18/2020	0.400	248,000.00	248,000.00	241,745.44	8/18/2023	230
JPMORGAN CHASE BANK NA 3 7/26/2023-23	46593LDJ5	7/26/2022	3.000	248,000.00	248,000.00	246,105.28	7/26/2023	207
LIVE OAK BANKING COMPANY 1.85 11/27/2024	538036GU2	11/27/2019	1.850	248,000.00	248,000.00	235,530.56	11/27/2024	697
LUANA SAVINGS BANK 0.6 5/8/2025	549104PQ4	5/8/2020	0.600	245,000.00	245,000.00	223,376.30	5/8/2025	859
MEDALLION BANK 1.2 4/30/2024	58404DGU9	4/30/2020	1.200	250,000.00	250,000.00	239,027.50	4/30/2024	486
Morgan Stanley Bank UT 2.65 2/8/2023	61747MJ77	2/8/2018	2.650	248,000.00	248,000.00	247,610.64	2/8/2023	39
MORGAN STANLEY PRIVATE BANK NA 1.9 11/20/2024	61760A3B3	11/27/2019	1.900	248,000.00	248,000.00	235,979.44	11/20/2024	690
NORTHEAST COMMUNITY BANK 0.45 8/20/2025	664122AF5	8/20/2020	0.450	248,000.00	248,000.00	222,537.84	8/20/2025	963
PACIFIC WETERN BANK 1.25 4/30/2025	69506YRL5	4/30/2020	1.250	250,000.00	250,000.00	231,687.50	4/30/2025	851
SAFRA NATIONAL BANK OF NEW YORK 2.9 7/27/2023-23	78658RJV4	7/27/2022	2.900	248,000.00	248,000.00	245,951.52	7/27/2023	208

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
SOMERSET TRUST CO 1 3/19/2025	835104BZ2	3/19/2020	1.000	248,000.00	248,000.00	229,201.60	3/19/2025	809
TEXAS EXCHANGE BANK SSB 2.9 7/21/2023-22	88241TNT3	7/22/2022	2.900	248,000.00	248,000.00	246,020.96	7/21/2023	202
UBS BANK NA 1.1 11/17/2026	90348JW97	11/17/2021	1.100	248,000.00	248,000.00	217,305.04	11/17/2026	1,417
VIRIVA FCU 1.85 11/27/2024	92823NAA9	11/27/2019	1.850	248,000.00	248,000.00	235,530.56	11/27/2024	697
WELLS FARGO BANK NA 3 7/28/2023	949763X43	7/29/2022	3.000	248,000.00	248,000.00	245,998.64	7/28/2023	209
Sub Total / Average Certificate of Deposit - 30 %			1.583	7,437,000.00	7,437,000.00	7,016,767.02		658
Commercial Paper - 15 %								
CREDIT AGRICILE CIB NY 0 2/24/2023	22533UPQ0	6/3/2022	2.309	2,000,000.00	1,966,454.44	1,987,060.00	2/24/2023	55
MUFG BANK LTD 0 4/14/2023	62479MRE5	7/20/2022	3.594	5,000,000.00	4,869,722.22	4,933,800.00	4/14/2023	104
NATIXIX NY 0 2/24/2023	63873KPQ4	6/3/2022	2.443	5,000,000.00	4,911,333.33	4,967,650.00	2/24/2023	55
Sub Total / Average Commercial Paper - 15 %			2.900	12,000,000.00	11,747,509.99	11,888,510.00		75
Coporate Obligation - 30 %								
CITIGROUP GLOBAL MARKETS 3.75 7/20/2023	17330PSX8	7/20/2022	3.750	2,000,000.00	2,000,000.00	1,976,040.00	7/20/2023	201
Sub Total / Average Coporate Obligation - 30 %			3.750	2,000,000.00	2,000,000.00	1,976,040.00		201
Federal Agencies - 100 %								
FFCB 0.44 11/4/2024-21	3133EMFP2	11/4/2020	0.440	3,000,000.00	3,000,000.00	2,774,940.00	11/4/2024	674
FFCB 0.47 1/27/2025-21	3133EMER9	10/27/2020	0.470	3,000,000.00	3,000,000.00	2,751,870.00	1/27/2025	758
FFCB 0.52 10/21/2025-21	3133EMDZ2	10/21/2020	0.520	3,000,000.00	3,000,000.00	2,686,440.00	10/21/2025	1,025
FFCB 0.53 10/22/2025-21	3133EMEC2	10/22/2020	0.530	3,000,000.00	3,000,000.00	2,687,010.00	10/22/2025	1,026
FFCB 0.53 8/12/2025-22	3133EL3P7	8/12/2020	0.530	4,000,000.00	4,000,000.00	3,612,520.00	8/12/2025	955
FFCB 0.55 9/16/2025-21	3133EL7K4	9/16/2020	0.550	5,000,000.00	5,000,000.00	4,505,800.00	9/16/2025	990
FHLB 0.52 1/28/2025-22	3130ANEJ5	7/28/2021	0.520	5,000,000.00	5,000,000.00	4,583,550.00	1/28/2025	759
FHLB 0.55 7/30/2024-20	3130AJUN7	7/30/2020	0.550	3,000,000.00	3,000,000.00	2,802,240.00	7/30/2024	577
FHLB 0.7 3/16/2026-22	3130ALEP5	3/16/2021	0.700	5,000,000.00	5,000,000.00	4,437,300.00	3/16/2026	1,171
FHLB 0.75 1/29/2025-21	3130ALY65	4/29/2021	0.750	2,000,000.00	2,000,000.00	1,842,220.00	1/29/2025	760
FHLB 0.75 6/30/2025-21	3130AMX31	6/30/2021	0.750	3,000,000.00	3,000,000.00	2,726,250.00	6/30/2025	912
FHLB 1 12/30/2024-22	3130AQFN8	12/30/2021	1.000	3,000,000.00	3,000,000.00	2,784,330.00	12/30/2024	730
FHLB 1 12/30/2024-22	3130AQ4Z3	12/30/2021	1.000	3,000,000.00	3,000,000.00	2,791,650.00	12/30/2024	730
FHLB 1 6/30/2026-21	3130AMT28	6/30/2021	1.000	4,000,000.00	4,000,000.00	3,553,680.00	6/30/2026	1,277
FHLB 1 9/30/2024-22	3130AQD59	12/30/2021	1.000	5,000,000.00	5,000,000.00	4,673,650.00	9/30/2024	639
FHLB 1.2 12/22/2025-22	3130AQ5D1	12/22/2021	1.200	4,000,000.00	4,000,000.00	3,631,560.00	12/22/2025	1,087
FHLB 1.2 4/28/2026-21	3130ALXP4	4/28/2021	1.200	2,000,000.00	2,000,000.00	1,797,980.00	4/28/2026	1,214
FHLB 1.55 12/22/2026-22	3130AQ5C3	12/22/2021	1.550	3,000,000.00	3,000,000.00	2,684,820.00	12/22/2026	1,452
FHLB Step 6/16/2026-21	3130AMR46	6/16/2021	8.316	3,000,000.00	3,000,000.00	2,678,370.00	6/16/2026	1,263
FHLMC 0.25 6/26/2023	3137EAES4	7/25/2022	3.084	10,000,000.00	9,745,000.00	9,793,600.00	6/26/2023	177

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
FHLMC 0.6 11/12/2025-21	3134GXBM5	11/17/2020	0.600	3,000,000.00	3,000,000.00	2,677,140.00	11/12/2025	1,047
FHLMC 0.6 9/30/2025-21	3134GWTG1	9/30/2020	0.600	5,000,000.00	5,000,000.00	4,499,750.00	9/30/2025	1,004
FHLMC 0.62 12/1/2025-21	3134GXDM3	12/1/2020	0.620	4,000,000.00	4,000,000.00	3,579,960.00	12/1/2025	1,066
FHLMC 0.625 8/19/2025-21	3134GWQN9	8/19/2020	0.625	3,000,000.00	3,000,000.00	2,712,180.00	8/19/2025	962
FHLMC 0.625 9/23/2025-20	3134GWP75	9/23/2020	0.625	5,000,000.00	5,000,000.00	4,507,000.00	9/23/2025	997
FHLMC 5 12/26/2025-23	3134GYAK8	12/30/2022	5.000	3,000,000.00	3,000,000.00	2,995,140.00	12/26/2025	1,091
FNMA 0.55 11/4/2025-22	3135GA2N0	11/4/2020	0.550	5,000,000.00	5,000,000.00	4,475,750.00	11/4/2025	1,039
FNMA 0.56 8/21/2025-23	3136G4N74	8/21/2020	0.560	3,000,000.00	3,000,000.00	2,709,780.00	8/21/2025	964
FNMA 0.58 10/28/2025-22	3135GA2A8	11/17/2020	0.580	3,000,000.00	3,000,000.00	2,689,650.00	10/28/2025	1,032
FNMA 0.625 7/21/2025-22	3136G4ZJ5	7/21/2020	0.625	4,000,000.00	4,000,000.00	3,629,160.00	7/21/2025	933
FNMA 0.7 7/21/2025-21	3136G4ZG1	7/21/2020	0.700	4,000,000.00	4,000,000.00	3,628,480.00	7/21/2025	933
Sub Total / Average Federal Agencies - 100 %			1.217	118,000,000.00	117,745,000.00	107,903,770.00		902
Local Agency Investment Fund - \$ 50M								
LAIF LGIP	LAIF4000	9/30/2018	2.173	34,000,000.00	34,000,000.00	34,000,000.00	N/A	1
Sub Total / Average Local Agency Investment Fund - \$ 50M			2.173	34,000,000.00	34,000,000.00	34,000,000.00		1
Treasury Notes   Bonds - 100 %								
T-Bill 0 6/15/2023	912796X53	7/8/2022	2.703	2,000,000.00	1,950,600.00	1,959,680.00	6/15/2023	166
T-Note 1.625 4/30/2023	912828R28	5/11/2022	2.007	5,000,000.00	4,981,750.00	4,953,500.00	4/30/2023	120
T-Note 2.75 5/31/2023	9128284S6	6/16/2022	2.921	3,000,000.00	2,995,148.43	2,977,740.00	5/31/2023	151
Sub Total / Average Treasury Notes   Bonds - 100 %			2.420	10,000,000.00	9,927,498.43	9,890,920.00		138
U.S. Bank Money Market - 5%								
U.S. Bank MM	MM331846V567	8/3/2021	4.060	6,567,338.93	6,567,338.93	6,567,338.93	N/A	1
Sub Total / Average U.S. Bank Money Market - 5%			4.060	6,567,338.93	6,567,338.93	6,567,338.93		1
UBS Money Market - 5 %								
UBS Financial MM	MM9591	6/30/2018	4.040	3,500,000.00	3,500,000.00	3,500,000.00	N/A	1
Sub Total / Average UBS Money Market - 5 %			4.040	3,500,000.00	3,500,000.00	3,500,000.00		1
Total / Average			1.739	193,504,338.93	192,924,347.35	182,743,345.95		590

COUNTY OF INYO  
PARS OPEB Trust Program

Account Report for the Period  
12/1/2022 to 12/31/2022

Nathan Greenberg  
County Administrative Officer  
County of Inyo  
P.O. Drawer N  
Independence, CA 93526

### Account Summary

Source	Beginning Balance as of 12/1/2022	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 12/31/2022
OPEB	\$9,286,694.64	\$0.00	-\$247,180.23	\$2,168.04	\$0.00	\$0.00	\$9,037,346.37
<b>Totals</b>	<b>\$9,286,694.64</b>	<b>\$0.00</b>	<b>-\$247,180.23</b>	<b>\$2,168.04</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9,037,346.37</b>

### Investment Selection

Source	
OPEB	Moderate HighMark PLUS

### Investment Objective

Source	
OPEB	The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

### Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	-2.66%	4.62%	-14.71%	1.80%	3.58%	5.56%	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

**Commissioners**  
**Samantha Murray**, President  
La Jolla  
**Erika Zavaleta**, Vice President  
Santa Cruz  
**Jacque Hostler-Carmesin**, Member  
McKinleyville  
**Eric Sklar**, Member  
Saint Helena  
**Anthony Williams**, Member  
Huntington Beach

STATE OF CALIFORNIA  
Gavin Newsom, Governor

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

## Fish and Game Commission



*Wildlife Heritage and Conservation  
Since 1870*

### **REVISED\*** MEETING AGENDA February 8-9, 2023

#### **Participate in Person**

**Natural Resources Headquarters Building  
715 P Street, Auditorium  
Sacramento, CA 95814**

#### **Participate via Webinar/Teleconference**

***The meeting will be live streamed; visit <http://www.fgc.ca.gov> the day of the meeting to watch or listen. To provide public comment during the meeting, please join at an in-person location, via Zoom, or by telephone; [click here](#) for instructions on how to join.***

Pursuant to California Government Code Section 11133, the California Fish and Game Commission is conducting this meeting by webinar/teleconference in addition to the in-person location. Commission members may 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.

**\* This agenda is revised to amend items 8(A), 17(B), 19(B) and 21.**

**Note: See important meeting deadlines and procedures, including written public comment deadlines, starting on page 10. Unless otherwise indicated, the California Department of Fish and Wildlife is identified as Department.**

**Invitation: The Commission invites members of the public to join commissioners and staff for a field trip currently under development that will take place in conjunction with the meeting. Details will be available in advance of the Commission meeting. Members of the public are welcome to join but must provide their own transportation.**

**DAY 1 – February 8, 2023, 8:30 AM**

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#### **CALL TO ORDER/ROLL CALL TO ESTABLISH QUORUM**

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**1. Consider approving agenda and order of items**

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## COMMISSION ELECTIONS AND COMMITTEE ASSIGNMENTS

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**2. Election of Commission president and vice president**

The commissioners annually elect one of their number as president and one as vice president, by a concurrent vote of at least three commissioners.  
(Pursuant to Section 102, Fish and Game Code)

**3. Committee assignments**

The Commission forms three committees from its membership, consisting of at least one commissioner: Marine Resources Committee, Wildlife Resources Committee, and Tribal Committee.  
(Pursuant to sections 105, 106 and 106.5, Fish and Game Code)

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## GENERAL PUBLIC COMMENT

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**4. 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.

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).

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## CONSENT ITEMS

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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.

**5. Shasta snow-wreath**

Consider ratifying findings on the decision to list Shasta snow-wreath (*Neviusia cliftonii*) as endangered under the California Endangered Species Act (CESA).  
(Pursuant to Section 2075.5, Fish and Game Code)

**6. Greater sage-grouse**

Consider approving the Department's request for a 30-day extension to review the petition to list greater sage-grouse (*Centrocercus urophasianus*) as a threatened or endangered species under CESA.  
(Pursuant to Section 2073.5(b), Fish and Game Code)

**7. Electronic display of licenses via mobile application**

Consider adopting regulations to enable the Department to accept electronic display of licenses on a Department mobile application, consistent with Assembly Bill 817 (Chapter 607, Statutes of 2021).  
(Amend Section 700.4, Title 14, CCR)



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## DISCUSSION AND ACTION ITEMS

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### 8. **Commission executive director and Department reports**

Receive updates on items of note since the previous Commission meeting.

#### (A) ***Commission executive director's report***

- I. Update on planning and coordination for reviewing Commission policies
- II. Progress on the justice, equity, diversity and inclusion plan
- III. Public notice that a greater sage-grouse CESA petition was received
- IV. Annual report regarding necropsies on mountain lions taken under 2022 depredation permits

#### (B) ***Department director and Department Law Enforcement Division***

### 9. **Western Joshua tree**

Consider the petition, the Department's status review report, and comments received to potentially determine whether listing western Joshua tree (*Yucca brevifolia*) as threatened under CESA is warranted.

(Pursuant to sections 2075 and 2075.5, Fish and Game Code)

Note: At is October 12-13, 2022 meeting, the Commission closed the public hearing and administrative record for the Commission's decision, except for input from and consultation with tribal governments, and continued deliberation to this meeting. The Commission is not expected to take any further comment on this item other than from tribal governments.

Note: Findings will be adopted at a future meeting.

### 10. **Central Valley sport fishing**

Consider authorizing publication of notice of intent to amend central valley sport fishing regulations.

(Amend subsections 7.40(b)(4), (43), (66) and (80), Title 14, CCR)

### 11. **Klamath River Basin sport fishing**

Consider authorizing publication of notice of intent to amend Klamath River Basin sport fishing regulations.

(Amend Section 5.87 and subsection 7.40(b)(50), Title 14, CCR)

### 12. **Waterfowl hunting**

Discuss proposed amendments to waterfowl hunting regulations.

(Amend Section 502, Title 14, CCR)

### 13. **Elk hunting**

Discuss proposed amendments to elk hunting regulations.

(Amend sections 364 and 364.1, Title 14, CCR)

### 14. **Bighorn sheep hunting**

Discuss proposed amendments to bighorn sheep hunting regulations.

(Amend Section 362, Title 14, CCR)

### 15. **Game fish contests**

Consider approving sufficiently related changes to the regulations adopted by the Commission on June 16, 2022 for game fish contests.

(Amend Section 230, Title 14, CCR)

- 16. Department update on in-river salmon**  
Receive Department presentation and discuss in-river salmon needs and threats.
- 17. Regulation change petitions (wildlife and inland fisheries)**
- (A) ***New petitions***  
Receive new petitions for regulation change.  
(Pursuant to Section 662, Title 14, CCR)  
*Consideration of whether to grant, deny, or refer for additional review is expected to be scheduled for the April 19-20, 2023 meeting.*
- (B) ***Previously received petitions***  
Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Petitions granted today will be added to the Commission's rulemaking calendar for development and future consideration.  
(Pursuant to Section 662, Title 14, CCR)
- I. *Petition 2021-007*: Request to revise authorized methods of take and designation for wild pig.
- II. *Petition 2021-017*: Request to make various changes to big game hunting regulations.
- III. *Petition 2022-18*: Request to delay season start dates for deer hunting.
- 18. Non-regulatory requests from previous meetings (wildlife and inland fisheries)**  
Consider and potentially act on wildlife and inland fisheries non-regulatory requests submitted by members of the public at previous meetings.
- 19. Committee and Department reports**  
Receive updates on items of note since the previous Commission meeting from Commission committees and Department divisions.
- (A) ***Wildlife Resources Committee***  
Receive summary and consider approving recommendations from the January 11-12, 2023 committee meeting. Discuss referred topics and consider revisions to topics and timing.
- (B) ***Department Wildlife and Fisheries Division, and Department Ecosystem Conservation Division***
- I. Update on Clear Lake hitch efforts
- II. Annual report regarding Camp Roberts, Camp Pendleton, and Fort Hunter Liggett deer and elk hunts.

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**CALL TO ORDER/ROLL CALL TO ESTABLISH QUORUM**

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**GENERAL PUBLIC COMMENT**

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**20. 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.

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.

**21. Kelp Harvest**

**(A) Kelp harvest plan**

Consider approving a six-month extension of The Cultured Abalone Farm, LLC’s current five-year kelp harvest plan (2018-2023).  
(Pursuant to subsections 165(c) and 165.5(b)(2), Title 14, CCR)

**(B) Administrative kelp bed lease**

Consider approving a six-month extension of The Cultured Abalone Farm, LLC’s existing lease for Administrative Kelp Bed 26 in Santa Barbara County.  
(Pursuant to Section 165.5, Title 14, CCR)

**22. Recreational hoop net regulations**

Consider adopting a 90-day extension of emergency regulations to amend and clarify hoop net regulations in order to minimize entanglement risk of federally-protected species and to expand the current identification requirement in effect south of Pt. Arguello, Santa Barbara County, to apply statewide.  
(Amend subsection 29.80(b), Title 14, CCR)

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**DISCUSSION AND ACTION ITEMS**

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**23. Marine protected areas decadal management review**

Receive a presentation from the Department on the first decadal management review report for the statewide network of marine protected areas.

- 24. Commercial and recreational take of California spiny lobster and recreational hoop net requirements for take of crustaceans**  
Discuss proposed amendments to regulations for (a) commercial and recreational take of California spiny lobster, and (b) recreational hoop net requirements for take of crustaceans.  
(Amend sections 29.80, 29.90, 29.91, 121, 121.5, 122, 122.1, 122.2 and 705, Title 14, CCR)
- 25. Commercial kelp harvest permit**  
Consider approving the renewal of Lance (Jeff) Maassen’s kelp harvest permit for commercial harvest of *Sargassum horneri* and consider adding a new harvesting site at Catalina Island, Los Angeles County.  
(Pursuant to subsection 165(f)(1), Title 14, CCR)
- 26. Experimental fishing permit (EFP) application**  
Receive, consider, and potentially act on an application submitted by Bart Chadwick, the Department’s recommendations, and comments received for an EFP to test the commercial use of timed and acoustic release pop-up gear systems developed by Sub Sea Sonics in the California Dungeness crab fishery.  
(Pursuant to Section 91, Title 14, CCR)
- 27. Regulation change petitions (marine)**
- (A) ***New petitions***  
Receive new petitions for regulation change.  
(Pursuant to Section 662, Title 14, CCR)  
*Consideration of whether to grant, deny, or refer for additional review is expected to be scheduled for the April 19-20, 2023 meeting.*
- (B) ***Previously received petitions***  
Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Petitions granted today will be added to the Commission’s rulemaking calendar for development and future consideration.  
(Pursuant to Section 662, Title 14, CCR)
- I. *Petition 2022-17*: Request to amend the number and type of buoys required for recreational crab traps.
- 28. Non-regulatory requests from previous meetings (marine)**  
Consider and potentially act on marine non-regulatory requests submitted by members of the public at previous meetings.
- 29. Committee and Department reports**  
Receive updates on items of note since the previous Commission meeting from Commission committees and Department divisions.
- (A) ***Marine Resources Committee***  
Discuss referred topics and consider revisions to topics and timing. Consider approving draft agenda topics for the next committee meeting on March 14 and 16, 2023.

(B) ***Department Marine Region***

- I. Outcomes of International Pacific Halibut Commission annual meeting held January 23-27, 2023
- II. Update and public discussion on Department actions during the recreational Dungeness crab fishing season to protect humpback whales, blue whales, and/or Pacific leatherback sea turtles (Pursuant to Section 29.80)

(C) ***Tribal Committee***

Discuss referred topics and consider revisions to topics and timing. Consider approving draft agenda topics for the next committee meeting on April 18, 2023.

- I. Tribal Subsistence Harvest Workgroup structure and process

**30. Commission administrative items**

(A) ***Legislation and other agency regulations***

(B) ***Rulemaking timetable updates***

(C) ***Future meetings – April 19-20, 2023 and 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. The Ballona Wetlands Land Trust v. California Fish and Game Commission (Ballona Wetlands Ecological Reserve petition for regulation change)
  - II. Fall River Conservancy and California Trout v. California Fish and Game Commission and California Department of Fish and Wildlife (California Environmental Quality Act determination regarding amendments to inland trout regulations)
  - III. United Water Conservation District v. California Fish and Game Commission (southern California steelhead “may be warranted” determination under the California Endangered Species Act and regulation authorizing limited take under Fish and Game Code Section 2084)
  - IV. Crowe v. California Fish and Game Commission (suspension of a commercial fishing license and a lobster operator permit)
- (B) Possible litigation involving the Commission
- (C) Staffing
- (D) Deliberation and action on license and permit items
  - I. Consider the proposed decision in Agency Case No. 15ALJ07-FGC, the accusation filed against Aaron Lance Newman regarding revocation of sport fishing and hunting privileges.

## California Fish and Game Commission Meeting Schedule

**Note: As meeting dates and locations can change, please visit [www.fgc.ca.gov](http://www.fgc.ca.gov) for the most current list of meeting dates and locations. All Commission meetings will include a webinar/teleconference option for attendance and every effort will be made to ensure that committee meetings include the same.**

Meeting Date	Commission Meeting	Committee Meeting
March 14 and 16		<b>Marine Resources</b> Monterey
April 18		<b>Tribal</b> Fresno/Bakersfield area
April 19-20	Fresno/Bakersfield area	
May 17	Teleconference – Sacramento	
May 17		<b>Wildlife Resources</b> Monterey/Santa Cruz area
June 14-15	CalEPA Headquarters Building Coastal Hearing Room, 2 <sup>nd</sup> Floor 1001 I Street Sacramento	
July 20		<b>Marine Resources</b> Sonoma/San Francisco Bay area
August 21		<b>Tribal</b> Smith River area/North coast
August 22-23	Smith River area/North coast	
September 21		<b>Wildlife Resources</b> Chico area
October 11-12	San Jose area	
November 16		<b>Marine Resources</b> San Diego area
December 12		<b>Tribal</b> San Diego area
December 13-14	San Diego area	

## **Other Meetings of Interest**

### **Association of Fish and Wildlife Agencies**

- September 23-27; 2023 – Calgary, Alberta, Canada

### **Pacific Fishery Management Council**

- March 2023 – Seattle, WA
- April 2023 – Foster City, CA
- June 2023 – Vancouver, WA
- September 2023 – Spokane, WA
- November 2023 – Garden Grove, CA

### **Pacific Flyway Council**

- March 21, 2023 – St. Louis, MO
- August 2023 – Location TBD

### **Western Association of Fish and Wildlife Agencies**

- July 9-14, 2023 – Santa Fe, NM

### **Wildlife Conservation Board**

- February 16, 2023 – Sacramento, CA
- May 25, 2023 – Sacramento, CA
- August 24, 2023 – Sacramento, CA
- November 16, 2023 – Sacramento, CA



## Important Commission Meeting Procedures Information

### Welcome to a Meeting of the California Fish and Game Commission

This year marks the 153rd 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](mailto:EEO@wildlife.ca.gov). Accommodation requests for facility and/or meeting accessibility and requests for American Sign Language 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](http://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](mailto: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, 16<sup>th</sup> Floor, Sacramento, CA 95814 (you must call at least one business day 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 January 26, 2023**. 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 February 3, 2023**. Comments received by this deadline will be made available to Commissioners at the meeting.

Written comments will not be accepted after the supplemental comment deadline.

### 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 be delivered by the **Supplemental Comment Deadline** (or delivered in person at the meeting during the regulation change petitions agenda item). 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 in-person**, please complete a “speaker card” and provide it to the designated staff member before the agenda item is announced. Please complete one speaker card per item. Cards will be available near the entrance of the meeting room.

**To speak on an agenda item by webinar/teleconference**, 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. In-person speakers will be identified in groups; please line up when your name is called. Speakers by webinar/teleconference will be identified by your Zoom display name or last three digits of your phone number; please pay attention to when your name or number is called.
2. When addressing the Commission, please 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. The presiding commissioner may allow up to five minutes to an individual speaker if a minimum of three individuals who are present when the agenda item is called have ceded their time to the designated spokesperson, and the individuals ceding time forfeit their right to speak to the agenda item.
  - b. In-person participants ceding their time shall complete a speaker card and approach the staff table with the spokesperson so that staff may confirm the presence of those ceding their time. If you are participating via Zoom and ceding your time to another speaker, please notify the Commission at [fgc@fgc.ca.gov](mailto:fgc@fgc.ca.gov) prior to the start of the agenda item, including to whom you are ceding your time, and be present on Zoom during the agenda item.
  - c. 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.
  - d. An individual requiring an interpreter is entitled to at least twice the allotted time pursuant to Government Code Section 11125.7(c).

- e. An individual may receive additional time to speak to an agenda item at the request of any commissioner.

***Agenda items may be heard in any order and on either day pursuant to the discretion of the presiding 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](mailto:fgc@fgc.ca.gov). If the presentation file is too large to send via email, contact staff to identify an alternative method for submitting the file.
2. All electronic formats must be Windows PC compatible.
3. If presenting at the in-person meeting location, it is recommended that a print copy of any electronic presentation be submitted in case of technical difficulties.

**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 265 and 355 of the Fish and Game Code and to implement, interpret or make specific sections 265, 355 and 356 of said Code, proposes to amend Section 502, Title 14, California Code of Regulations, relating to waterfowl, migratory, American coot and common moorhen (common gallinule).

**Informative Digest/Policy Statement Overview**

Current regulations in Section 502, Title 14, California Code of Regulations (CCR), provide definitions, hunting zone descriptions, season opening and closing dates, and daily bag and possession limits for hunting of waterfowl. The proposed Frameworks for the 2023-24 season were approved by the four regional Flyway councils in August and at the U.S. Fish and Wildlife Service (Service's) Regulations Committee meeting in October. The Frameworks allow for a liberal duck season which includes: a 107-day season; a 7 daily duck limit including 7 mallards but only 2 hen mallards, 1 pintail, 2 canvasback, 2 redheads, and 2 scaup (during an 86-day season); and closing no later than January 31. The duck daily bag limits and season length, as well as the season lengths for geese, are provided as ranges below, to allow the Commission flexibility in determining the final regulations.

A range of season length and bag limit (zero bag limit represents a closed season) are also provided for black brant. The range is necessary, as the black brant Framework cannot be determined until the Pacific Flyway Winter Brant Survey is conducted in January 2023. The black brant regulatory package is determined by the most current Winter Brant Survey, rather than the prior year survey. The proposed season length and bag limit will be updated per the Black Brant Harvest Strategy pending results of the January 2023 survey. See the Summary of Proposed Waterfowl Hunting Regulations for 2023-24 table, below.

Lastly, Federal regulations provide that California's hunting regulations shall conform to those of Arizona in the Colorado River Zone and those of Oregon in the North Coast Special Management Area.

The Department recommended changes to Section 502 are:

- 1) Increase the duck season length to 103 days in subsection 502(d)(2)(B) for the Southern San Joaquin Valley Zone, in subsection 502(d)(3)(B) for the Southern California Zone, and in subsection 502(d)(5)(B) for the Balance of State Zone.
- 2) Increase the goose season length to 103 days in subsection 502(d)(2)(B) for the Southern San Joaquin Valley Zone and in subsection 502(d)(3)(B) for the Southern California Zone.
- 3) Combine the Youth and Veterans and Active Military Personnel waterfowl hunting days in subsections 502(e)(1)(B) and 502(f)(1)(B) for the Northeastern California, Southern San Joaquin Valley, Southern California and Balance of State zones.
- 4) Allow up to two days of falconry-only season in subsection 502(g)(1)(B) for the Northeastern California, Southern San Joaquin Valley, Southern California and Balance of State zones.

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

### Benefits of the regulations

The benefits of the proposed regulations are consistency with federal law and the sustainable management of the state's waterfowl resources. Continued benefits to jobs and/or businesses that provide services to waterfowl hunters will be realized with the continued adoption of waterfowl hunting seasons in 2023-24.

### Evaluation of incompatibility with existing regulations

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

A summary of proposed waterfowl hunting regulations for 2023-24 in table format is available in the Initial Statement of Reasons.

## Public Participation

### Comments Submitted by Mail or Email

It is requested, but not required, that written comments be submitted on or before April 6, 2023 at the address given below, or by email to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). Written comments mailed, or emailed to the Commission office, must be received before 12:00 noon on April 14, 2023. 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.

### Meetings

**NOTICE IS GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Natural Resources Headquarters Building Auditorium, 715 P Street, Sacramento, CA 95814, which will commence at 8:30 a.m. on Wednesday, February 8, 2023, and may continue at 8:30 a.m. on Thursday, February 9, 2023, or as soon thereafter as the matter may be heard. This meeting will also include the opportunity to participate via webinar/teleconference. Instructions for participation in the webinar/teleconference hearing will be posted at [www.fgc.ca.gov](http://www.fgc.ca.gov) in advance of the meeting or may be obtained by calling 916-653-4899. Please refer to Commission meeting agenda, which will be available at least 10 days prior to the meeting, for the most current information.

**NOTICE IS ALSO GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a webinar/teleconference hearing which will commence at 8:30 a.m. on Wednesday, April 19, 2023, and may continue at 8:30 a.m., on Thursday, April 20, 2023. Instructions for participation in the webinar/teleconference hearing will be posted at [www.fgc.ca.gov](http://www.fgc.ca.gov) in advance of the meeting or may be obtained by calling 916-653-4899. Please refer to Commission meeting agenda, which will be available at least 10 days prior to the meeting, for the most current information.

## Availability of Documents

Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikethrough format can be accessed through the Commission website at [www.fgc.ca.gov](http://www.fgc.ca.gov). The regulations as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Melissa Miller-Henson, 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 Maurene Trotter at [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov) or at the preceding address or phone number. **Melanie Weaver, Senior Environmental Scientist, Department of Fish and Wildlife, (916-502-1139 or [Melanie.Weaver@wildlife.ca.gov](mailto:Melanie.Weaver@wildlife.ca.gov)) has been designated to respond to questions on the substance of the proposed regulations.**

## Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 355 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in sections 11343.4, 11346.4, 11346.8 and 11347.1 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

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

## Impact of Regulatory Action/Results of the Economic Impact Assessment

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

- (a) Significant Statewide Adverse Economic Impact Directly Affecting 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.

The proposed regulations are expected to maintain a similar level of recreational waterfowl hunting opportunity for the public. Shifting days for general duck season affects available days for falconry-only seasons, which must also be adjusted annually so total season length does not exceed 107 days.

- (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 waterfowl regulations will set the 2023-24 waterfowl hunting season dates and bag limits within the federal Frameworks. A total hunting season length of 107 days and shifts in days amongst the season types suggest that the number of hunter-days remains similar to that in previous years, with little to no impacts to jobs and/or businesses that provide services to waterfowl hunters. The Commission anticipates that the proposed 2023-24 waterfowl hunting regulations provide benefit for the health and welfare of California residents by providing opportunity for outdoor activity. The Commission expects no benefits to worker safety but does expect benefit to the environment in that setting these regulations facilitates maintenance of sufficient waterfowl populations and their habitats while providing for the public's beneficial use and enjoyment. The most recent Service National Survey of Fishing, Hunting, and Wildlife-Associated Recreation for California estimated that migratory bird hunters contributed about \$169 million to the state economy during the 2011 migratory bird hunting season. However, minor variations in hunting regulations such as the ones proposed for waterfowl are, by themselves, unlikely to provide notable economic stimulus to the state. Businesses that support waterfowl hunting are generally small businesses employing a few individuals and, like all small businesses, are subject to failure for a variety of causes. The long-term intent of the proposed regulations is to sustainably manage waterfowl populations, and consequently, the long-term viability of the same small businesses.

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

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

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

None.

- (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

Dated: 1/10/2023

Melissa Miller-Henson  
Executive Director



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

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 203, 203.1, 265, 332 and 1050 of the Fish and Game Code and to implement, interpret, or make specific sections 332, 1050, 1570, 1571, 1572, 1573 and 1574 of said Code, proposes to amend Sections 364 and 364.1 of Title 14, California Code of Regulations related to elk hunting.

Informative Digest/Policy Statement Overview

Current regulations in Section 364 provide definitions, hunting zone descriptions, season opening and closing dates, methods of take (e.g., general methods, archery only, muzzleloader only), tag designations (e.g., bull, spike bull, antlerless, and either-sex), tag quotas (total number of hunting tags to be made available), and bag and possession limits for elk hunting. Section 364.1 provides season opening and closing dates, methods of take, tag designations, tag quotas, and bag and possession limits for elk hunting administered through the SHARE hunt program. Individuals are awarded an elk hunting tag through the Department's Big Game Drawing or SHARE hunt program drawing.

Harvest of an elk is authorized for an individual awarded a tag for a respective hunt zone or SHARE property and season. Tag quotas are established based on a variety of factors including population density and abundance, age and sex composition, elk distribution, and human-elk conflict levels, among other population objectives, factors, and considerations. The Department has identified the following areas where increased public elk hunting opportunities are feasible and support achievement of population objectives:

Tejon Rocky Mountain Elk Management Unit. Currently there is no hunt zone established which authorizes public elk harvest in the Tejon Rocky Mountain Elk Management Unit

Bear Valley and Cache Creek Tule Elk Hunt Zones. Current (2022) public tag quota for these zones are 1 antlerless tag and 2 bull tags (Bear Valley), and 1 apprentice bull tag, 2 antlerless tags, and 2 bull tags (Cache Creek).

Siskiyou Roosevelt Elk Hunt Zone. Current (2022) public tag quota for the Siskiyou Hunt Zone is 20 antlerless tags and 20 bull tags. The bull and antlerless hunt periods are concurrent.

Northwestern Roosevelt Elk Hunt Zone. Current (2022) public tag quota for the Northwestern Hunt Zone is 15 antlerless tags, 3 bull tags, and 3 either-sex tags.

La Panza Tule Elk Hunt Zone and Central Coast Tule Elk Management Unit. Current (2022) public tag quotas for the La Panza Hunt Zone is 1 apprentice antlerless tag, 11 antlerless tags across two hunt periods (5 and 6 tags, respectively), and 12 bull tags across two hunt periods (6 and 6, respectively). There is currently no authorized public elk harvest in the Central Coast Tule Elk Management Unit.

The proposed regulatory changes will:

Siskiyou Roosevelt Elk Hunt Zone. Set public tag quota for the Siskiyou Hunt Zone to 20 bull tags and 30 antlerless tags. Shift the bull season from September to October.

Northwestern Roosevelt Elk Hunt Zone. Set public tag quota for the Northwestern Hunt Zone to 25 bull tags, 15 antlerless tags, and 3 either-sex tags.

Bear Valley and Cache Creek Tule Elk Hunt Zones. Modify adjacent Hunt Zone boundaries to bound demographically and genetically interacting populations.

The goals and benefits of the regulations are to help achieve management objectives related to current environmental, biological, and social conditions related to relevant elk populations.

Tejon Rocky Mountain Elk Management Unit. Create a Tehachapi Rocky Mountain Elk Hunt Zone and General Methods Hunt, with tag allowances set at 5 bull and 10 antlerless.

La Panza Tule Elk Hunt Zone and Central Coast Tule Elk Management Unit. Decrease the size of the La Panza Hunt Zone, create a new Gabilan Tule Elk Hunt Zone, and create a new Central Coast Tule Elk Zone, which incorporates the existing Camp Roberts Tule Elk Management Unit. For each of the new Hunt Zones, create a General Methods Hunt, with tag allowances set at: 6 bull and 5 antlerless (La Panza Period 1), 6 bull and 5 antlerless (La Panza Period 2), 10 bull and 10 antlerless (Central Coast), and 4 bull and 6 antlerless (Gabilan).

The Department is proposing changes to the following regulations in Title 14, CCR:

- Section 364. Elk Hunts, Seasons, and Number of Tags
- Section 364.1. Department Administered Shared Habitat Alliance for Recreational Enhancement (SHARE) Elk Hunts

## **Benefit of the Regulations:**

The proposed regulatory action is designed to help achieve management objectives related to current environmental, biological, and social conditions, as outlined in the Elk Conservation and Management Plan.

## **Consistency and Compatibility with Existing Regulations:**

Article IV, Section 20 of the State Constitution specifies that the Legislature may delegate to Commission such powers relating to the protection and propagation of fish and game as the Legislature sees fit. Commission staff has searched the California Code of Regulations and has found no other state regulations that address the definitions, hunting zone descriptions, season opening and closing dates, methods of take (e.g., general methods, archery only, muzzleloader only), tag designations (e.g., bull, spike bull, antlerless, and either-sex), tag quotas (total number of hunting tags to be made available), and bag and possession limits for elk hunting. The Commission has reviewed its own regulations and finds that the proposed regulations are consistent with other big game mammal regulations in Title 14, CCR, and therefore finds 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 hearing to be held at the **California Natural Resources Agency Headquarters 1<sup>st</sup> Floor Auditorium, 715 P Street, Sacramento, California, 95814** commencing at **8:30 a.m. on Wednesday, February 8, 2023**, and may continue at **8:30 a.m. on Thursday, February 9, 2023**. This meeting will also include the opportunity to participate via webinar/teleconference. Instructions for participation in the webinar/teleconference hearing will be posted at [www.fgc.ca.gov](http://www.fgc.ca.gov) in advance of the meeting or may be obtained by calling 916-653-4899. Please refer to Commission meeting agenda, which will be available at least 10 days prior to the meeting, for the most current information.

**NOTICE IS ALSO GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a webinar/teleconference will commence at **8:30 a.m. on Wednesday, April 19, 2023**, and may continue at **8:30 a.m. on Thursday, April 20, 2023**. Instructions for participation in the webinar/teleconference hearing will be posted at [www.fgc.ca.gov](http://www.fgc.ca.gov) in advance of the meeting or may be obtained by calling 916-653-4899. Please refer to Commission meeting agenda, which will be available at least 10 days prior to the meeting, for the most current information.

It is requested, but not required, that written comments be submitted by 5:00 p.m. on April 6, 2023 at the address given below, or by email to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). **Written comments mailed, or emailed to the Commission office, must be received before**

**12:00 noon on April 14, 2023.** 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, 715 P Street, 16<sup>th</sup> Floor, Sacramento, CA 95814.

### **Availability of Documents**

Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikeout format can be accessed through the Commission website at [www.fgc.ca.gov](http://www.fgc.ca.gov). The regulations as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Melissa Miller-Henson, Executive Director, Fish and Game Commission, 715 P Street, 16<sup>th</sup> Floor, Sacramento, California 95814, phone (916) 653-4899. Please direct requests for the above-mentioned documents and inquiries concerning the regulatory process to Melissa Miller-Henson or David Haug at [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov) or at the preceding address or phone number.

**Elk and Pronghorn Coordinator, Thomas Batter, Department of Fish and Wildlife, ([Thomas.Batter@wildlife.ca.gov](mailto:Thomas.Batter@wildlife.ca.gov) or (916)373-6627), has been designated to respond to questions on the substance of the proposed regulations.**

### **Availability of Modified Text**

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

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

### **Impact of Regulatory Action/Results of the Economic Impact Assessment**

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

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

The proposed regulation 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. This regulatory action will not impose cost impacts that a representative business would necessarily incur in reasonable compliance with the proposed regulation.

(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 impacts on the creation or elimination of jobs within the state, the creation of new business, the elimination of existing businesses, or the expansion of businesses in California because the expected economic impacts of the proposed regulations are unlikely to be substantial enough to substantially stimulate demand for goods or services related to elk hunting. If greater numbers of hunters visit the areas in the state with increased opportunities, businesses that provide goods and services to elk hunters could benefit from small increases in sales. The Commission does not anticipate direct benefits to the general health and welfare of California residents, the environment, or to worker safety, however California residents will benefit generally through access to the expanded recreational opportunities created by the proposed changes.

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

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

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

The Department anticipates an estimated \$57,891 increase in tag sales revenue with the implementation of the proposed regulation for the potential sale of 111 resident elk tags and 1 non-resident elk tag. Changes to elk hunt zone boundaries and the creation of new zones is not anticipated to have a costs or savings impact, as existing zones for other species under Department jurisdiction will overlap with those proposed. Therefore, no operational changes are necessary.

(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

Dated: January 20, 2022

Melissa Miller-Henson  
Executive Director