

# Agenda



## County of Inyo Board of Supervisors

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

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

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

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-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 upon which you wish to comment.

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

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

### August 17, 2021 - 8:30 AM

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

### CLOSED SESSION

2. **PUBLIC EMPLOYMENT – Pursuant to Government Code §54957** – Title: County Administrator.
3. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all County designated representatives – County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

- 10 A.M. 4. **PLEDGE OF ALLEGIANCE**
5. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**

6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
8. **COVID-19 STAFF UPDATE**
9. **INTRODUCTIONS** - The following new Sheriff's deputies will be introduced to the Board: Eric Clinton, Mark Loyd, and Timothy Plunkett.

#### **DEPARTMENTAL - PERSONNEL ACTIONS**

10. **Public Works** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Mechanic Trainee exists in the Road Fund, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Mechanic Trainee at Range 50 (\$3,094 - \$3,764) or Mechanic Trainee II at Range 52 (\$3,243 - \$3,940) depending on qualifications.
11. **Public Works** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Equipment Operator Heavy I / II exists in the Roads Budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Equipment Operator Heavy I at Range 58 (\$3,726 - \$4,533) or Equipment Operator Heavy II at Range 60 (\$3,908 - \$4,747), depending on qualifications.

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

12. **Clerk/Recorder** - Request Board approve payment to DFM Associates in an amount of \$15,720.00 for the annual DFM Associates software License Maintenance and Support Fee, contingent upon the Board's adoption of the 2021-2022 annual budget.
13. **Health & Human Services - Behavioral Health** - Request approval to pay County Behavioral Health Directors Association (CBHDA) membership dues for Fiscal Year 2021- 2022 in an amount not to exceed \$19,301, contingent upon the Board's adoption of the Fiscal Year 2021-2022 Budget.
14. **Public Works** - Request Board approve Resolution No. 2021-43, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Adoption of Caltrans' Local Assistance Procedures Manual Chapter 10," and authorize the Chairperson to sign.

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

15. **County Counsel** - Request Board waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing and Replacing Certain Sections of Title 22 of the Inyo County Code Related to Code Enforcement," and schedule enactment for 11 a.m. September 7, 2021 in the Board of Supervisors Chambers, County Administrative

Center, Independence.

16. **Health & Human Services** - Request Board ratify and approve the agreement between the County of Inyo and HolaDoctor Inc. of Doral, FL for compensation of services satisfactorily rendered to support Spanish Language Services for Health & Human Services activities in Inyo County, in the amount of \$30,000 for the period of July 1, 2021 through June 30, 2023, contingent upon the approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
17. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the agreement between the County of Inyo and Cardno ChemRisk of San Francisco, CA for compensation of services satisfactorily rendered to support Epidemiology services for Public Health & Prevention/COVID-19 Response activities as part of the ELC 2 & ELC Expansion Grant in Inyo County, in the amount of \$120,000 for the period of July 1, 2021 through June 30, 2023, contingent upon approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
18. **Health & Human Services - Social Services** - Request Board ratify and approve the contract between the County of Inyo and the State of California Department of Social Services for the provision of legal consultation and representation in administrative action appeals associated with the Resource Family Approval program, for the period July 1, 2021 through June 30, 2024 and authorize the HHS Director to sign.
19. **County Administrator - Personnel** - Request Board ratify and approve the contract between the County of Inyo and Hanson Bridgett LLP for the provision of Specialized Law Enforcement Legal Services and Employment Advice, in the amount of \$100,000 for the term of July 26, 2021 through June 30, 2022, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget, authorize the Chairperson to sign the contract and HIPPA Business Associate Agreement, contingent upon obtaining all appropriate signatures.
20. **County Administrator** - Request Board: A) declare a limited amount of office furniture staged at the fairgrounds after the move to the County Office Building to be surplus; and B) approve the donation of said office furniture to various local agencies (*4/5ths vote required*).
21. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of July 27, 2021, August 3, 2021, and August 10, 2021.

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

22. **11 a.m. - County Counsel/County Administrator** - Request Board: A) approve an ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Chapter 2.07 of the Inyo County Code, Pertaining to Reorganization of County Departments and Offices;" and B) approve an ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Ordinance Number 1044 and Establishing a New Chapter 2.30 of the Inyo County Code."
23. **11 a.m. - Planning Department** - Request Board: A) receive a presentation from staff on General Plan Amendment 2021-01/Inyo County – 2021 General Plan Housing Element Update; B) conduct a public hearing; C) approve General Plan

Amendment 2021-01/Inyo County – 2021 General Plan Housing Element Update and certify that it is a Negative Declaration of Environmental Impact; and D) direct staff to send to the California Department of Housing and Community Development for certification.

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

24. ***PUBLIC COMMENT***

**BOARD MEMBERS AND STAFF REPORTS**



# County of Inyo



## Public Works

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** August 17, 2021

**FROM:** Sally Faircloth

**SUBJECT:** Request and Fill Equipment Mechanic Trainee I/II vacant position

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**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Mechanic Trainee exists in the Road Fund, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Mechanic Trainee at Range 50 (\$3,094 - \$3,764) or Mechanic Trainee II at Range 52 (\$3,243 - \$3,940) depending on qualifications.

**SUMMARY/JUSTIFICATION:**

The Road Department lost an employee due to outside recruitment to another agency as of August 12, 2021. This position is critical for routine and emergency repairs to all Road Department fleet. The Mechanic Trainee position provides opportunities for training and career advancement within the County Road Department structure as Equipment Mechanic classification recruitment has proven to be difficult to find qualified applicants.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to fill this vacancy. However, this is not recommended as this position is crucial and responds to a high volume of repair orders for the County Road Department fleet.

**OTHER AGENCY INVOLVEMENT:**

Personnel Department for recruitment  
Auditor

**FINANCING:**

This position is funded 100% out of the Road Department budget number 034600 in salaries and benefits object codes.

**ATTACHMENTS:**

**APPROVALS:**

Sally Faircloth	Created/Initiated - 8/4/2021
Darcy Ellis	Approved - 8/4/2021
Sally Faircloth	Approved - 8/4/2021
Breanne Nelums	Approved - 8/4/2021
Marshall Rudolph	Approved - 8/5/2021
Amy Shepherd	Approved - 8/5/2021
Sue Dishion	Approved - 8/5/2021
Michael Errante	Final Approval - 8/5/2021



# County of Inyo



## Public Works

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** August 17, 2021

**FROM:** Sally Faircloth

**SUBJECT:** Request and Fill Equipment Heavy Operator I / II vacant position

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**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Equipment Operator Heavy I / II exists in the Roads Budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Equipment Operator Heavy I at Range 58 (\$3,726 - \$4,533) or Equipment Operator Heavy II at Range 60 (\$3,908 - \$4,747), depending on qualifications.

**SUMMARY/JUSTIFICATION:**

The Road Department lost an employee due to outside recruitment to another agency as of July 8, 2021. This position is critical for the daily operations within the Road Department. It is essential to fill this position in order to maintain the consistent level of service for the residents of Inyo County that the Road Department strives to maintain.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to fill this vacancy. However, this is not recommended as this position is crucial to maintaining county roads.

**OTHER AGENCY INVOLVEMENT:**

Personnel Department for recruitment  
Auditor

**FINANCING:**

This position is funded 100% out of the Road Department budget number 034600 in salaries and benefits object codes.

**ATTACHMENTS:**

**APPROVALS:**

Sally Faircloth	Created/Initiated - 8/4/2021
Darcy Ellis	Approved - 8/4/2021
Sally Faircloth	Approved - 8/4/2021
Breanne Nelums	Approved - 8/4/2021
Marshall Rudolph	Approved - 8/5/2021
Amy Shepherd	Approved - 8/5/2021
Sue Dishion	Approved - 8/5/2021
Michael Errante	Final Approval - 8/5/2021





# County of Inyo



## Clerk-Recorder

### CONSENT - ACTION REQUIRED

**MEETING:** August 17, 2021

**FROM:** Michele Hartshorn

**SUBJECT:** Approval of annual payment to DFM for Software License Maintenance and Support Fee.

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**RECOMMENDED ACTION:**

**Clerk/Recorder** - Request Board approve payment to DFM Associates in an amount of \$15,720.00 for the annual DFM Associates software License Maintenance and Support Fee, contingent upon the Board's adoption of the 2021-2022 annual budget.

**SUMMARY/JUSTIFICATION:**

On April 24, 2007 the Inyo County Board of Supervisors declared DFM Associates as the sole source provider for voter registration software and approved a contract between the County of Inyo and DFM Associates for use of their EMS voter registration system. Per the Board approved contract, the initial term of the lease was "Sixty (60) months from the installation of the EIMS and continuing thereafter until the next following June 30th. The entire amount to fulfill the financial obligations under the initial lease terms of the contract was encumbered in the 2007-2008 fiscal year. Payments were made to DFM Associates monthly from July 1, 2007 to June 30, 2012.

According to the Article 9 of the contract, "After the expiration of the initial term, this Agreement will automatically continue with respect to such Specified DFM Software or such Specified Consulting Services on a year to year basis, unless either party gives the other written notice..."

this request is to authorize an annual payment in the amount of \$15,720.00 to continue the lease with DFM Associates for the term of July 1, 2021 - June 30, 2022.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

On April 24, 2007 the Inyo County Board of Supervisors declared DFM Associates as the sole source provider for voter registration software and approved a contract between the County of Inyo and DFM Associates for use of their EMS voter registration system and has continued annually to approve DFM as a sole source provider.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The DFM software system is used to electronically manage voter registration and election administration in Inyo County. the Board can deny the approval of this payment, which would result in the discontinuation of the use of the EIMS Voter Registration and Elections Management System and the inability to electronically manage election related services as required by State and Federal law.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

This annual payment will be made from the Elections Budget - General Operating Expenses (011000-5311), contingent upon the adoption of the 2021-2022 budget.

**ATTACHMENTS:**

1. DFM Annual Payment 2021-2022
2. DFM Sole-Source Form & Master Contract 2021-2022

**APPROVALS:**

Michele Hartshorn	Created/Initiated - 7/30/2021
Danielle Sexton	Approved - 7/30/2021
Michele Hartshorn	Approved - 8/5/2021
Darcy Ellis	Approved - 8/9/2021
Amy Shepherd	Approved - 8/9/2021
Marshall Rudolph	Approved - 8/9/2021
Michele Hartshorn	Final Approval - 8/10/2021



**DFM Associates**  
 10 Chrysler, Suite A  
 Irvine, CA 92618

949-859-8700  
 949-859-9512 Fax #

# Invoice

Date	Invoice #
7/1/2021	46731

**Bill To**

County of Inyo  
 Kammi Foote, County-Clerk-Recorder  
 P.O. Drawer F  
 Independence, CA 93526

**Ship To**

P.O. Number		Terms	Ship	S.O. No.	
Contract 4/27/07		Net 30			
Quantity	Item Code	Description	U/M	Price Each	Amount
12	CA - Inyo	EIMS Lease  Per increase letter dated April 1, 2021  Annual Invoice: For the months of July 2021 - June 2022 Non Taxable Sales		1,310.00	15,720.00
				0.00%	0.00
				<b>Total</b>	\$15,720.00

## Sole Source Justification Form

**Sole Source:** Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

**This is a sole source because:**

- There is only one known source because:
- This is a sole provider of a licensed, copyrighted, or patented good or service.
- This is a sole provider of items compatible with existing equipment or systems.
- This is a sole provider of factory-authorized warranty service.
- This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- The requested product is used or demonstration equipment available at a lower – than-new-cost.
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

**Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.**

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

**Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label:  
Description of Item or Service.**

Please see attached exhibit "A"

DEPARTMENT CONTACT PERSON & TITLE  
Kammi Foote

DEPARTMENT NAME  
Elections

PHONE  
760-878-0224

REQUESTED SUPPLIER/CONSULTANT NAME

SUPPLIER CONTACT PERSON

DFM Associates

Jeff Diebolt

SUPPLIER ADDRESS

SUPPLIER CONTACT'S PHONE NUMBER

10 Chrysler # A, Irvine, CA 92618

(949) 859-8700

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements



\_\_\_\_\_  
*Signature of Requestor*



\_\_\_\_\_  
*Date*

**DFM ASSOCIATES**  
**MASTER AGREEMENT**  
**INYO COUNTY**

THIS MASTER AGREEMENT ("Agreement") is made and entered into as of April 24, 2007 by and between DFM ASSOCIATES, a California corporation ("DFM"), and THE COUNTY OF INYO, a political subdivision of the State of California ("County").

**RECITALS**

A. DFM is willing to do any or all of the following at the request of the County:

- (1) To purchase and resell Computer Hardware to the County;
- (2) To lease or license DFM Software to the County;
- (3) To lease or sublicense Third Party Software to the County; and/or
- (4) To provide Consulting Services to the County.

B. The purpose of this Agreement is to generally describe the various products and services DFM is willing to provide to the County if and when the County chooses to utilize them, and to establish the basic contractual terms and conditions under which those products and/or services will be provided, subject to additional terms and provisions set forth in a separate Addendum which will specify the product or service and the particular terms and provisions applicable thereto. The separate Addendum will become a part of this Agreement, if and when it has been signed on behalf of both the County and DFM. Neither DFM nor the County is obligated to the other regarding any of the products or services generally described herein unless and until, and then only to the extent that, the specific product or service is identified on a separate Addendum attached hereto and signed on behalf of both parties.

## TERMS AND CONDITIONS

NOW, THEREFORE, the parties hereto agree as follows:

### ARTICLE 1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following definitions, which incorporate by reference the standard definitions of the computer industry established by trade usage or custom to the extent such standard definitions do not contradict specific definitions set forth herein:

Addendum/Addenda refers to any addendum signed by the parties hereto at any time or from time to time referring to this Agreement which specifically identifies the product or service to be provided by DFM to the County and the price, payment terms and other applicable information related thereto.

Computer Hardware refers to any computer, whether a main frame, mini-computer, personal computer or file server, and related computer peripheral equipment and accessories.

Computer Hardware Vendor refers to the corporation or other entity which manufactures or supplies the Computer Hardware.

Consulting Services refers to any or all of the services which DFM is capable of and willing to provide to the County, including consultation with the County regarding its data processing and information systems.

DFM Software refers to and includes any or all software systems developed by DFM, which DFM is willing to provide to the County.

File Maintenance refers to the ability to update a database.

Initial Installation Fee refers to the fee to be paid by the County to DFM for the initial installation of any Specified DFM Software and/or any Specified Computer Hardware.

Lease Term refers to the term of the lease between the County and DFM regarding the County's right to use any DFM Software and/or to utilize any Consulting Services. The initial Lease Term will be set forth on the Addendum and will be extended automatically pursuant to the terms of this Agreement.

## Exhibit "A"

On April 24, 2007 the Inyo County Board of Supervisors declared DFM Associates as the sole source provider for voter registration software and approved a contract between the County of Inyo and DFM Associates for use of their EMS voter registration system. Per the Board approved contract, the initial term of the lease was "Sixty (60) months from the installation of the EIMS and continuing thereafter until the next following June 30<sup>th</sup>."

According to the Article 9 of the contract, "After the expiration of the initial term, this Agreement will automatically continue with respect to such Specified DFM Software or such Specified Consulting Services on a year to year basis, unless either party gives the other written notice..." Sole-source is justified for this software for the following reasons:

1. A substantial amount of funds, time and energy has been invested in training to use the system. There would be a significant cost associated with training staff on a new system to perform a majority of functions within the Department.
2. DFM is one of only two voter registration systems certified for use with VoteCal – the California Statewide database, which we are currently in the process of fully implementing.
3. The current software system works well for the department, has excellent support and is well suited to our needs.



Manuals refers to any documents, reports, instructions or writings, and any annotations thereto, that explain or depict, generally or in detail, any aspect of any particular DFM Software, including but not limited to, all procedures and workings thereof, and the Manuals may be on any format, including hard copy, on disk or on CD-ROM or any other media.

Monthly Fee refers to the monthly charge by DFM to the County for the right of the County to use any Specified DFM Software or to utilize any Specified Consulting Service.

Programs refers to all programs, sets of instructions and statements to be used directly or indirectly on the Computer Hardware to facilitate, directly or indirectly, the use(s), maintenance or enhancement of any particular DFM Software.

Software Enhancement refers to the addition of a new DFM Software Subsystem or the revision of any existing Subsystem for any particular DFM Software.

Software Maintenance refers to the maintenance of the Programs and the resolution of any problems with respect to any Programs concerning internal coding and operation thereof. The term Software Maintenance is meant to include those modifications, additions and revisions of any particular DFM Software mandated by new legislative enactments.

Software Release refers to the most recent revision of any particular DFM Software.

Specified Consulting Service refers to any particular Consulting Service identified on an Addendum attached hereto and signed on behalf of the County and DFM.

Specified DFM Software refers to any particular DFM Software identified on an Addendum attached hereto and signed on behalf of the County and DFM.

Specified Operating System Software refers to the operating system software provided by a third party vendor for the Computer Hardware used by the County on which the Specified DFM Software will operate.

Subsystem refers to any portion of any particular DFM Software which is related to a specific functional area within the department of the County which is using the Specified DFM Software pursuant to this Agreement.

Third Party Software refers to any software, the rights of which are owned or held by an corporation or entity other than DFM.

EIMS for Windows  
Hardware Configuration

Hardware Addendum

Part Number	Description	Quantity	Price	Ext Price
231292608	EIMS for Windows Data and Application Server	1	4,767.00	4,767.00
	PowerEdge 860 Intel® Dual Core Xeon™ processor at 2.4GHz	1		
	Operating System: Windows 2003 Server, Standard Edition with 5 Client Licenses	1		
	2GB DDR2 533MHz (4X512MB), Single Ranked DIMMs	1		
	2 x 160GB 7.2K RPM SATA HDD	1		
	No Floppy Drive	1		
	Dual On-Board NICs	1		
	48X IDE CD-RW/DVD	1		
	5 Additional CALs for Windows 2003 Server (Standard or Enterprise)	1		
	Electronic Documentation and OpenManage CD Kit	1		
	Basic Support	1		
	OG SQL Svr 2005 Std Ed	1		
	SQL Svr Media	10		
	OG SQL Svr 2006 CAL	10	68.26	682.60
22001979	Wdws Terminal Svr CAL 2k3 Eng OLP NL Loc	1	189.26	189.26
WRPRC010	Business Objects Crystal Reports V10 Standard	1	285.99	285.99
22001979	Adobe Acrobat 8.0 Standard - Windows Edition	1		
bcpwcdet	EIMS for Windows ScanStations	1	1,115.00	1,115.00
	OptiPlex 320 MiniTower Intel® Pentium® 4 Processor	1	8.12	8.12
	USB Cable	1	600.00	600.00
	Scanning Software License (LeadTools - Req'd)	1	3,499.99	3,499.99
DFM-LTLc, PA03277	Fujitsu 4340C Scanner	1		
LZ310-WDP	EIMS for Windows Printers & Barcode Readers	3	599.00	1,797.00
	Worthington Laser Scanner (Barcode Reader)	3	129.99	389.97
	Dymo Labelwriter 400 Turbo USB			
Total Hardware and 3rd Party (non-DFM) Software Costs				13,312.93
Hardware Configuration, procurement & Installation Fee (Note 3)				6,000.00
Data Conversion/EIMS Software Installation/Training				20,000.00
Sales Tax			7.75%	3,046.75
Estimates Shipping (Allowance)				500.00
<b>Grand Total</b>				<b>42,859.68</b>

Monthly Lease Fee		1000.00
Semaphore Corp ZP4 Address Standardization Software (Subscription)	1	800.00 Annual

NOTES:

- (1) Hardware costs are estimates based on current pricing
- (2) Network Hardware (hubs/switches/wiring) to be supplied by the county
- (3) This fee is not charged if the county purchases hardware direct and installs hardware

Third Party Software Vendor refers to any corporation or other entity which has authorized DFM as a reseller or grants DFM the right to use and/or sublicense its software or which licenses the County directly to use its software.

## ARTICLE 2. COMPUTER HARDWARE

All of the following provisions of this Article 2 shall apply to the purchase of any Computer Hardware by the County through DFM unless expressly modified or supplemented by the Computer Hardware Purchase Addendum.

2.1 Computer Hardware Purchase Addendum. DFM agrees to supply to the County the Computer Hardware identified on a Computer Hardware Purchase Addendum attached hereto. The County agrees to pay DFM, to the extent DFM is supplying the Computer Hardware, the purchase price therefore and to perform all other obligations required of it herein, all upon the terms and subject to the conditions set forth on the Computer Hardware Purchase Addendum.

2.2 Sales and Use Taxes. The County shall be responsible for paying, and shall pay, all sales and use taxes applicable to any items included as part of the Computer Hardware which is sold or resold to it by DFM. If the County advises DFM that no sales or use taxes are due or collectible, then the County shall indemnify, defend, protect and hold DFM harmless from and with respect to any claim related to the collection, payment or reporting of such sales or use taxes, including all penalties and interest thereon or as a result of the non-payment thereof or the failure to file any return required to be filed, and any attorneys' fees incurred by DFM in enforcing its indemnity rights hereunder or in defending any claim to collect or pay such sales or use taxes.

2.3 Delivery and Insurance. The County shall be responsible for paying, and shall pay, all insurance and delivery charges relative to the delivery of the Computer Hardware to its final location at the installation address. DFM agrees to set forth on the Computer Hardware Addendum the estimated cost of, or "not to exceed amounts" regarding, insurance and delivery charges payable by the County.

2.4 Security Interest. The County grants DFM a security interest in all items of the Computer Hardware identified on the Computer Hardware Purchase Addendum as collateral for the obligation of the County to pay DFM for the full purchase price therefore. The County agrees to sign, when and where appropriate, any financing statements (i.e., UCC-

Form W-9 (Rev. November 2005) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return) DFM ASSOCIATES
Business name, if different from above SAME
Check appropriate box: Individual Sole proprietor, Corporation, Partnership, Other
Address number, street, and apt. or suite no. 10 Chrysler
City, state, and ZIP code IRVINE, CA 92618
Taxpayer Identification Number (TIN)

Social security number
Employer Identification Number 91313641710132

Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 6.)

Sign Here Signature of U.S. person Date 4-19-07

Purpose of Form
A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.
U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.
In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.
Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.
For federal tax purposes, you are considered a person if you are:
An individual who is a citizen or resident of the United States,
A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
The U.S. owner of a disregarded entity and not the entity.

1 forms) and other documents as may be required to perfect the security interest of DFM in such collateral. DFM agrees to release its security interest in the collateral as soon as the purchase price therefore has been paid in full.

2.5 Risk of Loss. From and after the date upon which each item of hardware is delivered with inside delivery, to the installation address, the County shall assume all risk of loss and risk of damage with respect thereto.

2.6 Transfer of Warranties. DFM agrees to provide on the DFM Computer Hardware Addendum a statement regarding the duration of the warranty from the Third Party Computer Vendor with respect to each item of Computer Hardware for which there is a warranty of at least one (1) year or more. DFM agrees to transfer and assign to the County all warranties it receives or is entitled to from any Computer Hardware Vendor whose Computer Hardware has been resold by DFM to the County.

2.7 Site Preparation, Etc. The County shall be solely responsible for, and shall pay all costs associated with, preparation of the site where the Computer Hardware is to be delivered, including all alterations and installations required in order to comply with all installation, operating and site specifications of the Computer Hardware Vendor. DFM agrees to deliver to the County copies of the Computer Hardware Vendor's site specifications for any Computer Hardware ordered by the County pursuant to this Agreement. All site preparation shall be completed on or before the scheduled delivery date of the Computer Hardware.

2.8 Cancellations and/or Delays. If the County cancels or terminates its obligation to purchase any Computer Hardware for any reason, or if the County is unable to take delivery of any Computer Hardware on a timely basis, then, and in such event, the County shall be liable for and agrees to pay on behalf of DFM any cancellation charges, late charges, restocking charges, liquidated damages or any other costs or expenses which DFM incurs to the Computer Hardware Vendor as a result thereof. Nothing contained in this Section is intended to imply that the County has any right to cancel this Agreement except as otherwise expressly provided in this Agreement.

2.9 Installation of Computer Hardware. Unless otherwise stated on the computer Hardware Purchase Addendum or on any Consulting Services Addendum, the County shall be solely responsible for, and shall pay all costs associated with, the installation of the Computer Hardware and the installation of any Third Party Software and the integration and connection of the Computer Hardware with any other computer equipment and/or software owned, leased, licensed, sublicensed, used or operated by the County.

ARTICLE 3.  
RIGHT TO USE DFM SOFTWARE

All of the following provisions of this Article 3 shall apply to the lease of any Specified DFM Software by the County from DFM unless expressly modified or supplemented by the DFM Software Addendum.

3.1 DFM Software Addendum. DFM agrees to lease to the County, on a non-exclusive basis, the DFM Software identified on a DFM Software Addendum. The Specified DFM Software and all prices and payment terms with respect thereto shall be set forth on the DFM Software Addendum except to the extent any such provisions are covered by Article 3 or elsewhere in this Agreement. The County shall have no right to use any DFM Software unless and until the DFM Software Addendum has been signed on behalf of the County and DFM, and then, in such event, the County's rights are limited to the use and/or lease of the Specified DFM Software on the terms set forth herein and therein. The County's rights to use any Specified DFM Software are governed and restricted by the terms of this Agreement.

3.2 Installation of the Specified DFM Software. On or before the installation date set forth on the DFM Software Addendum, or as soon thereafter as is reasonably practicable, DFM shall install the DFM Software. The DFM Software shall be deemed to have been installed when the County is able to log into the EIMS and perform maintenance and look-up functions on it's core databases.

3.3 Initial Installation Fee. The initial installation fee for any Specified DFM Software will be set forth on the DFM Software Addendum. The County agrees to pay the initial installation fee to DFM upon installation of the Specified DFM Software.

3.4 Monthly Fee. The initial Monthly Fee for the right to use any Specified DFM Software will be set forth on the DFM Software Addendum applicable thereto. As consideration for the non-exclusive right to use the Specified DFM Software, the County agrees to pay DFM the Monthly Fee within thirty (30) days after receipt of a correct invoice. Unless otherwise provided on the DFM Software Addendum, the Monthly Fee for the first full month of any Lease Term shall be paid at the time any Specified DFM Software has been installed. If any rental payment date falls on a day of the month other than the first day of such month, or if any rental payment is for a period which is shorter than one month, the rental for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease Term at a rate per day which is equal to one-thirtieth (1/30) of the then current Monthly Fee. DFM reserves the right to increase the Monthly Fee, by an amount not to exceed seven percent (7%) per

annum, as of July 1st of each year of the Lease Term upon ninety (90) days prior written notice to the County.

3.5 Right to Use the Specified DFM Software. DFM grants to the County the nonexclusive right to lease and use the Specified DFM Software on the terms and subject to the conditions set forth in this Agreement. The County's right to use and lease any Specified DFM Software specifically excludes the right to sublicense, assign, sublease or otherwise transfer the Specified DFM Software and/or any of the County's rights hereunder or therein.

3.6 DFM Software Releases. DFM shall provide the County with all Software Releases for the Specified DFM Software within one hundred twenty (120) days after the new Software Release becomes generally available to other DFM customers. The cost of the Software Releases is included in the Monthly Fee. Installation of the DFM Software Releases will be coordinated by DFM and a designated representative of the County.

3.7 Authorized Maintenance. All Software Maintenance, Software Enhancements and Software Releases shall be provided and installed by employees or authorized agents of DFM.

3.8 Post Installation Services. DFM agrees to provide the County with post-installation services as follows:

(a) DFM agrees to provide maintenance of the Specified DFM Software to correct program errors and to use good faith reasonable efforts to correct compatibility problems among such Computer Hardware, Specified DFM Third Party Software and the Specified DFM Software, the cost of which is included in the Monthly Fee for such Specified DFM Software; and

(b) DFM agrees to provide Software Releases covering applicable legislative changes and enactment of new laws applicable to such Specified DFM Software, the cost of which is included in the Monthly Fee.

3.9 Training. DFM agrees to provide the County with the following training services with respect to any Specified DFM Software:

(a) DFM will establish, with the help of a designated representative of the County, which users will participate in training and on which subsystems.

(b) DFM will develop a training schedule with sufficient training to allow the department or agency of the County which will have primary responsibility for using the Specified DFM Software to operate it.

(c) DFM will conduct the actual training sessions, including "hands on" and formal classroom training, with the initial training to be on-site at the County's facilities.

User training costs for any Specified DFM Software are included in the Initial Installation Fee and the Monthly Fee. There are no additional costs for training. As subsystems of any Specified DFM Software are enhanced or changed to conform to new requirement, users will be provided training with respect thereto on an on-going basis. Training with respect to enhanced or changed subsystems can be on-site or regional, depending on the material and individual needs of the users.

3.10 Limitation on DFM's Obligations. Notwithstanding any other provision of this Agreement to the contrary, DFM has no duty or obligation to perform any Software Maintenance or to provide the County with any Software Enhancements or Releases, or to provide any training to the County with respect to any Specified DFM Software if the County fails or refuses to utilize the most current revision of the Specified Operating System Software required by DFM; provided, however, in any event, DFM shall give the County at least one-hundred twenty (120) days prior written notice of the need to upgrade or replace the version of the Specified Operating System Software which the County is then using, and DFM shall consult with the County's user group regarding the scheduling of such changes.

#### ARTICLE 4. CONSULTING SERVICES

DFM agrees to provide the County with any Specified Consulting Services which are identified on the Consulting Services Addendum, including, without limitation, enhancement and modification programming for the County to meet any unique requirements of the County, subject to availability of DFM technical personnel and agreement regarding a mutually acceptable hourly rate for DFM's technical personnel. All terms and pricing for the Specified Consulting Services, including the nature of the Specified Consulting Service, hourly rate(s) charged by DFM therefore, the payment terms and any other applicable terms and conditions related thereto, will be set forth on the Consulting Services Addendum.

#### ARTICLE 5. OBLIGATIONS AND RESPONSIBILITIES OF THE COUNTY



5.1 Access to Facilities. The County shall provide DFM and its employees and authorized agents access to the County's facilities, including the Computer Hardware, and shall provide them with adequate facilities (including a desk, work area and computer), to enable DFM to perform its obligations under this Agreement in an effective, efficient and professional manner. Access shall be provided during the County's usual business hours upon reasonable prior notice except in the case of an emergency when access shall be provided as soon as is reasonably practicable.

5.2 Commercial Access. The County shall limit the commercial access to or use of any Specified DFM Software without the prior written approval of DFM, which approval may be conditioned by DFM upon receipt of an acceptable sublicense agreement between the County and the proposed commercial user and the payment to DFM by the County of a reasonable additional license and/or use fee with respect thereto. The County's obligation to limit commercial access or use is expressly restricted to those situations in which the County has actual knowledge of such commercial access or use and the County is not expressly precluded or prohibited by law from enforcing the provisions of this Section 5.2. For purposes hereof, the term "commercial access" means any access to or use of any Specified DFM Software other than (i) by the County for its own internal use in order to fulfill its duties, or (ii) by any person for its non-commercial private use; and "non-commercial private use" means any use or access by such person who is physically present at any County premises for which no consideration is paid, charged or received by the County. It is contemplated that a business which sells or uses the County's Data (as that term is defined in Section 5.4 below) in a commercial enterprise, such as a title company, can be included in the exception described in clause (ii) above to the extent it is physically present at the County's facilities when it is accessing or using the Specified DFM Software to examine the County's Data and/or to update its own data base. The term "physically present" is meant in its literal sense and it is not intended to cover or include off-site access of any kind, including without limitation, off-site access using modems and other communications equipment.

5.3 Specified Operating System Software. The County shall be solely responsible for, and shall pay all costs and expenses associated with, the purchase or license of, and the installation and maintenance of, the appropriate version of the Specified Operating System Software required by DFM at any time or from time to time. The County acknowledges and understands that upgrading of Computer Hardware and of the Specified Operating System Software and any other applications software used in conjunction with the DFM Software will be required from time to time; provided, however, in any event, DFM shall give the County at least one-hundred twenty (120) days prior written notice of the need to upgrade or replace the version of the Specified Operating System Software which the

County is then using, and DFM shall consult with the County's user group regarding the scheduling of such changes.

5.4 Responsibility for the County's Data. At all times during the term of this Agreement, the County shall retain all ownership rights in the County's Data (as that term is defined below). In addition, notwithstanding any use by the County of any DFM Software in connection therewith, the County shall be solely responsible and accountable for the accuracy and completeness of, all data and information stored by it in any database in any format (hereafter referred to as the "County's Data"), and for any use, publication or other dissemination of the County's Data. If the County uses, publishes or otherwise disseminates, or otherwise allows any access to, any portion of the County's Data, whether before or after it has been manipulated by the DFM Software, and whether or not it is a commercial or non-commercial use, by doing so the County is representing to DFM that it has accepted, ratified and approved the accuracy and completeness of the County's Data and accepts full responsibility for it. The County hereby agrees to indemnify, defend, protect and hold DFM harmless from and against any claims, liabilities, judgments, costs and expenses, including reasonable attorneys' fees and costs, which DFM may incur or suffer arising out of the accuracy or inaccuracy of (which includes omissions to) the County's Data, including, without limitation, claims of any third party who accesses the County's Data using the DFM Software.

## ARTICLE 6. PROPRIETARY ASPECTS OF THE DFM SOFTWARE; CONFIDENTIALITY COVENANTS

6.1 Protection of Confidentiality of DFM Software. DFM has taken reasonable security measures to protect the secrecy and confidentiality of the DFM Software. All employees of DFM and other persons who have designed, developed or programmed all or any portion of the DFM Software, or any software included therein, or who otherwise have knowledge of or access thereto, have been adequately notified that the DFM Software is proprietary to DFM and is not to be divulged, used or exploited except as expressly authorized by DFM in writing.

6.2 Confidentiality Covenants of the County. The County acknowledges and agrees that the DFM Software, and all constituent parts thereof, is valuable only as long as it remains secret and confidential. Accordingly, the County agrees to take all steps reasonably necessary to protect and maintain the confidentiality of all DFM Software and to prevent it from entering the public domain or falling into the hands of others not bound by this Agreement. In furtherance hereof, the County agrees as follows:

(a) The County shall use its good faith reasonable efforts to restrict access to any Computer Hardware running or capable of accessing the DFM Software, and to the DFM Software itself, to prevent unauthorized personnel from acquiring significant or confidential information concerning the DFM Software.

(b) To the extent reasonably practicable, the County shall require all persons who will have access to any DFM Software, to sign on an annual basis a confidentiality agreement, in a form provided by DFM which is acceptable to the County.

(c) The County shall not duplicate or reproduce (except to the extent reasonably required to back-up the Specified DFM Software in the ordinary course of business), in any manner, any DFM Software, or any component or constituent parts thereof, and agrees not to disseminate, display or use any DFM Software, or any component or constituent parts thereof, of any information or material concerning any DFM Software, except as is reasonably necessary for the County to perform its functions using any Specified DFM Software and to comply with the terms of this Agreement.

(d) The County shall notify DFM immediately of any and all unauthorized disclosures, or any suspected unauthorized disclosures of any DFM Software.

**6.3 Binding Effect.** Notwithstanding the fact that certain employees, agents, contractors, subcontractors or licensees of the County are not parties to this Agreement, the terms and provisions of this Article 6 shall be binding upon the County and all of its officers, employees, agents, contractors, subcontractors and licensees.

**6.4 Discovery of Specified DFM Software by Legal Process.** If at any time, a party to any litigation involving the processes, function or departments of the County which uses any Specified DFM Software, seeks by way of litigation or legal process to discover information in any way related to any Specified DFM Software, or requires the production of any Specified DFM Software, or any component or constituent part thereof, the County shall promptly notify DFM of such matter as soon as the complaint, subpoena or discovery request has been served on the County or its lawyers, but in no event later than ten (10) days after service thereof. Prior to the time specified in the legal document, court order, subpoena or moving papers for the disclosure of information relating to, or the delivery of all or any portion of any Specified DFM Software, the County shall cooperate with DFM so as to maintain, to the maximum extent reasonably practicable and permitted by law, the confidentiality and secrecy of all Specified DFM Software and to request, if requested by DFM, a protective order of the court or legal forum to avoid further disclosure or divulgence of any matters relating to any Specified DFM Software and to assure the continued protection

of the confidentiality thereof. However, such action is to occur only in the event that DFM is unable to make timely intervention into said legal action or proceeding. DFM shall reimburse the County for all reasonable legal fees and expenses which it incurs resulting from actions it has taken pursuant to this Section.

## ARTICLE 7. WARRANTIES AND LIMITATIONS

7.1 Limited Warranty Specified DFM Software. DFM warrants, for the sole benefit of the County and no other person or entity, that the Specified DFM Software shall be capable of performing the core functions set forth on the DFM Software Addendum related thereto, subject to the limitations set forth in Section 7.2 below and on the Specified DFM Software Addendum. This is DFM's sole express warranty with respect to any Specified DFM Software. Any claim by the County against DFM for breach of its express warranty must be in writing and must be promptly delivered by the County to DFM. In the event of any breach of DFM's express warranty, the County's sole and exclusive remedy against DFM, and DFM's sole and exclusive liability to the County, shall be that DFM, at its sole cost and expense, shall exercise good faith (for all purposes of this Agreement, the term "good faith" shall have the same meaning as that term is defined and used in California Commercial Code Section 2103(1)(b)) reasonable efforts to provide adequate programming services to correct such inherent defect, as DFM and the County deem necessary or appropriate. Warranty service performed in accordance with this Section shall be performed during normal weekday business hours, excluding DFM holidays. With respect to any reported errors that result or will result in significant interruption of the County's productivity or down time ("Business Impacting Failures"), DFM shall use its best efforts to begin error correction procedures within twenty-four (24) hours after receipt of such report. With respect to any reported errors that do not constitute Business Impacting Failures, DFM shall use its good faith reasonable efforts to begin error correction procedures no later than seventy-two (72) hours after receipt of such report. DFM's sole and exclusive obligation under the foregoing warranty shall be to exercise its good faith reasonable efforts to implement appropriate error corrections in response to notices from the County of such errors. In the event DFM does not remedy the Business Impacting Failures within 30 days of notification by the County, County may terminate lease payments and cease utilizing software. The County may elect to continue lease payments and utilize a sixty-day transition period as conditioned in Article 10.4.

7.2 Warranty Limitations Specified DFM Software. Notwithstanding the warranty provisions set forth in Section 7.1 above, all of DFM's obligations with respect to such warranties shall be contingent upon the County's use of the Specified DFM Software in

accordance with this Agreement and in accordance with instructions provided by DFM from time to time, including those set forth in the Manuals, as the same may be amended, supplemented or modified from time to time. DFM shall have no warranty obligation:

(a) With respect to any portion of the Specified DFM Software which has been:

(i) Operated by the County or its employees, agents, contractors, subcontractors or licensees in a manner inconsistent with the requirements set forth in the Manuals or elsewhere, or that has been modified by any party other than DFM;

(ii) Damaged in any manner by any cause other than any act or omission of DFM;

(iii) Operated or maintained in environmental conditions outside the parameters designated by DFM in the Manuals or elsewhere;

(iv) Subjected to extreme power surges or electromagnetic field(s);

(v) Reinstalled without the prior written consent of DFM; or

(vi) Determined by DFM to have an error or defect, which fact is conveyed to the County together with supplemental instructions on how to avoid or circumvent the error or defect, and the County fails or refuses to follow the supplemental instructions.

(b) As a result of or in any way connected with any error or defect in the Specified Operating System Software and/or any application software provided by any Third Party Software Vendor; provided, however, in such event, DFM will use its good faith reasonable efforts to resolve the problem to the extent that a resolution is reasonably available by reprogramming the DFM Software;

(c) As a result of or in any way connected with the County's failure or refusal to use the Specified Operating System Software or to upgrade its Computer Hardware as requested by DFM; or

(d) As a result of or in any connected with any of the County's Data.

7.3 Disclaimer of Warranties Specified DFM Software. DFM DOES NOT REPRESENT OR WARRANT THAT THE SPECIFIED DFM SOFTWARE WILL BE FREE FROM ERRORS OR THAT ALL ERRORS IN ANY SPECIFIED DFM SOFTWARE WILL BE CORRECTED. THE WARRANTY STATED IN SECTION 7.1 IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY DFM. THERE ARE NO OTHER WARRANTIES RESPECTING THE SPECIFIED DFM SOFTWARE,

EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF DFM HAS BEEN INFORMED OR IS OTHERWISE MADE AWARE OF SUCH PURPOSE. NO AGENT OF DFM IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DFM SET FORTH IN THIS ARTICLE 7.

7.4 Limitation on Liability and Remedy Specified DFM Software. THE COUNTY ACKNOWLEDGES THE COMPLEXITY AND INTERRELATIONSHIPS OF EACH OF THE COMPONENT AND CONSTITUENT PARTS COMPRISING ANY SPECIFIED DFM SOFTWARE. THE COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT THE MONTHLY FEE WHICH DFM IS CHARGING FOR ANY SPECIFIED DFM SOFTWARE DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY DFM OF THE RISK OF THE COUNTY'S INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE COUNTY'S USE OF ANY SPECIFIED DFM SOFTWARE. ACCORDINGLY, THE COUNTY AGREES THAT DFM SHALL NOT BE RESPONSIBLE TO THE COUNTY, OR ANY DEPARTMENT, AGENCY OR SUBDIVISION THEREOF, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING, LEASING OR USE OF ANY SPECIFIED DFM SOFTWARE; PROVIDED HOWEVER THAT DFM SHALL BE RESPONSIBLE FOR SUCH INCIDENTAL (BUT NOT CONSEQUENTIAL) COSTS AND EXPENSES ARISING IN CONNECTION WITH ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS AS SET FORTH IN ARTICLE 8 BELOW.

7.5 Warranty and Limitations Computer Hardware. ALL ITEMS OF TANGIBLE PERSONAL PROPERTY, INCLUDING ANY COMPUTER HARDWARE WHICH ARE RESOLD BY DFM TO THE COUNTY, ARE SOLD "AS IS" AND "WITH ALL FAULTS"; PROVIDED, HOWEVER, DFM HEREBY ASSIGNS TO THE COUNTY ALL OF ITS RIGHTS UNDER ANY WARRANTIES IT RECEIVES FROM THE COMPUTER HARDWARE VENDOR. DFM MAKES NO REPRESENTATION OR WARRANTY AS TO THE TYPE, NATURE OR KIND OF WARRANTY, IF ANY, FROM THE COMPUTER HARDWARE VENDOR. EXCEPT AS SET FORTH IN THIS SECTION 7.5, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR OBLIGATIONS OF DFM WITH RESPECT TO THE COMPUTER HARDWARE AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF DFM HAS BEEN INFORMED OR IS OTHERWISE MADE AWARE OF SUCH PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED. NO AGENT OF DFM IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DFM SET FORTH IN THIS ARTICLE 7. THE COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT ANY MARK-UP OR COMMISSION WHICH DFM RECEIVES IN CONNECTION WITH THE SALE OF THE COMPUTER HARDWARE DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY DFM OF THE RISK OF THE COUNTY'S INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE COUNTY'S USE OF THE COMPUTER HARDWARE. ACCORDINGLY, THE COUNTY AGREES THAT DFM SHALL NOT BE RESPONSIBLE TO THE COUNTY, OR ANY DEPARTMENT, AGENCY OR

SUBDIVISION THEREOF, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PURCHASE OR USE OF ANY COMPUTER HARDWARE.

## ARTICLE 8. HOLD HARMLESS \_ COPYRIGHTS, PATENTS AND LICENSES

8.1 Indemnification by DFM. DFM, at its own expense, shall indemnify, defend, protect and hold the County harmless against any claim which may be brought against the County or its officers, agents or employees, to the extent that it is based on a claim that the County's use of the Specified DFM Software pursuant to this Agreement, or any of its components or constituent parts leased or licensed hereunder, infringes any patent, copyright, license or trade secret of any third party, and in such event, DFM shall pay all of those costs and damages, including expenses and reasonable attorneys' fees, finally awarded against the County or any of its officers, agents or employees attributable to such claim. To the extent allowed by law, control of the defense, including all negotiations and discussions regarding compromise and settlement, shall be vested in DFM, but shall be with the advice and consent of the County. The obligations of DFM set forth in this Section are conditional upon compliance by the County with all of the provisions set forth in Sections 8.2 through 8.3 below.

8.2 Notice of Claims. The County covenants and agrees to provide DFM with written notice of any actual, threatened or potential infringement claim within thirty (30) days of notice thereof by or to the County.

8.3 Remedial Action. If, in the opinion of DFM, the Specified DFM Software or any of its components leased to the County is likely to or has become the subject of a claim of infringement of patents, copyrights, licenses or trade secrets of any third party, then, without diminishing DFM's obligations to satisfy the final award, DFM may, at its option and expense, either (i) obtain the right for the County to continue to use the Specified DFM Software and its components leased hereunder, or (ii) substitute for the allegedly infringing components other equally suitable components mutually satisfactory to the County and DFM.

## ARTICLE 9. TERM

The initial Lease Term for any Specified DFM Software or any Specified Consulting Service shall be set forth on the Addendum applicable thereto. After the expiration of the initial term, this Agreement shall automatically continue with respect to such Specified DFM

Software or such Specified Consulting Service on a year to year basis, unless either party gives the other written notice, at least ninety (90) days prior to the expiration of the term, of its decision not to renew the term hereof with respect to such Specified DFM Software or such Specified Consulting Service, in which case the term as it relates to such Specified Consulting Service and/or such Specified DFM Software shall terminate on the June 30th at the expiration of its term. Continuance of the term of this agreement may include a negotiated increase in the Monthly Fee.

## ARTICLE 10. RIGHT TO TERMINATE OR SUSPEND PERFORMANCE; BREACHES

10.1 Non-Appropriation of Funds. The continuation of this Agreement, as it relates to any Specified Consulting Service or to any Specified DFM Software after June 30th of the County's fiscal year, is subject to appropriation by the County's Board of Supervisors for the necessary funding hereof. In the event of non-appropriation of funds for the Monthly Fee, or any other consideration payable to DFM hereunder, this Agreement will automatically and immediately terminate on June 30th of the then-current County fiscal year end as to any Specified Consulting Service and the Specified DFM Software for which no appropriation was approved. However, in no event shall this Agreement be terminated, as provided in this Section, for the purpose of replacing any Specified Consulting Service and/or any Specified DFM Software. Any attempt by the County to replace any Specified Consulting Service and/or any Specified DFM Software prior to the expiration of the term set forth in the Addendum applicable thereto, shall be deemed to be a material breach by the County of this Agreement and the damages to which DFM will be entitled as a result thereof shall assume, for these purposes, that the County had fully appropriated all funds for the particular Consulting Service and/or the Specified DFM Software for the full term set forth in the Addenda related thereto. Any permissible termination of this Agreement pursuant to this Section shall not relieve the County of its obligations set forth in Article 6 above.

10.2 County Breaches. For purposes of this Agreement, the term "County Breach" or "County Breaches" means any one or more of the following events, acts or occurrences:

(a) Any breach by the County, or any of its officers, employees, agents, contractors, subcontractors or licensees, of any of the provisions of Article 6; provided, however, instead of terminating the Agreement, DFM, in its sole and absolute discretion, may give notice to the County of the breach, demanding adequate assurances from the County that it will protect the proprietary interest of DFM and remedy all prior breaches. In the event that the County fails to provide such adequate assurances and to remedy such



breaches within seventy-two (72) hours of receipt of the notice ("Suspense Period"), the Agreement will automatically terminate as if no demand for adequate assurances had been made. For purposes of this Section, the parties agree that the Suspense Period is reasonable based on the proprietary interest to be protected by DFM and the interest of the County to continue the right to use any Specified DFM Software.

(b) Any modification of any DFM Software which is accomplished or undertaken by the County, its employees, or its authorized agents subject to this Agreement other than DFM or its employees or authorized agents, shall give DFM the right to terminate the Agreement, or any portion thereof related to the Specified DFM Software which was subject to the unauthorized modification.

(c) Any breach by the County of any of its monetary obligations to DFM, in which event DFM shall have the right, at any time after thirty (30) days prior written notice, to suspend its performance under this Agreement and, if the County Breach continues for an additional thirty (30) days, then DFM may, at its option, terminate the Agreement, or any portion thereof related to the Specified Consulting Service or Specified DFM Software which was involved in such breach.

(d) Any material breach by the County of any of its other obligations under this Agreement (other than those obligations described in subparagraphs (a) through (c) above), which continues for a period of thirty (30) days after written notice thereof from DFM specifying the nature of the breach and the curative action, if any, which must be taken, in which event the provisions of Section 10.4 shall become applicable at the expiration of the thirty (30) day period if the breach has not been fully cured at that time.

Subject to the provisions of Section 10.4 below, the remedies in favor of DFM set forth in this Section 10.2 are not exclusive and DFM shall have the right to pursue any other remedy to which it may be entitled.

**10.3 Debilitating Event.** Any of the following events, which occurs with respect to DFM, shall be deemed to be a "Debilitating Event" and shall cause this Agreement to be modified immediately upon notice to the County of such Debilitating Event and shall cause the Agreement to terminate automatically two hundred forty (240) days thereafter:

(a) Any assignment by DFM for the benefit of its creditors; or the entry of a court order appointing a receiver or trustee for all or substantially all of DFM's assets or properties, which order shall not be vacated, set aside or stayed within sixty (60) days from the day of entry of said court order; or the filing by DFM of a petition in bankruptcy or the

commencement of any similar proceeding under any law for the relief of debtors by or against DFM; or

(b) Any permanent cessation by DFM of its business, which is not succeeded to by a successor in interest; or

(c) Any voluntary termination or dissolution of DFM pursuant to which the rights of DFM under this Agreement have not been transferred to a successor in interest.

10.4 Transition Period. For purposes of this Agreement, the term "Transition Period" shall mean the sixty (60) day period immediately following the occurrence of a County Breach other than a County Breach related to the payment of money to DFM, or two hundred forty (240) days following the occurrence of a Debilitating Event, whichever is applicable. This Agreement shall continue, and all obligations of the parties hereunder shall remain, in full force and effect during the Transition Period subject only to legal impairments on the ability of DFM to perform if the Transition Period arises as a result of a Debilitating Event. Provided, however, in no event shall the Transition Period extend beyond the expiration of the term of this Agreement. The obligations of the County set forth in this Agreement shall continue, to the extent applicable, notwithstanding the termination of this Agreement.

10.5 Obligations of the County At Expiration of Transition Period.

(a) Immediately upon the termination of this Agreement, the County shall return to DFM any and all tangible manifestations of any DFM Software previously delivered by DFM to the County, and any copies, duplicates or reproductions thereof, whether authorized or not.

(b) In the event of the occurrence of a Debilitating Event, the County shall be permitted to continue to use any Specified DFM Software during the Transition Period; provided, however, DFM will not provide any Software Maintenance, Software Enhancements or Software Releases during such period of time; and, provided, further, the obligation of the County to pay the Monthly Fee shall be reduced to an amount equal to eighty percent (80%) of the applicable Monthly Fee which would otherwise be applicable during such period.

10.6 Option to Purchase the Specified DFM Software. In the event of the termination of this Agreement as related to any Specified DFM Software, where such termination is as the result of a Debilitating Event, but only in such event, the County shall have the right and option to purchase the copy of the Specified DFM Software (including a

copy of the source code) which it has installed on its Computer Hardware ("Software Purchase Option") on the terms and subject to the conditions set forth in this Section:

(a) In order to exercise its option pursuant to this Section, the County must deliver to DFM written notice ("Option Notice") of its intent to exercise the Software Purchase Option, specifying the Specified DFM Software which it desires to purchase, and it must deliver the Option Notice to DFM prior to the expiration of the Transition Period.

(b) The Purchase Price (as that term is defined below) is payable in cash in full not later than thirty (30) days after receipt by DFM of the Option Notice.

(c) The Purchase Price shall be equal to sixty (60) times the then applicable Monthly Fee for the Specified DFM Software which is the subject of the Software Purchase Option if the termination is during the first year after the commencement of the initial term of this Agreement as it is related to such Specified DFM Software, forty-eight (48) times the then applicable Monthly Fee if the termination is during the second year of the initial term, and thirty-six (36) times the then applicable Monthly Fee if the termination is at any other time.

(d) The Software Purchase Option is personal to the County and may not be sold or assigned. Strict compliance by the County with all of the provisions of this Section is required. Failure to strictly comply with the time frames shall cause the Software Purchase Option to terminate.

#### ARTICLE 11. NO JOINT VENTURE

Nothing contained in this Agreement, or in any Addenda, shall be deemed or construed as creating a joint venture or partnership between the parties. Except as expressly set forth herein, no party by virtue of this Agreement or any Addenda is authorized as an agent, employee or legal representative of any other party, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

#### ARTICLE 12. INJUNCTIVE RELIEF

Notwithstanding any provision of this Agreement or of any Addenda to the contrary, either party shall have the right to seek and obtain injunctive relief against the other party

from any judicial or administrative authority having jurisdiction, including any municipal or superior court of the State of California or any federal district court.

**ARTICLE 13.  
MISCELLANEOUS PROVISIONS**

13.1 Permits and Licenses. DFM and all of its employees and agents shall secure and maintain in force such license and permits as are required of DFM by law in connection the furnishing of equipment, materials or services necessary for DFM's performance under this Agreement.

13.2 Notices. All notices, requests, demands and other communications required or contemplated hereunder shall be in writing, shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed to have been given upon the earlier of (a) the date of personal delivery to the person to receive such notice at the address indicated below or (b) if mailed to the person to receive such notice at the address indicated below, four (4) business days after the date of posting by the United States Post Office as evidenced by the execution of the return receipt. The parties addresses, for all purposes hereof, are as follows:

If to DFM:                    DFM Associates  
   10 Chrysler  
   Irvine, California 92618  
   Attn: Thomas G. Diebolt, President

If to the County:            \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_

Notice of change of address shall be given by written notice but shall not be deemed effective until it has been given in the manner detailed in this Section.

13.3 Not used.

13.4 Not used.

13.5 Assignment. The County and DFM shall not be entitled to assign this Agreement or any of its rights or interest in this Agreement, including any rights or interests

in any Addenda. This Agreement contemplates a license between DFM and the County without any right to license, sublicense, assign or sublease. Except as provided herein, this Agreement shall be binding upon the parties hereto and their respective successors and assigns.

13.6 Captions. The captions of the sections and subsections of this Agreement are included for reference purposes only and are not intended to be a part of this Agreement or in any way to define, limit or describe the scope or intent of the particular provision to which they refer.

13.7 Gender; Singular and Plural Number. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a corporation, partnership or other legal entity when the context so requires. Also, the singular shall include the plural number where the context so requires and visa versa.

13.8 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. In the event of any ambiguity in or dispute regarding the interpretation of this Agreement, or any provision hereof, the interpretation of this Agreement shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the party who is the draftsman of this Agreement.

13.9 Partial Invalidity and Severability. If any provision of this Agreement shall be held or deemed to be, or shall, in fact, be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever; provided, however, if any provision of this Agreement relating to the payment of monies to DFM or any provision of Articles 6, 7, 11 or 13 is found to be inoperative or unenforceable for any reason, then in such event, such provision shall not be severed from or read out of this Agreement. The invalidity of any one or more phrases, sentences, clauses, sections or subsections of this Agreement shall not affect the remaining portions thereof except as provided in the preceding sentence.

13.10 Further Assurances. Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other party, to better evidence and reflect the transactions described in and contemplated by this Agreement, and to carry into effect the intents and purposes of this Agreement.

13.11 No Implied Waivers. The failure of either party at any time or from time to time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at any later time nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of such provision.

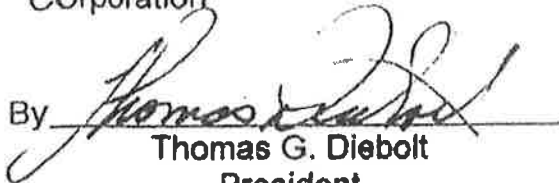
13.12 Applicable Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws, and not the laws pertaining to conflicts or choice of laws, of the State of California applicable to agreements made and to be performed wholly within the State of California.

13.13 Counterparts. This Agreement and any Addenda may be executed simultaneously in one or more counterparts, each of which together shall constitute one and the same instrument.

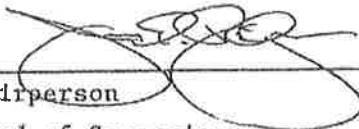
13.14 Entire Agreement; Amendment. This Agreement and all Addenda incorporated herein, and all other agreements, documents or writings required to be delivered in connection herewith, contain the entire understanding between the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. No addition, modification or amendment of or to any term or provision of this Agreement, or to this Agreement as a whole, shall be effective unless set forth in writing and signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above mentioned.

**DFM ASSOCIATES, a California Corporation**

By   
**Thomas G. Diebolt**  
**President**

**COUNTY OF INYO, a political subdivision of the State of California**

By   
Chairperson  
Its Board of Supervisors

## EIMS™ for Windows SOFTWARE ADDENDUM

WHEN SIGNED ON BEHALF OF THE COUNTY AND DFM  
THIS ADDENDUM SHALL BECOME A PART OF THAT  
CERTAIN MASTER AGREEMENT, DATED AS OF \_\_\_\_\_, 2007  
("MASTER AGREEMENT")


EIMS™ is an acronym for Election Information Management System and means the computer software designed by DFM for use in the various processes used to register and manage voters, election officials and polling places as well as the election process itself. EIMS™ includes the EIMS™ Software, the EIMS™ Subsystems, any EIMS™ Enhancement and any EIMS™ Software Releases. EIMS™ is proprietary to DFM and reference is made to Article 6 of the Agreement.

- 10 Core Function: The core function of the EIMS™ is to gather and maintain data for use in the process of registering voters and the processing of elections. The ability of the EIMS™ to perform the core functions is dependent upon, among other things, all of the following: (1) accuracy and completeness of the County's Data; and (2) continual verification by the County of the accuracy and completeness of the County's Data.
- 20 Description of EIMS™: EIMS™ is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.
- 30 Installation: The DFM Software shall be deemed to have been installed when the County is able to perform daily routine maintenance of the Voter File, the Precinct District File and the Street Guide.
- 40 Initial Installation and Data Conversion Fee : \$20,000.
- 41 LeadTools Image License: \$600.
- 50 Initial Monthly Fee: \$1000.00.
- 60 Initial Lease Term: Sixty (60) months from the installation of the EIMS™ and continuing thereafter until the next following June 30th (subject to extension as provided in Article 9 of the Master Agreement).




70 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

DFM ASSOCIATES, a California Corporation

By   
Thomas G. Diebolt  
President

COUNTY OF INYO, a political subdivision of the State of California

By   
Chairperson  
Its Board of Supervisors

## EXHIBIT A

EIMS® for Windows includes the following functional Modules:

### Precinct/District

Create and maintain precincts, districts and the relationship between those entities.

### Street Guide

Create and maintain street segments and their relationship to precincts.

### Office/Incumbent

Create and maintain office types, office definitions, and incumbent data.

### Voters

Create and maintain voter registration records. Allows for maintaining active, canceled and inactive voter records. Provides duplicate checking, customer tape generation, and other reporting features.

### Affidavit Tracking

Maintains records of affidavits provided to third parties and tracks those subsequently returned.

### Officers/Polling Places

Maintain records of polling places, election officers and election night workers.  
Maintain history.

### Election Workspace

Manage Election definitions including contests, candidates and measures. Provides Ballot typing, consolidation, election officer and polling place management for the election. Produce election related mailings and reports. Manage Absentee/Mailed ballot voters.

**Petition Checking**

Manage petition information, define new petitions, select random sample, provides system directed signature checking.

**Resources**

Manage county specific information and options.

Form **W-9**  
Rev. November 2005  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2

Name (as shown on your income tax return)  
**DFM ASSOCIATES**

Business Name, if different from above  
**SAME**

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other  Exempt from backup withholding

Address (number, street, and apt. or suite no.)  
**10 Chrysler**

City, state, and ZIP code  
**IRVINE, CA 92618**

Requester's name and address (optional)

List account number(s) here (optional)

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
| | | | | | | | | |

or

Employer identification number  
**9134361417101312**

#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person  Date **4-19-07**

#### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding.
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

## INYO COUNTY VOTER REGISTRATION SYSTEM DATABASE PROJECT STATEMENT OF WORK

The specific objective for DFM and Inyo County is to replace the current software application currently in use in Inyo County with the software from DFM Associates.

The project will be in full production by June 30, 2007. DFM will assist Inyo County with the following high-level functional components:

- Initial rollout of the computer hardware and software infrastructure deliverable to the Inyo County Clerk's Office.
- Installation of the DFM software application onto the hardware.
- Data conversion of existing Inyo County Voter Registration data into the new database architecture of the DFM application. This consists of both data and images (of scanned documents or signatures if any).
- Training of Inyo County staff in the use of the new software.

### **Deliverables (Inyo County)**

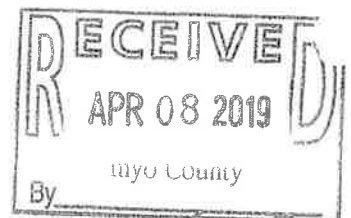
Inyo County is responsible for the following deliverables and will work in conjunction with DFM on feedback where appropriate:

- Inyo County will ensure that the appropriate staff and resources are assigned and available to the project. These include, but are not limited to, elections personnel, technical support specialist, network administrators, and management as needed.
- Inyo County will ensure that the data that is provided to the Contractor is sufficient for conversion needs.
- Inyo County will be responsible for the installation of network infrastructure.
- Inyo County will be responsible for providing an appropriate location for the hardware and appropriate power/network connections and access.
- Inyo County will be responsible for receiving the hardware inspecting the shipment and documenting any damaged containers along with the shipping company's agent/driver.
- Inyo County will be responsible for all equipment storage in a safe and secure location until DFM Associates personnel arrive on-site to install the hardware
- Inyo County will be responsible for forwarding copies of the packing lists of each shipment as they arrive to DFM.

### **Deliverables (DFM)**

DFM is responsible for the following deliverables and will work in conjunction with Inyo County on input and feedback where appropriate:

- DFM will be responsible for mitigating risk.
- DFM will be responsible for data conversion from the current system.
- DFM will be responsible for installing the server hardware in county specified location.
- DFM will be responsible for server and application software installation onto hardware.
- DFM will be responsible for ensuring all scanners and printers work with the installed application.
- DFM will be responsible for integration testing including installation of the application on a new set of hardware, functional testing.
- DFM will be responsible for the providing training to elections personnel.





# County of Inyo



## Health & Human Services - Behavioral Health

### CONSENT - ACTION REQUIRED

**MEETING:** August 17, 2021

**FROM:** Lucy Vincent

**SUBJECT:** Approval to Pay CBHDA Association Dues

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**RECOMMENDED ACTION:**

Request approval to pay County Behavioral Health Directors Association (CBHDA) membership dues for Fiscal Year 2021- 2022 in an amount not to exceed \$19,301, contingent upon the Board's adoption of the Fiscal Year 2021-2022 Budget.

**SUMMARY/JUSTIFICATION:**

This request comes before you, consistent with the County Purchasing Policy, for approval of payment of annual dues. CBHDA, the association of Behavioral Health Directors, is staffed by an experienced team that works closely with CSAC, RCRC and other State partners to ensure education of legislators, advocacy with statewide stakeholders, and fiscal advocacy with the State and the Department of Healthcare Services (DHCS) for public behavioral health programs. In addition to its role in providing leadership, advocacy, and support for public behavioral health programs, CBHDA convenes behavioral health professionals for the purpose of informing public policy and improving the delivery of behavioral health services.

CBHDA has proved to be an effective organization, bringing needed resources, especially for small counties, to track and advocate around MediCal policies and regulations as related to functioning as the Specialty Mental Health MediCal and Drug MediCal Plan. In addition, CBHDA provides advocacy and support in such areas as the implementation of the Mental Health Services Act, the Substance Abuse Block Grant, the Mental Health Block Grant, CalAIM, LPS reform and the Continuum of Care reform. The Department respectfully requests your Board's authorization to pay the annual dues.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

If dues are not paid, Inyo County would not have direct access to the resources, education and information available to participating counties.

**OTHER AGENCY INVOLVEMENT:**

All of California's County Behavioral Health programs

**FINANCING:**

The funding is a combination of Federal, State, and Behavioral Health Realignment funds. This expense will be budgeted in Behavioral Health (045200) in General Operating (5311).

**ATTACHMENTS:**

1. CBHDA 2021-22 Annual Update
2. CBHDA 2021-22 Dues Invoice

**APPROVALS:**

Lucy Vincent	Created/Initiated - 8/2/2021
Darcy Ellis	Approved - 8/3/2021
Lucy Vincent	Approved - 8/3/2021
Marilyn Mann	Approved - 8/10/2021
Melissa Best-Baker	Approved - 8/11/2021
Amy Shepherd	Approved - 8/11/2021
Marilyn Mann	Final Approval - 8/11/2021





July 16, 2021

**TO:** Members, County Behavioral Health Directors Association of California  
**FROM:** Michelle Doty Cabrera, Executive Director  
**SUBJECT:** **CBHDA 2021-22 Dues Invoice and Annual Update**

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This has clearly been a year like no other. As in years past, this memo summarizes our collective accomplishments over the past year, which by any measure has been among our more challenging, intense, and rewarding.

CBHDA sought to support our membership, and the clients you serve, throughout the year with high-quality policy analysis, advocacy, and partnership on all matters related to the public behavioral health safety net. We recognize that our organization and advocacy are only as strong as our connection to our membership, and we worked, not only to maintain that connection throughout the pandemic with regular high-touch virtual engagement, but to strengthen it. We are incredibly grateful for the time and attention you and your staff invest in informing and assisting with those efforts. The accomplishments of the past year exceeded our expectations and demonstrate the value of this organization, and your investment in it.

#### **Major Successes**

- **SB 803 (Beall), Chapter 150, Statutes of 2020: Medi-Cal Peer Support Specialist Certification:** CBHDA, along with Los Angeles County, the Steinberg Institute and California Association of Mental Health Peer Run Organizations co-sponsored legislation which was signed into law to establish the behavioral health peer support specialist benefit within Medi-Cal beginning in 2022. The bill was signed after over a decade of advocacy and during a challenging budget year. The signing of SB 803 made California the 49<sup>th</sup> state in the nation to opt into the Medicaid peer benefit.
- **COVID-19 Advocacy:** Successfully advocated for a county realignment backfill, vaccine prioritization for individuals with behavioral health conditions, preservation of MHSA funds subject to reversion, and increased support from DHCS in managing the COVID-19 surge (e.g., suspending all oversight activities for three months, regular updates on available beds for COVID-19 positive patients, and the establishment of an interagency behavioral health-specific all behavioral health providers call).
  - COVID-19 advocacy efforts highlighting the impacts of the pandemic on individuals with behavioral health needs, including the bidirectional association with the COVID-19 virus, the youth mental health crisis, rise in overdose related deaths, provider gaps and workforce shortages contributed to the state's largest ever budget investment in behavioral health.
- **State Budget Passed with Largest Ever Investment in Behavioral Health:** Thanks to CBHDA's advocacy highlighting the needs of the public behavioral health safety net, more than \$5 billion of the state's unanticipated budget surplus will be invested in behavioral health, including, but not limited to:

- **Behavioral Health Infrastructure:** More than \$2.2 billion for grants to construct, acquire, and rehabilitate new facilities to expand the community continuum of behavioral health treatment resources, with an emphasis on building out the county behavioral health continuum of community-based services to support the state's planned SMI/SED 1115 Waiver Application.
- **Child and Youth Behavioral Health Investments:** More than \$4.4 billion over five years to create a new and innovative behavioral health system for youth ages 0 to 25, including investments in school-based partnerships including:
  - **Mental Health Student Services Act:** \$205 million in state and federal funds for the expansion of the Mental Health Student Services Act program which provides investments in county behavioral health partnerships with schools.
  - **School-Linked Incentive Program Funds:** \$550 million allocated over 2 years with \$100 million available in the current fiscal year for eligible entities, including county/city behavioral health agencies, to build partnerships, capacity, and infrastructure supporting ongoing school-linked behavioral health services.
  - **Investment in Evidence-Based and Community Defined Practices:** \$429 million in federal funding to the Department of Health Care Services (DHCS) for evidence-based behavioral health programs, including building out early psychosis programs, wellness centers, and programming for marginalized communities.
- **Behavioral Health Workforce:** Almost \$800 million to expand the behavioral health workforce, including \$426.8 million over five years to expand workforce capacity, including for the substance use disorder workforce, psychiatrists, earn and learn models, and other workforce investments.
- **Board and Care Facilities:** \$805 million for the Community Care Expansion program under the Department of Social Services to address the lack of board and cares for individuals living on Social Security Income, including those with mental illnesses.
- **California Reducing Disparities Project:** \$63.1 million in one-time funding to support the California Reducing Disparities Project under the California Department of Public Health.
- **Federal Relief Funds to Support County Behavioral Health Priorities:** Shaped the direction of the state's investments in behavioral health through increased federal relief funding available through the American Rescue Plan Act (ARPA), Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA), and CARES Act to support additional Substance Abuse Prevention and Treatment and Mental Health Block Grant investments, as well as shaping new available funding for the build out of mobile crisis services through the public specialty behavioral health system in California.
- **Prevented the Realignment of the Felony Incompetent to Stand Trial (IST) Population to Counties:** In addition, as part of CBHDA's budget advocacy, we successfully lobbied against the proposed realignment of the Felony IST population to counties, and instead are developing an alternative proposal to address the state hospital's need to decompress to meet court-mandated timeliness standards.
- **Joint County Declaration of Racism as a Public Health Crisis:** CBHDA led a joint county associations statement with the County Welfare Directors Association of California (CWDA), County Health Executives Association of California (CHEAC) and California Association of Public Hospitals and Health Systems (CAPH) declaring racism as a public health crisis and expressing our ongoing commitment to antiracism work within county systems and through state-level advocacy.

### CalAIM Advocacy

As a multi-year, major systemic reform initiative, CalAIM was both put on pause, and re-initiated during the past year due to the pandemic. CBHDA was prepared to support counties' CalAIM advocacy by continuing to advocate for county behavioral health's interests in the policy development and legislative advocacy related to CalAIM. Staff and member representatives participated in numerous stakeholder workgroup meetings, testified in legislative hearings, and CBHDA has submitted more than 15 formal comment letters on CalAIM to DHCS and the Legislature to date. Several of our key successes this year included:

- **Behavioral Health Quality Improvement Program (BH-QIP):** Secured \$21.8 million state general funds in FY 21-22 to support county-level implementation of CalAIM. Every county will receive a BH-QIP allocation tied to meeting implementation milestones related to payment reform and other CalAIM initiatives.
- **Medical necessity (coverage and payment) criteria:** Successfully negotiated updated medical necessity criteria for children and adults codified in state statute that will help minimize disallowances related to medical necessity criteria and maximize reimbursable services. DHCS will no longer require a MH or SUD diagnosis to reimburse specialty behavioral health services, and will reimburse services rendered during the assessment period.
  - **Joint Plan for Foster Care:** Collaborated with CWDA in the development of a joint foster care proposal to further support the effort to expand access to behavioral health treatment for foster youth through automatic eligibility for child welfare involved families and children with a minimum set of services and benefits.
- **Payment reform:** Engaged actuarial consultants to advise CBHDA on rate development and related aspects of payment reform. Secured statutory changes to help strengthen DHCS policy proposals, including requirements for DHCS to consult and collaborate with counties on development of rates, peer groups, and the payment schedule, and to engage in annual review of county fee-for-service rates. Added language to clarify that behavioral health revenues under the new fee-for-service/intergovernmental transfer payment methodology should be retained by county behavioral health departments.
- **DMC-ODS renewal:** Successfully advocated for high-priority STC revisions including elimination of two-episode limit on reimbursement for adult residential treatment; medical necessity reforms that create additional flexibility to provide reimbursable services prior to diagnosis; revision of same-day billing restrictions for recovery services; and explicit coverage for early intervention services for high-risk youth who do not yet meet diagnostic criteria for an SUD (ASAM 0.5).
- **Administrative integration of MH and SUD services:** Secured trailer bill language that directs DHCS to transition counties to single contracts for Medi-Cal MH and SUD services beginning in 2027.
- **Enhanced care management (ECM) and in lieu of services:** Successfully advocated for expansion of ECM population of focus to include adults with SMI/SUD and other complex needs, regardless of the presence of a chronic physical health condition. Secured detailed DHCS guidance directing Medi-Cal Managed Care Plans to coordinate with county BH plans/providers on ECM/ILOS implementation, and to prioritize county BH plans/providers for ECM contracts.
- **Population health management:** Secured legislative language and DHCS policy guidance that requires Medi-Cal Managed Care Plans to consult county BH plans in the development of MCP population health management plans.

### Children and Youth Behavioral Health

Ensured CBHDA had a voice in the many critical conversations and implementation efforts impacting children and youth in need of behavioral health services, including:

- **Out-of-State Foster Youth:** Supported county behavioral health in assisting with the transition of youth from out-of-state group homes to in-state services through the end of 2020 and early part of this year. Secured \$5 million total funds (\$2 million General Fund) in FY 2020-21 and \$18 million total funds (\$9 million General Fund) in FY 2021-22 to provide specialty mental health services to foster youth returning from out-of-state placements and other youth with similar, higher levels of need that otherwise would have been placed out-of-state.
- **Accurate Penetration Rate Data:** Ensured the appropriate foster youth Medi-Cal Specialty Mental Health Services (SMHS) penetration rate is reflected in the State's Quarterly Report to the Legislature. CBHDA requested that the State analyze the penetration rate based on screening and referrals to county behavioral health. As a result, the April 2021 report shows that of those foster youth referred to county behavioral health, 75% received specialty mental health services, compared to the less accurate 48% penetration rate which had been cited in earlier state reports.
- **School-Based Partnership Advocacy:** Accurately portrayed the level of county behavioral health services that are provided to students through county and education partnerships. CBHDA analyzed survey information gathered from members to identify that 85% of counties are providing Medi-Cal Specialty Mental Health Services on school campuses, with one-third of counties covering 80-100% of school campuses. These reported statistics helped to inform investments in school-based behavioral health, including increased funding for county/school behavioral health partnerships.
- **Child Welfare Focused Advocacy:** Collaborated with county and State Agency partners to inform the implementation of various child welfare related initiatives with a significant impact on county behavioral health, including the Family Urgent Response System (FURS), the federal Family First Prevention Services Act, and initiatives to establish a model continuum for child welfare involved children and families, including AB 2083 and an initiative led through the Child Welfare Council. CBHDA ensured FURS policy guidance cited proposition 30 protections due to Medi-Cal billing limitations for mobile response and other unclaimable activities. Funding was also secured to implement various provisions of FFPSA, such as the Qualified Individual and Aftercare requirements.

### Strengthening Partnerships and Advancing Equity

- **Shaping Equity Funding:** In collaboration with California Pan-Ethnic Health Network (CPEHN), CBHDA successfully negotiated for activities in the Community Mental Health Equity Project (CMHEP) that more meaningfully address county behavioral health equity, including developing learning collaboratives to uplift the equity work already being done and providing targeted technical assistance and support to grassroots CBOs on how to contract with the public BH system.
- **Community Defined Practices:** CBHDA has advocated that DHCS request explicit Medi-Cal reimbursement for community defined evidence practices as part of the CalAIM initiative. As indicated above, DHCS will also distribute \$429 million to fund Evidence Based and Community Defined Practices.
- **California Reducing Disparities Project:** CBHDA joined a coalition of supporters and advocated for continued funding for the California Reducing Disparities Project and sought to strengthen our organizational connection through presentations for both our Cultural Competency, Equity and Social Justice Committee (CCESJC) and full Board membership.
- **Out for Mental Health:** CBHDA invited partners with Out for Mental Health to present on the behavioral health needs of LGBTQ+ clients and communities before both CCESJC and the full Board, and organized a Board presentation on LGBTQ+ Leadership and Visibility for Pride Month.

- **Equity, Justice and Healing Work:** CBHDA continues its ongoing commitment to equity, justice, and healing work through collaborative development of a new Ethnic Service Manager (ESM) onboarding training, developed with ESMs through CCESJC, as well as continued workshops and presentations on racism, equity, justice, and healing through member engagement. CBHDA is currently working to incorporate these themes into every board meeting, as well as our new member onboarding series.
- **State-Level Partnerships:** Secured a new behavioral health appointment to the reimagined Olmstead Advisory Committee, now called the California Disability and Aging Community Living Advisory Committee, and forged new partnerships with the Department of Managed Health Care, Department of Rehabilitation and California Agriculture Secretary to promote behavioral health needs across various California departments and agencies.

### **Investing in Our Membership and Our Future**

- **Reimagined Strategic Planning:** CBHDA staff engaged members in a multiple-session virtual strategic planning process which built out a two- to three-year high-level strategic plan to focus CBHDA's advocacy priorities in the areas of: fiscal stability, equity, justice, and healing, CalAIM, the crisis continuum, housing and homelessness and children and youth services.
- **New Virtual Member Orientation Series:** In January 2021, CBHDA launched an overhauled new member orientation curriculum with the purpose of helping to onboard and educate directors on CBHDA as an organization, as well as core behavioral health policy issues. This revamped onboarding was in response to a recurring request from directors for a more comprehensive membership orientation. To date, CBHDA has hosted five webinars covering topics from CBHDA membership and leadership structure, to advocacy and policy, behavioral health finance and local politics. The series will continue throughout 2021 to include topics related to equity and justice. Past webinar recordings and presentation materials are available [here](#).
- **Improved Data Collection and Analysis to Inform and Drive Policy Change:** Driven by the understanding that data, along with first-hand accounts are some of the most effective ways to help move policy decisions, CBHDA modified its survey and data collection process to ensure more meaningful member survey collection and analysis. CBHDA was successful in completing proactive surveys for mobile crisis and behavioral health infrastructure funding, and was able to use the information obtained in advocacy efforts. CBHDA also analyzed and promoted DHCS data related to Medi-Cal service delivery levels during the pandemic, racial and ethnic disparities across county behavioral health and Medi-Cal Managed Care plans, as well as total funding for specialty behavioral health compared with overall Medi-Cal spending to assist in policy advocacy efforts.
- **Establishment of PIO Workgroup:** CBHDA successfully increased public awareness of behavioral health issues by creating a PIO/Communications Workgroup. The workgroup provides a forum for information sharing, discussing County and CBHDA communication activities, and coordinating initiatives with consistent messaging. Initiatives this past year included COVID-19, National Drugs and Alcohol Facts Week, and Mental Health Matters Month.
- **Secured a New CBHDA Office Location:** With the expiration of CBHDA's Midtown location lease, CBHDA identified a new office location in downtown within closer proximity to the State Capitol, Department of Health Care Services, Health and Human Services Agency, as well as the Mental Health Services Oversight and Accountability Commission, and secured a new 10-year lease, with move-in anticipated in the end of 2021.

This has been another historic year for CBHDA on many levels, with tremendous opportunity and continued change ahead. CBHDA is proud to represent the many heroes who work on the frontlines of the public behavioral health system, and to support your needs over the coming years. If you have questions about our work over the past year or plans for the coming year, please feel free to contact me at [mcabrera@cbhda.org](mailto:mcabrera@cbhda.org).

**County Behavioral Health**  
 Directors Association of California  
 2125 19th Street, 2nd Floor  
 Sacramento, CA 95818

# Invoice

Phone Number 916-556-3477 x 1140

Customer No.: INYO COUNTY  
 Invoice No.: 11650

**Bill To: Inyo County BH Department**  
 Gail Zwier, Director  
 162 J Grove Street  
 Bishop, CA 93514

Date	Ship Via	F.O.B.	Tax Payer I D Number 68-0232359	
07/01/21				
Purchase Order Number	Order Date	Sales Person	Our Order Number	
	07/01/21	Accounting		
Quantity	Description	Unit Price	Amount	

1	Membership Dues Fiscal Year 2021/2022	19301.00	19301.00	
1		0.00	0.00	
	Invoice subtotal		19301.00	
	Invoice total		19301.00	

*Bmi*  
 Need ARF

Please Make Check Payable to: County Behavioral Health Directors Association of California



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** August 17, 2021

**FROM:** Trevor Taylor

**SUBJECT:** Adopt LAPM Chapter 10 - Consultant Procurement

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**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2021-43, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Adoption of Caltrans' Local Assistance Procedures Manual Chapter 10," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

The Department of Public Works regularly procures architectural and engineering consultants for projects that require additional technical assistance or that exceed staff capacity to perform in house. For consultant contracts that are reimbursed using State or Federal funds, the Code of Federal Regulations dictates that local agencies must adopt the policies and procedures of the [Local Assistance Procedures Manual, Chapter 10 - Consultant Procurement](#) via formal resolution. In order to remain in compliance and to avoid jeopardizing the loss of federal or state funding, this resolution is presented to your board for approval.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the resolution. This is not recommended as this is a requirement for reimbursing consultant contracts with state or federal funds.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

There is no fiscal impact for this action.

**ATTACHMENTS:**

1. Proposed Resolution No. 2021-43

**APPROVALS:**

Trevor Taylor

Darcy Ellis

Trevor Taylor

Michael Errante

Marshall Rudolph

Michael Errante

Created/Initiated - 7/30/2021

Approved - 7/30/2021

Approved - 7/30/2021

Approved - 8/2/2021

Approved - 8/2/2021

Final Approval - 8/3/2021



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA  
AUTHORIZING THE ADOPTION OF CALTRANS'  
LOCAL ASSISTANCE PROCEDURES MANUAL CHAPTER 10**

WHEREAS, the Inyo County Board of Supervisors through the Department of Public Works is responsible for the execution of State and Federal funded project(s); and

WHEREAS, the provision of 23 CFR 172.5(b), sub-recipients shall develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with Federal-Aid Highway Program funding as specified in 23 U.S.C. 106(g)(4)(A); and

WHEREAS, 23 CFR 172.5(b)(1) requires sub-recipients to adopt written policies and procedures prescribed by the awarding State Transportation Agency for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations; and

WHEREAS, the State of California Department of Transportation (Caltrans) has developed the Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection which sets forth policies and procedures for procurements and managements of contracts for engineering and design related consultant services contracts on federal and state funded transportation projects to ensure compliance with applicable Federal and State laws and regulations; and

WHEREAS, LAPM Chapter 10, Consultant Selection, describes the consultant selection and procurement process local agencies must follow to maintain eligibility for federal and state reimbursement; and

NOW THEREFORE BE IT RESOLVED, that by the Inyo County Board of Supervisors ADOPTS Caltrans LAPM Ch.10, Consultant Selection, and any updates thereto, in the procurement of A&E services for state and federal funded projects.

The forgoing resolution was duly passed and adopted by the Inyo County Board of Supervisors at a regular meeting held on \_\_\_\_\_, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

by \_\_\_\_\_  
Assistant Clerk of the Board



# County of Inyo



## County Counsel

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 17, 2021

**FROM:** Grace Chuchla

**SUBJECT:** Proposed Title 22 Ordinance

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**RECOMMENDED ACTION:**

Request Board waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing and Replacing Certain Sections of Title 22 of the Inyo County Code Related to Code Enforcement," and schedule enactment for 11 a.m. September 7, 2021 in the Board of Supervisors Chambers, County Administrative Center, Independence.

**SUMMARY/JUSTIFICATION:**

On August 3, 2021, your Board received a presentation from County Counsel and County Administration regarding code enforcement issues in Inyo County. The purpose of this presentation was to receive input from your Board regarding proposed updates to Title 22, which governs code enforcement. At this presentation, your Board was supportive of making the following changes to Title 22:

1. Shortening the timeline for the various notices that must go to a property owner
2. Adding graduated automatic financial penalties if property owners do not comply after receiving multiple notices
3. Giving discretion to the Code Enforcement Officer to lengthen the required notice periods if the property owner appears to be making a good faith effort to remedy the code violations
4. Specially assessing the costs of abatement work against the subject property if the property owner refuses to voluntarily comply and refuses to repay the County for costs that it has incurred in abating the nuisance

County Counsel and County Administration have taken these comments and prepared a draft ordinance to update Title 22. That ordinance is being presented today to your Board for consideration and potential approval. Also attached is a flowchart to summarize the enforcement process set out in the ordinance.

When speaking with other departments about these changes to Title 22, the Planning Department commented that they believed that the administrative penalties being imposed by this ordinance were too high for some residents. The current draft of the ordinance reflects the fee schedule proposed by your Board on August 3, although your Board is free to alter this schedule based on the Planning Department's comments.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this ordinance and instead send it back to staff with any edits or modifications that your Board would like to make.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. Title 22 Update Ordinance
2. Code Enforcement Complaint Form
3. Code Enforcement Flow Chart

**APPROVALS:**

Grace Chuchla	Created/Initiated - 8/10/2021
Darcy Ellis	Approved - 8/10/2021
Marshall Rudolph	Approved - 8/10/2021
Grace Chuchla	Approved - 8/10/2021
Leslie Chapman	Final Approval - 8/10/2021

**ORDINANCE NO. 21-\_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO,  
STATE OF CALIFORNIA, REPEALING AND REPLACING CERTAIN SECTIONS OF  
TITLE 22 OF THE INYO COUNTY CODE RELATED TO CODE ENFORCEMENT**

The Board of Supervisors of Inyo County ordains as follows:

**SECTION ONE. PURPOSE.**

The purpose of this Ordinance is to update Title 22 of the Inyo County Code.

**SECTION TWO. AUTHORITY.**

This Ordinance is enacted pursuant to the authority given the Inyo County Board of Supervisors by California Government Code section 25845, which authorizes the Board of Supervisors to create a procedure for the abatement of public and private nuisances.

**SECTION THREE. REPEAL AND REPLACEMENT OF TITLE 22.**

The current version of Title 22 of the Inyo County Code is hereby repealed in its entirety and replaced with the new version of Title 22, attached hereto as Exhibit A.

**SECTION FOUR. SEVERABILITY.**

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

**SECTION FIVE. CEQA COMPLIANCE.**

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

**SECTION SIX. EFFECTIVE DATE.**

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

**PASSED AND ADOPTED** this 17th day of August, 2021, by the following vote:

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

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JEFF GRIFFITHS, Chairperson  
Inyo County Board of Supervisors

ATTEST: Leslie Chapman  
Clerk of the Board

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

# **Exhibit A**

## **Chapter 22.04      Purpose and Administration**

### **Section 22.04.010      Short Title**

This title shall be known as the Inyo County Code Enforcement Ordinance.

### **Section 22.04.020      Application**

This title applies generally to all real and personal property within Inyo County (“the County”) and to all Inyo County Code provisions regulating the use thereof.

- A. This title is established pursuant to Government Code section 25845 to abate nuisances within the county, as well as other violations of the Inyo County Code delineated herein.
- B. It is the intent of the board of supervisors to delegate to the County Administrator the powers and duties it has under Government Code section 25845, as allowed by section 25845(h) and (i) for the abatement of nuisances.
- C. This title supplements other enforcement provisions of this Code whether delineated specifically or not, but this title does not limit any Code provision empowering a department head charged with enforcing this Code to use in his or her discretion any relevant provision identified in the Code which favors more stringent measures of enforcement including, without limitation, procedures allowing for summary abatement, imposition and level of penalties, and otherwise.
- D. Every owner or occupant of real and personal property within the County is required to maintain such property in accordance with the provisions of the Code and any applicable state or federal laws or regulations, and such owner shall be liable for violations of the code regardless of any contract or agreement that the owner might have with a third party regarding the property.

### **Section 22.04.030      Reference**

Whenever reference is made to any portion of this title, the reference applies to this title as adopted and any subsequent amendments or additions.

### **Section 22.04.040      Nonexclusive Remedies**

The remedies provided in this title are cumulative, and shall be in addition to any other remedies provided by law. Nothing in this title shall be deemed to prevent the County from commencing any other available civil or criminal proceeding to abate a nuisance under applicable provisions of state or other law.

### **Section 22.04.050      Declaration of Purpose**

The board finds that the enforcement of the Code and applicable state codes within the County is an important public service, critical to the protection of the public health, the improvement of the quality of life in the community, enhancement of public safety and the general welfare of the

citizens. The board further finds that a comprehensive code enforcement system that uses a combination of administrative and judicial remedies will substantially facilitate compliance with the Code. Thus, the board adopts this title to:

- A. Provide a comprehensive method for the identification and abatement of certain nuisances within the County as delineated in the Inyo County Code, and state statutes and regulations and to impose any costs of abatement against the owners of the offending properties as a personal obligation and/or as a lien against real property.
- B. Provide for the protection and the general welfare of the general public and of residents within the vicinity of properties or conditions constituting public nuisances of a continuing nature or with enduring or long-lasting effects to the public health, public safety, public peace, public comfort or public convenience, or property within the community whether proscribed by statute, ordinance or not.
- C. Provide the citizens of the County with attractive communities consistent with the residents' values and, thereby, protect property values.
- D. Allow the citizens of the County to actively participate in the community enhancement process.

## **Chapter 22.08      Definitions and Prohibitions**

### **Section 22.08.010      Nuisance Defined**

A nuisance shall mean any of the following:

- A. Any violation of any provision of the Inyo County Code, the Inyo County General Plan, any county area or specific plan, airport land use plan, any variation or subpart of the foregoing, or any other land-use planning document duly approved by the board of supervisors or the planning commission;
- B. Any violation of a term or condition of any license or permit duly issued by the county, including but not limited to any building or grading permit, conditional use permit, or any form of land-use approval governing real property in the county;
- C. Any violation of any ordinance or resolution of the board of supervisors, whether or not codified;
- D. Any violation of state law, including but not limited to the State Housing Law (commencing with Section 17910 of the California Health and Safety Code) or California Civil Code Section 3479;
- E. Any violation of the State Building Standards Code, codified in Title 24 of the California Code of Regulations, as the same may be amended from time to time by the State Building Standards Commission, and subject to any local variances duly adopted by the county;
- F. Any condition in the County that is declared or determined by a court of competent jurisdiction to constitute a nuisance;



G. Any condition in the County that is declared or determined by resolution, ordinance or other formal action of the board of supervisors to constitute a nuisance.

**Section 22.08.020 Public Nuisance Defined**

A public nuisance shall mean any nuisance that affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal; or any public nuisance as defined by state law or the Inyo County Code.

**Section 22.08.030 Prohibition**

No person shall commit, create or contribute to the creation of a nuisance or a public nuisance in the county, nor shall anyone allow a condition constituting a nuisance or a public nuisance to exist on property in the county that is within their ownership or control. Whenever there is cause to believe that a nuisance or a public nuisance exists within the unincorporated area of the county, the County Counsel, the County Administrator, the District Attorney, and their designees are empowered to the fullest extent permitted by law to initiate and pursue administrative and judicial enforcement actions to determine and abate the public nuisance and/or to punish any person responsible for creating or maintaining the nuisance.

**Chapter 22.12 Administration and Enforcement**

**Section 22.12.010 Complaint Process**

All complaints regarding nuisances or public nuisances made to any County department shall be made in writing on a form provided by the Code Enforcement Department, provided however that elected officials or employees of any government agency may make oral complaints. All complaints shall include the name of the complaining party.

**Section 22.12.020 Adoption of Code Enforcement Regulations**

In addition to the provisions of this code, each department director may abide by such provisions of the Code defining his or her enforcement obligations that supplement the department director's authority. Each department director is authorized to adopt and enforce reasonable regulations consistent with the purposes, intent, and express terms of this enforcement code as he or she deems necessary to implement the purposes, intent, and express terms of the Code.

**Section 22.12.030 Authority to Enter and Inspect**

A. To the extent allowed by law, the department director or designee, including, but not limited to, the code enforcement officer, may enter and inspect any property regarding a violation of the provisions of the Code. The department director or designee, including, but not limited to, the Code Enforcement Officer, may make any examinations and surveys as necessary in performing these inspections as permitted by law and consistent

with legally recognized privacy rights. These duties may also include the taking of photographs, samples or other physical evidence. All inspections, entries, examinations and surveys shall be conducted in a reasonable manner.

- B. If a property is unoccupied, the department director or designee, including, but not limited to, the Code Enforcement Officer shall make a reasonable effort to locate the owner or other persons having charge or control of the property and request entry.
- C. If an owner, lawful occupant, or the respective agent, employee, or representative therefor refuses permission to enter a dwelling and/or inspect its interior, the County acting by and through such persons authorized to enforce this Code may seek an administrative inspection warrant pursuant to the procedures provided by California Code of Civil Procedure Sections 1822.50 through 1822.59, as amended from time to time and such other provisions of law as authorize entry. See Chapter 1.08.
- D. No person authorized to enter buildings shall enter any dwelling between the hours of six p.m. of any day and eight a.m. of the succeeding day, without the consent of the owner or occupants of the dwelling, nor enter any dwelling for which the occupants have refused entry without a proper written order executed and issued by a court of competent jurisdiction.

#### **Section 22.12.040 Process Following Determination of Violation**

- A. **Opportunity to Correct.** If a violation of any local ordinance or provision of the Inyo County Code is determined to exist, an Inyo County Code Enforcement Officer, or his or her deputy or designee (collectively referred to herein as “the Code Enforcement Officer”), may notify the involved property owner or legal occupant (collectively referred to herein as “Property Owner”) and may issue and serve a verbal or written First Notice of Violation (“First Notice”) on the property owner enumerating the violations and requiring correction of the violation within fourteen (14) days.
- B. **Final Notice of Violation.** If the violation is continuing fourteen (14) days after the First Notice was served, the Code Enforcement Officer may issue and serve a Final Notice of Violation (“Final Notice”) on the Property Owner requiring correction of the violation within fourteen (14) days.
- C. **Order of Abatement and Imposition of Administrative Penalties.** If the violation continues fourteen (14) days after the Final Notice was served, the Code Enforcement Officer may issue and serve an Order of Abatement and Imposition of Administrative Penalties (“Order of Abatement and Penalties”). The Order of Abatement and Penalties is deemed final, if not appealed pursuant to the procedures and timeline set forth in subsection (E).
  - 1. Penalties assessed via the Order of Abatement and Penalties shall be calculated as follows:

- i. For non-commercial activities, land uses, or properties
  1. \$25.00 per day for the first 30 days
  2. \$50.00 per day for the next 30 days
  3. \$100.00 per day for any subsequent days
- ii. For commercial activities, land uses, or properties
  1. \$100.00 per day for the first 30 days
  2. \$250.00 per day for the next 30 days
  3. \$500.00 per day for any subsequent days
- iii. For both non-commercial and commercial, penalties shall begin to accrue fourteen (14) days after service of the Order of Abatement. Each and every day during which a property owner continues to maintain a violation at his or her property constitutes a separate and distinct offense, each of which may be subject to a separate penalty.
- iv. In no event shall the total penalties imposed exceed \$10,000 for a non-commercial activity, land use, or property or \$50,000 for a commercial activity, land use, or property, regardless of the number of days that the violation(s) is/are maintained.

**D. Notice of Completion.** The property owner shall be responsible for notifying the Code Enforcement Officer when the violation(s) identified in the Order of Abatement and Penalties have been fully abated. The Code Enforcement Officer may then schedule an inspection of the property. If the inspection reveals that the violations have been fully abated to the satisfaction of the Code Enforcement Officer, the Code Enforcement Officer may issue the property owner a Notice of Completion and Total Owed (“Notice of Completion”), which states the full amount of administrative penalties and any other costs of abatement due to the County. Any amount stated in the Notice of Completion shall be paid within thirty (30) days of the date of service, in the absence of a timely submitted request for an appeal pursuant to subsection (E).

**E. Appeal Procedures.**

1. Within fourteen (14) days following service of the Order of Abatement and Penalties, the Property Owner may file a written appeal with the Code Enforcement Officer setting forth all reasons why the Order of Abatement and Penalties should be modified or reversed.
  - i. The issues to be decided during this appeal shall be limited to whether the violation(s) identified in the Order of Abatement and Penalties constitute a nuisance and/or violation of state, federal, or local ordinances or laws.
  - ii. This appeal shall not consider any issues enumerated in subsection (E)(2).
2. Within fourteen (14) days following service of the Notice of Completion, the Property Owner may file a written appeal with the Code Enforcement Officer

setting forth all reasons why the administrative penalties, costs, and/or fees stated in the Notice of Completion are excessive or erroneous.

- i. The issues to be decided during this appeal shall be limited to challenging the amount of administrative penalties, costs, and/or fees imposed on the property owner.
  - ii. This appeal shall not consider any issues enumerated in subsection (E)(1).
3. Procedures applicable to all appeals
  - i. The request for an appeal must include the following information:
    1. The name, address and phone number of the appellant;
    2. Sufficient information to identify the Order of Abatement and Penalties or Notice of Completion that is being contested; and
    3. The grounds on which the Order of Abatement and Penalties or Notice of Completion is being contested.
  - ii. The Code Enforcement Officer shall forward the appeal to the Planning Director, who shall schedule the appeal to be heard by the Inyo County Planning Commission at the next available Planning Commission meeting.
  - iii. The Code Enforcement Officer has the burden of proving that a nuisance/code violation existed when the Order of Abatement and Penalties was served or that the amount of administrative penalties, fees, and/or costs charged in the Notice of Completion are proper and reasonable.
  - iv. The cited property owner may present written and oral evidence to show there was no violation at the time the Order of Abatement and Penalties issued or that the administrative penalties, fees, and/or costs charged in the Notice of Completion are incorrect, improper, excessive, or unreasonable.
  - v. The rules of evidence shall not apply to the hearing.
  - vi. All parties to the appeal may be represented by an attorney.
  - vii. The Planning Commission shall issue a written decision. The Planning Commission shall have the power to uphold or vacate the imposition of the Order of Abatement and Penalties; to modify the amount of administrative penalties, fees, and/or costs charged in the Notice of Completion; and to fashion any other relief as the Planning Commission deems to be just and proper.
  - viii. Enforcement of an Order of Abatement and Penalties or Notice of Completion is stayed pending the issuance of the Planning Commission's ruling, which shall issue within thirty (30) days of the close of the hearing.
  - ix. The Planning Commission's ruling shall be served on the cited property owner by the Code Enforcement Officer within ten days of issuance.
  - x. The Planning Commission's ruling shall be a final and binding decision with no right of further appeal

- F. All costs including, without limitation, reasonable administrative and attorney fees associated with an abatement proceeding, shall be charged to the cited property owner.
- G. The Code Enforcement Officer may choose to lengthen the 14-day period stated in subsection (C)(1)(iii) if the Code Enforcement Officer determines that the Property Owner is making a good-faith effort to remedy the violation(s). The Code Enforcement Officer may choose to shorten any notice period stated in this section if the Code Enforcement Officer determines that shortened notice periods are necessary to protect public health or mitigate an emergent situation. If the Code Enforcement Officer chooses to shorten or lengthen any such periods, the Code Enforcement Officer shall provide the Property Owner with the new deadlines in writing and shall state in writing the facts and circumstances that justify the modifications of the timelines stated in this section.

#### **Section 22.12.040     Enforcement of Order of Abatement**

- A. If the violation continues fourteen (14) days after the finalization of the Order of Abatement and Penalties, the Code Enforcement Officer shall submit the Order of Abatement and Penalties to County Counsel to pursue and any all legal options to forcibly abate the violation, including but not limited to:
  - a. A request to the Superior Court to issue an abatement warrant pursuant to Civ. Code section 1822.50, *et seq.*;
  - b. The appointment of a receiver;
  - c. A request to the district attorney to prosecute the violation to the extent allowed by law in the district attorney's discretion.
- B. Should the County conduct abatement work on a property due to the Property Owner's failure to conduct abatement work mandated by an Order of Abatement and Penalties, the Code Enforcement Officer shall present an itemized Demand for Payment ("Demand") to the Property Owner. The Demand shall include:
  - 1. A description of the work done;
  - 2. An itemized account of the costs and receipts of performing the work, including both the costs of physically abating the nuisance and the county's administrative costs and attorneys' fees related to enforcement of this section;
  - 3. A description of any administrative penalties assessed against the property pursuant to section 22.12.040(C).
  - 4. A street address, assessor's parcel number, legal description, or other description sufficient to identify the premises;
  - 5. A demand for payment of all abatement costs and administrative penalties within thirty (30) days after service of the Demand.

- C. If the Code Enforcement Officer determines that the costs of abatement and other circumstances surrounding the property are sufficient to necessitate a special assessment, the Demand shall include the following additional information:
1. A statement that failure to pay all abatement costs within 30 days after service of the Demand may result in the levy of a special assessment in that amount against the property;
  2. The date, time, and place where the Code Enforcement Officer will request that the board of supervisors conduct a noticed public hearing to order the special assessment. The time and place specified for the hearing shall be no sooner than thirty (30) days after service of the Demand;
  3. A statement that the board of supervisors will hear and consider objections and protests to the proposed special assessment at the public hearing.
  4. A statement that the Code Enforcement Officer will not pursue the request for a special assessment if all abatement costs are paid in full within 30 days of service of the Demand.
- D. Any administrative penalties or costs of abatement that are not specially assessed against a property may be recorded as a lien against the property.

#### **Section 2.12.050 Special Assessment Procedure**

If so ordered by the board of supervisors following the public hearing described in section 2.12.040(C), upon the recordation of the board of supervisors order imposing the special assessment, the amount stated in the order shall constitute a special assessment upon the described property, pursuant to section 25845(d) of the Government Code. The enforcement officer shall deliver the notice of lien to the Auditor who shall enter the amount of the lien on the assessment roll as a special assessment. Thereafter, the amount set forth shall be collected at the same time and in the same manner as ordinary county taxes, and shall be subject to the same penalties and same procedures for foreclosure and sale in case of delinquency as provided for ordinary county taxes. Such lien shall be at parity with the liens of state and county taxes.

#### **Section 22.12.060 Method of Service**

Documents issued pursuant to Title 22 may be served on the property owner via any of the following methods:

- A. Personal service: personal service may be accomplished by personally delivering the documents to the address of the intended recipient between the hours of 9 am and 5 pm (for business addresses) or 8 am and 8 pm (for residential addresses). The documents must be placed in a clearly labeled envelope and left with an individual over the age of 18 or placed in a conspicuous location if no individual is available to receive them.
- B. Posting and Mailing: posting and mailing requires both of the following:

1. Posting the document(s) on any real property within the County in which the County has knowledge that the property owner has a legal interest, or at the location at which the violation occurred. Posting shall be placed in a position that is likely to catch the attention of a person entering the property, including but not limited to a front door, gate, or near a mailbox; and
  2. Mailing the document(s) by first class mail, postage prepaid, to any mailing address of the property owner.
- C. By Mail: service by mail may be accomplished by sending the document(s) by first class mail, postage prepaid, to the location that the violation occurred, or to any other mailing address of the property owner.
- D. Electronic Service: Per written agreement of the property owner and the County, the parties may agree to exchange documents via email on such terms as agreed by the parties.

Service shall be complete at the time of personal or electronic service, or one (1) day after posting and mailing, or five (5) days after service by mail. As used in this subsection, “days” shall mean calendar days.

#### **Section 22.12.070 Authority to Issue Criminal Citations and Make Arrests**

Pursuant to California Penal Code section 836.5(d), the Board hereby finds that any Inyo County Code Enforcement Officer, the Inyo County Administrative Officer, and any designees of the aforementioned officers have a duty to enforce the provisions of Title 22 of the Inyo County Code. The Board does hereby authorize them to arrest persons violating any provision of Title 22 of the Inyo County Code or issue a written notice to appear pursuant to and in accordance with California Penal Code section 836.5.

#### **Section 22.12.080 Disclaimer of Liability**

Nothing in this title shall be construed as requiring the county to enforce its prohibitions against all properties that may violate such prohibitions. The county envisions that this title will be enforced, in the county’s prosecutorial discretion, as resources permit. This title is not intended to and shall not be construed or given effect in a manner that imposes upon the county or any officer or employee thereof a mandatory duty of care towards persons and property within or without the county so as to provide a basis of civil liability for damages, except as otherwise imposed by law.



**County of Inyo**  
Administrative Services  
Code Enforcement Division  
PO Drawer N  
Independence, California 93526  
760.878.8576

**CODE ENFORCEMENT COMPLAINT FORM**

Please complete all sections of this form. You may be contacted for additional information about the alleged violation. Inyo County does not accept anonymous complaints. Code Enforcement will make every effort to keep your identity confidential. However, this may not be possible in all cases.

Upon receipt of a complaint, Code Enforcement will conduct an independent investigation of the violations that you allege in this form. Based on the results of that independent investigation, the Code Enforcement Department will decide how to respond to each complaint.

**REPORTING PARTY INFORMATION:**

Name:

Address:

Day Time Phone:

Cell Phone:

Email Address:

Preferred Method of Communication

**LOCATION OF ALLEGED VIOLATION:**

Address:

Assessor's Parcel No: (If known)

Cross Street:

Property Owner's Name:



**PLEASE DESCRIBE IN DETAIL THE NATURE OF THE ALLEGED VIOLATION(S):**

Use additional sheets of paper if needed

**Is this an urgent situation that is creating an immediate hazard?** Yes\_\_ No\_\_ If yes, explain:

**Have you contacted any other enforcement agency about this problem?** Yes\_\_ No\_\_ If yes, explain:

**What steps have you already taken to resolve this problem?**

**How is this violation detrimentally impacting you?**

I certify that the information above is accurate, truthful and complete.

Signature


Date

Please return this form by email to [srennie@inyocounty.net](mailto:srennie@inyocounty.net) or by mail to Administrative Services, PO Drawer N, Independence, CA 93526.

## Inyo County Code Enforcement Process

1. Identify violation and provide a verbal or written first notice
2. 14 days later → issue a Notice of Violation
3. 14 days later → issue an Order of Abatement and Imposition of Admin. Penalties
  - a. *Opportunity for appeal* → the appealable issues are limited to whether the violation at issue is a nuisance
4. 14 days later (or at discretion of the code enforcement officer) → admin penalties begin to accrue
  - a. \$25 / \$50 / \$100 per day for residential
  - b. \$100 / \$250 / \$500 per day for commercial

Property Owner Complies



At any point in the process, once the property owner has fixed the problem, the property owner must notify the code enforcement officer, who will conduct an inspection and, if satisfied, issue a Notice of Completion that states the total penalties due (if any).

After receiving the Notice of Completion, the property owner may appeal to challenge whether the admin penalties are correctly calculated and reasonable.

Property Owner Does Not Comply



The Order of Abatement is considered final 14 days after it is issued, and the code enforcement officer may request county counsel to pursue enforcement via an abatement warrant if the problem is still not resolved.

If granted, the warrant permits the County to go on to the property, remedy the problem, and bill the property owner for the costs it incurs. That bill, which includes the cost of abatement and any admin penalties, must be paid in 30 days. If it is not paid, the code enforcement officer may either record the bill as a lien against the property or request that the Board order a special assessment against the property.



# County of Inyo



## Health & Human Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 17, 2021

**FROM:** Genoa Meneses

**SUBJECT:** Agreement between Inyo County and HolaDoctor Inc.

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**RECOMMENDED ACTION:**

Request Board ratify and approve the agreement between the County of Inyo and HolaDoctor Inc. of Doral, FL for compensation of services satisfactorily rendered to support Spanish Language Services for Health & Human Services activities in Inyo County, in the amount of \$30,000 for the period of July 1, 2021 through June 30, 2023, contingent upon the approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

While responding to the Coronavirus pandemic, Inyo County's Health & Human Services department has noticed a lack of timely creation, execution, and dissemination of multi-platform and bi-lingual communication that reaches, resonates, and engages members of the community. As we move further into recovery and Health & Human Services programming resumes day-to-day services and support, HHS would like to address and better support individuals and families throughout Inyo County navigate the available programming, services, and support available by ensuring all available documents, education & outreach materials, advertisements, social media, forms, websites, and meetings (when relevant) are accessible in their preferred language. It is important to have all of our resources available in multiple languages in order to continue creating awareness and access to Inyo County Health & Human Services programs and opportunities for all members of our community.

In March 2021, when the Public Health & Prevention/COVID-19 Response Team received an award letter for the Epidemiology and Laboratory Capacity (ELC) Expansion Grant, HHS Leadership and Managers discussed the importance of creating better communication campaigns that create better equity for all members of our community. To this end, the team approved \$30,000 towards language services to be shared between HHS budgets as needed to review, update, or create documents in English and Spanish through June 30, 2023.

At the March 29, 2021 Public Health & Prevention/COVID-19 Response meeting, team members approved a Language Services Request for Proposals (RFP), which was revised days later to include all Health & Human Services departments. The RFP specifies that funding will support the provision of language translation services from English to Spanish to support communication with the Inyo County community. The RFP was reviewed by Inyo County Counsel on March 31, 2021. The RFP was published on April 1, 2021 and remained open Friday, April 15 at COB (5:00 pm). During the proposal period, nine (9) proposals were received. Once the submission period closed, the HHS Language Services Review Committee began reviewing each proposal completeness,

depth and breadth of experience, multi-language experience, and comprehensive billing.

The HHS Language Services Review Committee selected HolaDoctor Inc's proposal based on its merits at the May 3, 2021 meeting, in the amount of \$30,000.00, which shall be used to support translation services from English to Spanish for Health & Human Services programming throughout Inyo County.

We respectfully request your Board approve the agreement with HolaDoctor Inc. and authorize the Chairperson to sign.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the agreement, which would result in the various Health & Human Services departments inability to update and/or develop materials in multiple languages in a timely manner.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

State, Federal and Realignment funding. This contract has been budgeted in CMH (045200), Social Services (055800) and ELC #2 (610390) in object code Professional Services (5265). The cost of translations will be billed to each requesting division. No County General Funds.

**ATTACHMENTS:**

1. HolaDoctor Inc. Contract

**APPROVALS:**

Genoa Meneses	Created/Initiated - 7/21/2021
Darcy Ellis	Approved - 7/21/2021
Genoa Meneses	Approved - 7/23/2021
Anna Scott	Approved - 7/29/2021
Stephanie Tanksley	Approved - 7/30/2021
Melissa Best-Baker	Approved - 8/6/2021
Marshall Rudolph	Approved - 8/6/2021
Amy Shepherd	Approved - 8/9/2021
Aaron Holmberg	Approved - 8/9/2021
Marilyn Mann	Final Approval - 8/10/2021

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** HolaDoctor Inc.  
**FOR THE PROVISION OF** Health & Human Services: Language Services **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Spanish Language Translations services of HolaDoctor Inc. of Doral, Florida (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2021 to June 30, 2023 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

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

(\$30,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

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

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

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

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

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

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

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

**7. COUNTY PROPERTY.**

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

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

**8. INSURANCE.**

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

**9. STATUS OF CONTRACTOR.**

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

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

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

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



**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

County of Inyo	
<u>Health &amp; Human Services</u>	Department
<u>163 May Street</u>	Address
<u>Bishop, California 93514</u>	City and State

Contractor:	
<u>HolaDoctor Inc.</u>	Name
<u>2001 NW 107 Avenue, 2nd Floor</u>	Address
<u>Doral, Florida 33172</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** HolaDoctor Inc.

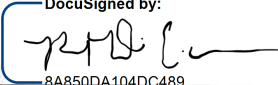
**FOR THE PROVISION OF** Health & Human Services: Language Services **SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

DocuSigned by:  
  
By: \_\_\_\_\_  
8A850DA104DC489  
Signature

\_\_\_\_\_  
Print or Type Name


\_\_\_\_\_  
Print or Type Name

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

7/22/2021  
Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

County Counsel

  
\_\_\_\_\_

DocuSigned by:  
  
4D6970559D99402...

Adam Hill

7/21/2021

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** HolaDoctor Inc.

**FOR THE PROVISION OF** Health & Human Services: Language Services **SERVICES**

**TERM:**

**FROM:** 07/01/2021 **TO:** 06/30/2023

**SCOPE OF WORK:**

Contractor will:

- A. Provide translation services for previously developed, as well as continuous education and outreach materials;
- B. Provide translation services for privacy agreements, Release of Information (ROI), various department forms and other annual plans/updates;
- C. Outreach support to the Latinx communities through targeted education and advertisements to include local media outlets and social media; and
- D. Provide a detailed invoice to designated HHS staff.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** HolaDoctor Inc.

**FOR THE PROVISION OF** Health & Human Services: Language Services **SERVICES**

**TERM:**

**FROM:** 07/01/2021 **TO:** 06/30/2023

**SCHEDULE OF FEES:**

For services satisfactorily rendered, and upon receipt of monthly invoices, the County agrees to compensate the Contractor for total expenditures in an amount not to exceed \$30,000.00, incurred from July 1, 2021 to June 30, 2023, based upon services provided.

Actual language translation service costs are to be invoiced to Inyo County - Health & Human Services (HHS), ATTN to: Sonja Velarde and Genoa Meneses once a month, in an itemized statement that includes:

- The date on which the service(s) was performed;
- Which HHS Department requested the service (see Dept. breakdown below);
- Description of the services performed, include translation language;
- The hourly rate breakdown + details for any fees; and
- The total cost of all services.

The statement to be submitted must cover the period from the 1st of the month through and including the last day of the month. In accordance with paragraph 3. E - Billing and Payment: monthly invoices with attached expenditure information and fiscal receipts including supporting documentation to what is being claimed, should be received by Inyo County – Health & Human Services no later than five (5) days after the end of the month. Inyo County – Health & Human Services retains the right to withhold payment until satisfactory receipt and review of those materials has taken place.

If all budget funds are paid out early in the contract period (prior to June 30, 2023), the contract will be considered complete and invoices with a zero balance do not need to be submitted. The County retains sole discretion to renew for additional terms, without a competitive bid process, subject to contractor performance, continued funding availability, and Health & Human Services approval.

Invoice Due Dates: the first business day of the month, but no later than five (5) days after then end of the month.

Agreed Upon Translation Services Fees:

Spanish: Translation per new word = \$0.09 | Translation per repeat word = \$0.03

Total Budget: Health & Human Services - \$30,000

Health & Human Services – Departments:

- HHS Administration
- HHS Fiscal
- Public Health & Prevention (includes COVID-19, First 5, & WIC)
- Aging & Social Services
- Behavioral Health

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** HolaDoctor Inc.

**FOR THE PROVISION OF** Health & Human Services: Language Services **SERVICES**

**TERM:**

**FROM:** 07/01/2021 **TO:** 06/30/2023

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment C: Insurance Requirements for HHS Provider Services**

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

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

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

**Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor’s letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

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

**Professional Liability:** Insurance as appropriate to the Contractor’s profession (errors and omissions, medical malpractice, etc.), with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate. Professional liability insurance coverage is normally required if Contractor is provided a professional service regulated by the state; however, other professional contractors, such a computer software designers and claims administration providers, should also have professional liability. Check with Risk Management if PL is required.

**Cyber Liability Insurance,** with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if Contractor will not be



## **Attachment C: Insurance Requirements for HHS Provider Services**

receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Check with Risk Management if CL is required.

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

### **OTHER INSURANCE PROVISIONS**

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

#### **Primary Coverage**

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

#### **Notice of Cancellation**

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

#### **Waiver of Subrogation**

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

#### **Self-Insured Retentions**

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

#### **Acceptability of Insurers**

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

## **Attachment C: Insurance Requirements for HHS Provider Services**

### **Claims Made Policies (should be applicable only to professional liability)**

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

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

### **Verification of Coverage**

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

### **Subcontractors**

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

### **Special Risks or Circumstances**

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

-end-



# County of Inyo



## Health & Human Services - Health/Prevention

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 17, 2021

**FROM:** Genoa Meneses

**SUBJECT:** Agreement between Inyo County and Cardno ChemRisk

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**RECOMMENDED ACTION:**

Request Board ratify and approve the agreement between the County of Inyo and Cardno ChemRisk of San Francisco, CA for compensation of services satisfactorily rendered to support Epidemiology services for Public Health & Prevention/COVID-19 Response activities as part of the ELC 2 & ELC Expansion Grant in Inyo County, in the amount of \$120,000 for the period of July 1, 2021 through June 30, 2023, contingent upon approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

From the onset of the stay-at-home order, in response to the Coronavirus pandemic, Inyo County's Public Health & Prevention/COVID-19 Response Team has achieved basic emergency response for our residents, but struggled with processing and analyzing available data to make better and long-term decisions. The Public Health & Prevention/COVID-19 Response Team wants to continue helping families throughout Inyo County navigate continued COVID-19 risks, including exposures, timely testing, isolation/quarantine, and comprehensible vaccine information, all while looking back at the data available and how it applies to all corners of our County so that we can learn from the pandemic and plan for a better future.

In March 2021, when the Public Health & Prevention/COVID-19 Response Team received an award letter for the Epidemiology and Laboratory Capacity (ELC) Expansion Grant, HHS Leadership and Managers discussed the importance of creating a better understanding of what has happened and what could happen, so that we could better ensure health equity for all members of our community. Being able to fund dedicated epidemiology services to help Inyo County Public Health & Prevention programs and opportunities through the available ELC funding is a new and unique opportunity to analyze data that could help with the continued safety and recovery of our community. To this end, the team approved \$120,000 towards epidemiology services for the remainder of the grant period (through June 30, 2023) to address needs and information surrounding COVID-19, Public Health & Prevention, and Disaster Preparedness in Inyo County.

At the March 29, 2021 Public Health & Prevention/COVID-19 Response meeting, team members approved an Epidemiology Services Request for Proposals (RFP). The RFP specifics that funding will support the analysis of data on current and emerging public health and behavioral health problems in Inyo County during the COVID-19 pandemic response and recovery, including the interpretation of health indicators, risk factors, and disease surveillance information. The RFP was reviewed by Inyo County Counsel on March 31, 2021. The RFP was

published on April 1, 2021 and remained open until Friday, April 15 at COB (5:00 pm). During the proposal period, one (1) proposal was received. Once the submission period closed, the Epidemiology Services Review Committee began reviewing each proposal completeness, depth and breadth of experience, publications, and comprehensive billing.

The Epidemiology Services Review Committee selected Cardno ChemRisk's proposal based on its merits at the May 27, 2021 meeting, in the amount of \$120,000.00, which shall be used to support epidemiology services for Public Health & Prevention/COVID-19 Response in Inyo County. This additional support will help evaluate the quality and efficiency of Inyo's epidemiological reporting and surveillance so that we can better respond to current and future emergent health situations.

We respectfully request your Board approve the agreement with Cardno ChemRisk and authorize the Chairperson to sign.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the agreement, which would result in the Public Health & Prevention/COVID-19 Response Team inability to analyze, evaluate, and prepare for emergent health situations under the ELC 2 and ELC Expansion grant funding.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Federal Funding. This contract will be budgeted in the ELC #2 budget (610390) in object code Professional Services (5265). No County General Funds.

**ATTACHMENTS:**

1. Cardno ChemRisk Contract

**APPROVALS:**

Genoa Meneses	Created/Initiated - 7/21/2021
Darcy Ellis	Approved - 7/21/2021
Genoa Meneses	Approved - 7/23/2021
Anna Scott	Approved - 7/26/2021
Melissa Best-Baker	Approved - 8/6/2021
Marshall Rudolph	Approved - 8/6/2021
Amy Shepherd	Approved - 8/9/2021
Aaron Holmberg	Approved - 8/9/2021
Marilyn Mann	Final Approval - 8/10/2021

**AGREEMENT BETWEEN COUNTY OF INYO  
AND CARDNO CHEMRISK  
FOR THE PROVISION OF PART TIME CONTRACT EPIDEMIOLOGIST SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Epidemiology services of Cardno ChemRisk of San Francisco, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2021 to June 30, 2023 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

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

(\$120,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

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

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

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

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

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

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

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

## **7. COUNTY PROPERTY.**

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County. With consent of the County, contractor may publish articles in peer-reviewed journals, submit abstracts, publish other written works of interest to the professional field, or present at professional conferences based upon the collaborative work as described in Attachment A.

## **8. INSURANCE.**

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

## **9. STATUS OF CONTRACTOR.**

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

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

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

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

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

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

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

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

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

#### **12. NONDISCRIMINATION.**

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

#### **13. CANCELLATION.**

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

#### **14. ASSIGNMENT.**

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



**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

County of Inyo	
<u>HHS – Public Health &amp; Prevention</u>	Department
<u>1360 N. Main St., Suite 203-C</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Cardno ChemRisk</u>	Name
<u>235 Pine St, Suite 2300</u>	Address
<u>San Francisco, CA 94104</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.

**25. CONSEQUENTIAL LOSS.**

Neither party shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage including but not limited to loss of revenue, loss of production or loss of profit.

**26. LIMITATION OF LIABILITY.**

Notwithstanding any other clause in this Agreement, the total aggregate liability of the Contractor to the County for any claims, losses, costs or damages arising out of or in connection with the Contractor's performance of the Agreement, whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited to the extent permissible by law to five times the total compensation received by the Contractor, or the limits of the relevant insurance policies pursuant to this Agreement, whichever is greater.

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND CARDNO CHEMRISK  
FOR THE PROVISION OF PART TIME CONTRACT EPIDEMIOLOGIST SERVICES**


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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

Dated: 7/26/2021  
\_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND CARDNO CHEMRISK  
FOR THE PROVISION OF PART TIME CONTRACT EPIDEMIOLOGIST SERVICES**

**TERM:**

**FROM: 7/1/2021 TO: 6/30/2023**

**SCOPE OF WORK:**

Contractor will:

- A. Conduct jurisdictional records review and provide County with written analysis in a format agreed upon by both Parties.
- B. Analyze data on other emerging public health and behavioral health problems as assigned.
- C. Analyze and interpret health indicators, risk factor and disease surveillance information.
- D. Evaluate quality and efficiency of County's epidemiological reporting and surveillance systems and procedures and make recommendations for enhancement. Develop surveillance and/or evaluation methods for collecting specific data as requested by County.
- E. Provide periodic written reports, in a format agreed upon by both Parties, as requested by County and appropriate to the services described in the Contract.
- F. Assist County in the development of written protocols for emergency health situations.
- G. Assist County with reporting and documentation in the preparation of apply for grants, as applicable.
- H. Attend and participate in virtual: training(s), orientation, and meetings as requested by Inyo County.
- I. Provide County with copies of licenses, certificates of insurance, and evidence of education upon request.
- J. Perform and assist in collection, analysis, interpretation, and evaluation of technical, medical, demographic, and statistical data and laboratory results.
- K. Manipulate and analyze large, complex data sets.
- L. Identify relationships and trends in data as well as factors that could affect the results of research.
- M. Identify problems and conduct research to develop and implement solutions.
- N. Organize, execute, and document multi-dimensional projects.
- O. Complete all of the above work in a 100% remote capacity; the contractor will not be driving or using mobile equipment to fulfill any aspect of the contract duties above.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND CARDNO CHEMRISK  
FOR THE PROVISION OF PART TIME CONTRACT EPIDEMIOLOGIST SERVICES**

**TERM:**

**FROM: 7/1/2021 TO: 6/30/2023**

**SCHEDULE OF FEES:**

For services satisfactorily rendered, and upon receipt of monthly invoices, the County agrees to compensate the Contractor for total expenditures in an amount not to exceed \$120,000.00, incurred from June 15, 2021 to June 30, 2023, based upon services provided.

Actual epidemiology service costs are to be invoiced to Public Health & Prevention Inyo County (ATTN: Anna Scott and Genoa Meneses) once a month, in an itemized statement that includes the date on which the services/work was performed, description of the services/work performed, who performed the services, the hourly rate breakdown, and the total cost of all services.

Expenditures beyond the agreed-upon epidemiology, must be approved in advance with express written permission and included in the monthly invoice for reimbursement and include supporting documentation (receipts). The statement to be submitted must cover the period from the 1st of the month through and including the last day of the month.

In accordance with paragraph 3. E - Billing and Payment: monthly invoices with attached expenditure information and fiscal receipts including supporting documentation to what is being claimed, should be received by Public Health & Prevention Inyo County no later than five (5) days after the end of the month. Public Health & Prevention retains the right to withhold payment until satisfactory receipt and review of those materials has taken place.

If all budget funds are paid out early in the contract period (prior to June 30, 2023), the contract will be considered complete and invoices with a zero balance do not need to be submitted. The County retains sole discretion to renew for additional terms, without a competitive bid process, subject to contractor performance, continued funding availability, and Health and Human Services (HHS) - Public Health & Prevention approval.

Invoice Due Dates: the first business day of the month, but no later than five (5) days after then end of the month.

Budget: to be paid for services provided between June 2021 to June 30, 2023 = \$120,000

All invoices will be paid in accordance with 2021 Cardno ChemRisk Rate Sheet, attached.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

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

**TERM:**

**FROM: 7/1/2021 TO: 6/30/2023**

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment C: Insurance Requirements for HHS Provider Services

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct, and personal & advertising injury with limits no less than \$3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

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

**Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor’s letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

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

**Professional Liability:** Insurance as appropriate to the Contractor’s profession (errors and omissions, medical malpractice, etc.), with limit no less than \$3,000,000 per occurrence or claim. Professional liability insurance coverage is normally required if Contractor is provided a professional service regulated by the state; however, other professional contractors, such as computer software designers and claims administration providers, should also have professional liability. Check with Risk Management if PL is required.

**Cyber Liability Insurance,** with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if Contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical



## **Attachment C: Insurance Requirements for HHS Provider Services**

information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Check with Risk Management if CL is required.

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

### **OTHER INSURANCE PROVISIONS**

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

#### **Primary Coverage**

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

#### **Notice of Cancellation**

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

#### **Waiver of Subrogation**

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

#### **Self-Insured Retentions**

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

#### **Acceptability of Insurers**

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

## **Attachment C: Insurance Requirements for HHS Provider Services**

### **Claims Made Policies (should be applicable only to professional liability)**

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

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

### **Verification of Coverage**

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

### **Subcontractors**

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

### **Special Risks or Circumstances**

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

-end-



**2021 Rate Sheet**

Title	Hourly Rate
Senior Managing Principal	\$ 575 - 600
Managing Principal	\$ 500 - 565
Senior Principal	\$ 450 - 500
Principal	\$ 400 - 450
Principal Science Advisor	\$ 375 - 400
Senior Managing	\$ 350
Managing	\$ 280
Senior Supervising	\$ 270
Supervising	\$ 255
Senior	\$ 245
Health Scientist I - II	\$ 215 - 225
Senior Associate I - II	\$ 175 - 190
Associate I - II	\$ 150 - 165
Assistant I - II	\$ 130 - 145
Research Associate I - II	\$ 100 - 120
Administrative	\$ 75
<b>Other Direct Costs</b>	
Direct Project Expense*	\$ 8/hour
Subcontractor Markup	20%
Expense Markup	20%

\*Expenses associated with the allocation of internal administrative costs such as telephone, fax, copy jobs less than 100 pages, postage, administrative support, etc. that are too small to track and allocate individually.

**Note: Outstanding balances over 45 days are subject to 9% APR.**



# County of Inyo



## Health & Human Services - Social Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 17, 2021

**FROM:** Tyler Davis

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

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**RECOMMENDED ACTION:**

Request Board ratify and approve the contract between the County of Inyo and the State of California Department of Social Services for the provision of legal consultation and representation in administrative action appeals associated with the Resource Family Approval program, for the period July 1, 2021 through June 30, 2024 and authorize the HHS Director to sign.

**SUMMARY/JUSTIFICATION:**

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

The attached contract for the period beginning July 1, 2021 through June 30, 2024, will allow Inyo County Health and Human Services to continue receiving these valuable services from CDSS. This comes to you as an approval and ratification request, as CDSS has been delayed in forwarding these contracts to counties for processing. The Department is respectfully requesting that your Board approve and ratify the contract with CDSS and authorize the HHS Director to sign the contract.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

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

**OTHER AGENCY INVOLVEMENT:**

Inyo County Probation and California Department of Social Services

**FINANCING:**

There are no County costs associated with this contract.

**ATTACHMENTS:**

1. CDSS Agreement

**APPROVALS:**

Tyler Davis	Created/Initiated - 8/4/2021
Darcy Ellis	Approved - 8/4/2021
Keri Oney	Approved - 8/10/2021
Marilyn Mann	Approved - 8/11/2021
Melissa Best-Baker	Approved - 8/11/2021
Marshall Rudolph	Approved - 8/11/2021
Marilyn Mann	Final Approval - 8/11/2021

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>21-5017</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Inyo County Health and Human Services

CONTRACTOR NAME

California Department of Social Services

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$0.00 Zero Dollars and 00/100

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	24
Exhibit A - Attachment 1	General Terms and Conditions	8
Exhibit A - Attachment 2	Information Security Requirements	2
+ - Exhibit A - Attachment 3	Public Liability and Workers' Compensation Insurance	1
+ - Exhibit A - Attachment 4	Automobile Liability/Physical Damage	1
+ - Exhibit B	Budget Detail and Payment Provisions	6

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

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

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

**CONTRACTOR**

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

California Department of Social Services

CONTRACTOR BUSINESS ADDRESS

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

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Marissa Enos

TITLE

Chief, Non-IT Contracts Section

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-5017	PURCHASING AUTHORITY NUMBER (If Applicable)
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Inyo County Health and Human Services

CONTRACTING AGENCY ADDRESS

1360 N Main St.

CITY

Bishop

STATE

CA

ZIP

93514

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

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

I. Background

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

II. Definitions

- A. “County” means the largest political division of the State having corporate powers, wherein the County’s powers are exercised through its board of supervisors or through agents and officers acting under the authority of the board or authority conferred by law (Govt. Code § 23000 et seq.). As used in this Agreement, the County includes agents, officers, directors, and County employees who conduct RFA activities on behalf of the County, as described in Welfare and Institutions Code section 16519.5 et seq.
- B. “Resource Family Approval” or “RFA” program means the program wherein an applicant seeks to meet the home environment assessment and permanency



**EXHIBIT A  
(Standard Agreement)**

assessment standards of the State of California as set forth by CDSS, with an approval provided by the County or applicable Foster Family Agency. This approval is in lieu of the existing foster care license, relative or nonrelative extended family member approval, and the adoption home study.

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

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

- A. Role of the CDSS Legal Division in the Provision of Legal Consultation and Legal Representation on Appeals:
1. The CDSS Legal Division shall act as the sole legal representative on behalf of the County in the provision of legal consultations and legal representation on appeals to an RFA Notice of Action. The County is the client and is the final decision maker on decisions affecting the legal rights of the County.
    - a. The Parties shall maintain confidentiality in all communications in accordance with any applicable confidentiality laws, privacy laws, and laws governing attorney-client relationships.
      - (1) For the purposes of this section, the County shall ensure that the agents, directors, officers, and employees of the County who conduct RFA activities on behalf of the County, are familiar with and follow applicable laws for privacy and confidentiality, as well as protect and maintain the confidential nature of the communications created by attorney-client relationships, including, but not limited to, Evidence Code section 952 and applicable case law.

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<sup>1</sup> Version 7 of the Written Directives was used as a reference in creating this Agreement. The Written Directives may be revised by CDSS during the term of this Agreement and shall be in effect from the date of revision.

**EXHIBIT A**  
**(Standard Agreement)**

2. Except as otherwise provided in this section, the CDSS Legal Division will represent the County on all appeals to an RFA Notice of Action for denial or rescission of resource family approval, denial or rescission of a criminal record exemption, or exclusion of an individual and shall appear on behalf of the County at all proceedings related to such actions that are heard by the SHD or the OAH. Nothing in this section shall preclude a County representative from being present at an RFA hearing.
  3. If the County chooses to represent itself on an appeal in an individual case, it shall not send a Statement of Facts as described in Section III(D) to the CDSS Legal Division to request representation and shall not seek legal advice or direction from the CDSS Legal Division. In those cases, the County hearing representative will receive legal advice and direction from County Counsel or their designee. The CDSS Legal Division will not provide legal representation or advice.
  4. The Parties agree that CDSS Legal Division's scope of work shall not include legal consultation or representation regarding the following:
    - a. Writs or lawsuits or similar actions filed by or against the County, except that the CDSS Legal Division may be available to consult with the County on any such actions arising out of an RFA action as described herein;
    - b. Requests for information or documents from the County such as Public Records Act requests or subpoenas issued to the County;
    - c. Placement of a dependent child or nonminor dependent;
    - d. Relative or non-relative extended family member approvals pursuant to the "*Harris*" case;
    - e. Child Abuse Central Index grievance hearings;
    - f. Dependency or delinquency matters;
    - g. Assistance with issuing or serving an investigatory subpoena or warrant;
    - h. Hearings or proceedings regarding jurisdictional disputes where no Notice of Action for denial or rescission of resource family approval, or denial or rescission of a criminal record exemption, has been served;
    - i. Defending the county on a Temporary Suspension Order (TSO); and
    - j. Any other matter within the authority and direction of the County Counsel.
- B. Duties of the County and the CDSS Legal Division Regarding Consultation:
1. In compliance with the WDs or regulations issued pursuant to Welfare and Institutions Code section 16519.5, the County is required to consult with legal counsel prior to service of a Notice of Action for denial or rescission of resource family approval, or denial or rescission of a criminal record exemption; and is required to consult with the CDSS Legal Division when recommending the exclusion of an individual.

**EXHIBIT A**  
**(Standard Agreement)**

2. Pursuant to this Agreement, legal consultation for denials or rescissions for which the County seeks CDSS Legal Division representation shall be with the CDSS Legal Division, and not County Counsel.
3. The County may request a legal consultation with the CDSS Legal Division regarding legal or evidentiary issues related to an investigation, family evaluation or other matters affecting the approval.
4. If the County seeks a TSO against a resource family's approval, in addition to consulting with the CDSS Legal Division on the matter, the County shall consult with their County Counsel prior to service of a TSO. The County should follow its internal procedures for an RFA TSO.
5. Legal consultation shall not include technical assistance regarding program requirements or procedures, RFA implementation or statewide policies; these issues shall be referred to the CDSS RFA County Liaison, RFA Policy Analyst, or RFA Inbox.
6. The County shall work with the CDSS RFA County Liaison to schedule a regular monthly legal consult meeting, or as needed. If a matter is urgent, such as a situation warranting the immediate exclusion of an individual or a TSO, the County may contact their CDSS RFA County Liaison by phone, email or in-person and request an urgent consult with their assigned CDSS Legal Division consulting attorney.
7. Prior to a scheduled legal consult, the County shall obtain the evidence necessary to support the information contained in the legal consultation memo related to the County's finding, position, or action requested.
8. The County shall prepare a confidential legal consultation memo for each matter upon which legal advice is sought through a consult with the CDSS Legal Division. A copy of the RFA legal consult memo form can be obtained through the CDSS RFA County Liaison. Upon request, the CDSS RFA County Liaison will provide technical assistance to the County regarding the program requirements or procedures including but not limited to family evaluations, RFA implementation, statewide policies, legal consult procedures or how to draft the Notice of Action, legal consultation memo or statement of facts. Both Parties shall maintain the confidentiality of all attorney-client communications, including the legal consult memo.
9. Using a secure or encrypted format, or a secure file transfer protocol, the County shall send a properly completed legal consult memo, the draft Notice of Action, as well as relevant attachments related to the request for consult including, but not limited to, investigations, court records or arrest reports.

**EXHIBIT A**  
**(Standard Agreement)**

These documents shall be sent to the CDSS RFA County Liaison and the consulting attorney at least five (5) business days prior to the date of the regularly scheduled consult.

10. The consult meeting is an opportunity for the CDSS Legal Division consulting attorney and CDSS RFA County Liaison to discuss the information in the consult memo provided by the County with the appropriate County staff. Accordingly, the County should make its best efforts to have the assigned County RFA worker or probation officer with knowledge of the facts described in the consult memo present at the consult. If the approval worker or probation officer cannot attend in person, the worker or probation officer should attend by teleconference. If that is not possible, the supervisor who is familiar with the facts of the matter shall attend.
11. If a matter to be discussed at the consult involves a recommendation for an exclusion action, a family evaluation conducted by CDSS, an investigation conducted by CDSS, or dual or multiple programs (e.g., RFA and a child care license), the County shall identify and request the appropriate CDSS RFA staff, CDSS adoptions staff or CDSS Community Care Licensing Division (CCLD) staff to attend or teleconference into the consult.
  - a. The County may request the assistance of the CDSS RFA County Liaison in arranging for the necessary CDSS staff to attend.
  - b. The County and CDSS shall share evidence and information regarding related investigations, assessments, or actions as required by the WDs.
  - c. Agents of the County who conduct activities as described in Welfare and Institutions Code section 16519.5 may be present during the portion of a consultation that is applicable to a matter for which the agent acted on behalf of the County, and for which the agent's presence is needed to discuss the information in the consult memo provided by the County. The County shall ensure that the agent of the County is aware of and complies with the confidentiality of the legal consult, the legal advice provided, and the confidentiality of any information shared, as required by law.
12. The CDSS Legal Division consulting attorney shall review the legal consult memo, the draft Notice of Action and attachments and shall advise the County regarding the Notice of Action, the proper hearing forum, and any other matter related to an investigation or proposed action. If the legal consult memo or draft Notice of Action are incomplete, said attorney may return them to the County to complete them or refer the County to the CDSS RFA County Liaison for technical assistance.
13. The CDSS Legal Division consulting attorney shall document the legal advice in writing within 3 to 5 business days, or as agreed upon at the consult, and

**EXHIBIT A**  
**(Standard Agreement)**

submit the documentation to the County and the CDSS RFA County Liaison. If the matter involves dual or multiple programs or an exclusion action, the CDSS Legal Division consulting attorney shall provide the relevant CCLD Regional Office staff (licensing action) or CDSS RFA County Liaison (RFA exclusion action) with a copy of the consult memo and legal advice.

14. If the advice of the CDSS Legal Division consulting attorney is to proceed with an action that affects the approval, the County should notify the child(ren)'s placement worker, as applicable.
15. If the County fails to comply with the requirements of this Section III(B), the County waives its right pursuant to this Agreement to have CDSS Legal Division representation on the appeal.

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

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

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

1. To obtain the CDSS Legal Division's representation on an RFA appeal, the County shall prepare a Statement of Facts using the current versions of the following confidential attorney-client forms:
  - a. Form RFA-9029: Statement of Facts Summary Sheet – Resource Family
  - b. Form RFA- 9029C: Complaint and Immediate Deficiencies Log Continuation
  - c. Form RFA-9029D: RFA Statement of Facts Dividers
  - d. Form RFA-9029W: Witnesses Continuation
2. For SHD cases, the County shall prepare the Statement of Facts, a draft position statement, and copies of all approval file documents within ten (10) business days of receipt of an appeal. The documents shall be sent electronically to the CDSS Legal Division by encrypted email or Secure File Transfer (in AARS) at the same time the appeal is forwarded to SHD (WDs, Article 12). The County shall maintain the confidentiality of the attorney-client privileged Statement of Facts forms during any transmission of the forms or in any files maintained by the County. The County shall use the draft position statement template provided by CDSS when drafting the position statement. The County shall comply with the WDs section 10-05 related to retention of the Resource Family File.
3. For OAH cases that involve a TSO or immediate exclusion action, the County shall prepare the Statement of Facts forms and copies of the RFA documents and evidence identified in the RFA 9029D: RFA Statement of Facts Dividers and send to the CDSS Legal Division and CDSS RFA County Liaison by encrypted email or Secure File Transfer within ten (10) business days of receipt of the appeal. Hard copies of the original documents shall also be sent by mail.
4. For all other OAH cases, the County shall prepare and mail to the CDSS RFA County Liaison the Statement of Facts forms and originals of all relevant documents within thirty (30) days of receipt of the appeal. The CDSS RFA County Liaison will review the documents, provide any technical assistance necessary, and then forward to the CDSS Legal Division.
5. The County shall make its best efforts to obtain certified court and law enforcement or other relevant records prior to sending the case to the CDSS Legal Division. If certified records are received after the case has been forwarded, then the County shall forward them to the CDSS Legal Division.

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6. Prior to finalizing the Statement of Facts, the County shall verify that the witness list contact information in Form RFA-9029: Witness List is current and updated, including the current placement and placement worker information for any child or nonminor dependent victim or witness.
- E. Duties of the County and CDSS Legal Division after the CDSS Legal Division Receives the Case:
1. Upon receipt of the case file, the CDSS Legal Division shall be responsible for the following:
    - a. Logging the case into the Legal Case Tracking System (LCTS) and immediately assigning the case to a CDSS Legal Division hearing attorney.
    - b. Preparing a new case memo identifying the hearing attorney and the hearing attorney's contact information and emailing it to the County staff identified on the Statement of Facts and the CDSS RFA County Liaison.
  2. The CDSS Legal Division hearing attorney will review the complete file to determine if the evidence is sufficient to go forward with the requested administrative action. If not, the County will be consulted, and the file may be closed without filing and sent back to the County for an informal resolution or to obtain more evidence.
  3. For cases to be heard at SHD, the CDSS Legal Division hearing attorney will review the draft Position Statement prepared by the County and work with the County to finalize it. Provided that the County provides the necessary and relevant information in a timely fashion, the CDSS Legal Division is responsible for filing the Position Statement and exhibits with SHD. The County shall be responsible for making available to Respondent all relevant documents in the County's possession in accordance with the WD's. Prior to disclosure to Respondent, the County shall withhold or redact documents that are confidential or privileged as required by law.
  4. For cases to be heard at OAH, the hearing attorney will prepare, sign and file the Accusation or Statement of Issues in accordance with the County's request in the Statement of Facts case summary and serve on the Respondent(s):
    - a. A copy of the filed Accusation or Statement of Issues will be provided to the County welfare director or chief probation officer or designee.
    - b. If there are any substantive changes to the allegations at issue that were identified in the Statement of Facts case summary provided by the County, the CDSS Legal Division shall consult the County welfare director,

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- chief probation officer, or designee for approval prior to filing the Accusation or Statement of Issues.
- c. A CDSS Legal Division attorney may sign an amended Accusation or Statement of Issues on behalf of the County, if the amendment is approved by the welfare director, probation officer or designee. The CDSS Legal Division shall file a copy of the amended pleading with OAH, as applicable.
5. If a resolution is sought prior to hearing, the CDSS Legal Division will discuss settlement options with the County, Respondent, CCLD or CDSS Program if applicable, draft the settlement agreement, and supervise its finalization. The County shall have the final decision on whether to approve a settlement. If a Respondent seeks to withdraw the appeal or notice of defense, the CDSS Legal Division shall prepare a written withdrawal for Respondent to sign, and if the matter has been set for hearing, submit a copy to the Administrative Law Judge.
6. For OAH cases, the CDSS Legal Division will prepare and serve documents on Respondent in accordance with Government Code sections 11507.5 and 11507.6.
7. While the RFA administrative action is pending, the County shall keep the assigned CDSS Legal Division hearing attorney informed of new developments that occur prior to the hearing (e.g., new arrests or new evidence), and of any changes in the Respondent's address or other contact information. The County shall timely forward any phone calls or correspondence from Respondent, his or her authorized representative, or SHD to the CDSS Legal Division hearing attorney.
8. The County shall assist the CDSS Legal Division, if necessary, in locating witnesses, with the service of subpoenas for appearance at hearing, and with the transportation of witnesses to the hearing. The County shall notify the assigned CDSS Legal Division hearing attorney if there are concerns about the testimony of a child or similarly vulnerable witness at hearing as specified in WDs, Article 12. The County shall assist the CDSS Legal Division hearing attorney in providing information or facilitating contact with the witness's placement worker or treatment provider if a motion to protect the witness is determined to be necessary. The County shall provide for the use of one-way closed-circuit television or video in accordance with WDs, section 12-16 (Conduct of Hearing; Confidentiality and Procedures), as applicable.
9. The CDSS Legal Division will represent the County at the prehearing conference, settlement conference, and hearing before SHD or OAH, and prepare any necessary motions, briefs, subpoenas, settlement documents or



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- other hearing documents, including those related to the County's withdrawal of a NOA and defaults, as outlined in the Written Directives.
10. The County shall be responsible for the following hearing-related duties and costs, including but not limited to the following:
    - a. Reserving hearing rooms;
    - b. Interpreters;
    - c. Court reporters;
    - d. Witness and expert witness fees;
    - e. Security, if it is determined by the CDSS Legal Division hearing attorney, the county or an administrative law judge that a threat exists to the health and safety of those persons attending a hearing;
    - f. Obtaining records needed for hearing; and
    - g. Other hearing-related costs.
  11. Following the SHD or OAH hearing, a proposed decision is adopted or rejected by the CDSS Director or designee. If the decision is rejected, the CDSS shall review the record and prepare the final decision and order, in accordance with the established standard.
  12. The CDSS will serve the final decision and order on all parties, including the County.
  13. The CDSS Legal Division may represent the County in a request for reconsideration of the decision and order, a request for rehearing, or a request to set aside a default decision and order. If a conflict of interest exists, then representation by CDSS Legal Division shall be subject to the written consent of the parties and compliance with the Rules of Professional Conduct and paragraph G of this section.
  14. The CDSS Legal Division shall update the statewide data system (i.e., AARS) with the final order or resolution.

**F. Conflict Resolution:**

1. If the County and the CDSS Legal Division consulting or hearing attorney disagree with how to proceed on a matter, the matter shall be resolved as follows:
  - a. The matter shall be elevated to the County RFA supervisor and the CDSS Legal Division attorney's supervisor to meet and confer to resolve the matter.

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

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4. In all other matters in which there exists an appearance of a conflict of interest or an actual conflict of interest, the CDSS Legal Division consulting or hearing attorney shall report the conflict to the County in writing as soon as possible after discovering the conflict. Potential conflicts of interests that may arise in RFA matters include, but are not limited to, the following:
  - a. Dual program matters involving an RFA and licensing action where the County and CDSS disagree on how to proceed;
  - b. Conflicts regarding the CDSS oversight function over the County's RFA program;
  - c. Conflicts due to a lawsuit pending against CDSS or the County; and
  - d. A request by the County for reconsideration of a CDSS issued order.

H. Withdrawal from Representation

1. If a County fails to follow legal advice or fails to perform any of its duties as set forth in this Agreement, the CDSS Legal Division retains the right to withdraw on referred cases by sending a written notice identifying those case(s) from which it is withdrawing to the County as specified in Exhibit A, Attachment 1, page 4, Paragraph O (Notices), subparagraphs 2 (United States Mail) or 3 (Email).
2. The Parties acknowledge and agree that the CDSS Legal Division must decline or terminate representation on cases as required by the California Rules of Professional Conduct.

IV. Family Evaluation

A. Provision of Family Evaluation Services

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

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

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1. Exchange of information about resource family applicants and keeping each Party informed of general progress in the family evaluations and changes that may affect the evaluation. This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective resource family.
2. Communication regarding the general progress of the evaluation that may affect the work provided by each Party, including potential inability to complete the evaluation, as needed.
3. Establishing mutually agreed upon timelines for completing the family evaluation.
4. Complying with the applicable laws and the RFA WDs relevant to family evaluations.
5. Providing other appropriate and necessary coordination as needed.

**C. Responsibilities of the County**

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

**D. Responsibilities of the CDSS**

1. The CDSS will take the following actions:

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- a. An Adoptions Supervisor will assign each family evaluation within five business days to a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be a Licensed Clinical Social Worker.
- b. Conduct an evaluation of resource family applicants according to the RFA WDs section 6-05: Family Evaluation. Evaluation to be initiated within two weeks of being assigned.
- c. Conduct a separate face-to-face interview of all persons living in the home as specified in RFA WDs section 6-05(a)(2).
- d. Request approval from the County to refer an applicant for a psychological evaluation, drug and alcohol assessment or testing, counseling, or other services during the evaluation as necessary. Associated costs of the services of the referrals shall be the responsibility of the County and paid by the County outside this Agreement to the applicable service provider.
- e. Prepare a written family evaluation that includes an evaluation of the information obtained during a family evaluation of the resource family applicant, including a risk assessment, and recommendations that RFA be approved or denied based on information gathered through the family evaluation.
- f. CDSS will provide the County with the written family evaluation report within sixty (60) days of receipt of the referral for the family evaluation, with priority for completed family evaluations for relatives with emergency placements, unless further information is needed to complete the evaluation.
- g. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a family evaluation are kept confidential as specified in RFA WDs section 4-04: Confidentiality.
- h. Provide for a copy of the family evaluation file upon request of the County staff responsible for the provision of RFA services.
- i. Provide a CDSS Adoptions Specialist to testify as to the family evaluation if the results of a family evaluation are at issue during an administrative hearing.
- j. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the family evaluation for ninety (90) days after an evaluation is provided to the County. Thereafter, the family evaluation file shall be securely delivered to the County. The County shall retain the closed evaluation file in accordance with the retention policies of CDSS. Access to a copy of the family evaluation file shall be made available to CDSS (or its agents or representatives) upon request in the event of audit, or as required or permitted by law.

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- k. For each request, the County shall provide a copy within ten (10) business days, unless the request is identified as urgent. The County shall use its best efforts to provide a copy within the period identified by CDSS for an urgent request.

**E. Conflict Resolution**

1. The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding resource family evaluation services provided by the Parties for a particular individual will be resolved as follows:
  - a. The primary social worker from the County and the CDSS will meet and confer to resolve differences regarding a particular family evaluation.
  - b. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.
  - c. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.
  - d. If the differences remain unresolved through the process specified above, the matter will be referred to the next higher level of management for each of the Parties until the matter is resolved.

**F. Conflict of Interest**

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

**V. Complaint Investigations**

**A. Agreement to Provide Complaint Investigation Services**

1. The County and CDSS agree that the CDSS CCLD shall investigate on behalf of the County all complaint allegations, made against resource families, if

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these services are identified in Section VII; this Section V provides the terms and conditions agreed upon by the Parties for all such investigations.

2. In conducting complaint investigations, the CCLD Regional Office will adhere to the requirements specified in RFA WDs sections 3-01, 3-02, 4-03, 4-05, and 9-06A.

**B. Coordination of Efforts**

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

1. As necessary, exchange information about each resource family complaint investigation and keep each Party informed of general progress in the complaint investigation and changes that may affect the result. This exchange may include, but is not limited to, any information (e.g. concerns, post complaint events, or adverse actions) relevant to the complaint investigation.
2. As needed, communicate the general progress in the complaint investigation that may affect the work provided by each Party, including potential inability to complete the complaint investigation.
3. Establish mutually agreed upon timelines for providing requested information or responses for actions not specified in the RFA WDs or applicable law.
4. Provide other appropriate and necessary coordination as needed.

**C. Complaint Referral to the CCLD**

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

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D. Complaint Assignment

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

E. File Review and Initial Complaint Investigation

1. Upon receipt of a copy of the resource family's file or access to the file, the CCLD Regional Office staff shall undertake the following:
  - a. Review the file for any conflicts of interest in order to comply with the conflict of interest provisions in RFA WDs section 9-06A(o) and (p).
    - (1) If a conflict exists or appears to exist, the CCLD Regional Office staff shall immediately report the conflict to his or her supervisor, who may transfer responsibility for the complaint investigation to another staff member.
  - b. Review the resource family's file and any related licensing files.
  - c. Confirm whether any adverse action against the resource family is currently in process by CDSS or the County, or previously undertaken or concluded by either Party. If such exist, documentation regarding the adverse action shall be made available by the County or other Division of CDSS.
    - (1) The additional documentation of any adverse actions shall be reviewed and made a part of the complaint investigation file.



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2. Initial Investigation Activities

- a. The CCLD Regional Office staff will interview the complainant, if known.
- b. Witnesses of the alleged RFA violation may be contacted by the CCLD Regional Office during the initial investigation and throughout the period the complaint investigation remains open.
- c. Any documentation received during the complaint investigation shall be made a part of the complaint investigation file.

F. The Initial 10-Day Visit to the Resource Family Home

1. The CCLD Regional Office staff will conduct an unannounced visit to the resource family's home within ten (10) calendar days of receipt of the complaint referral, except as specified in RFA WDs section 9-06A(j), (k), and (o).
2. The initial 10-day visit shall be fully documented in the CCLD complaint investigation file.

G. New Allegations

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

H. RFA Deficiencies

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

I. Further Investigation Required

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

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J. Complaint Investigation Report

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

K. Notification to Resource Family and Complainant

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

L. Follow-Up

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

M. Cross-Reporting Investigation Results

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

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N. Records

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

O. Reporting Complaints with Investigations Pending

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

VI. Home Health and Safety Assessment

A. Provision of Home and Health Safety Assessment Services

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

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

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

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

**C. Responsibilities of the County**

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

**D. Responsibilities of the CDSS**

1. The CDSS will take the following actions:
  - a. Assign a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be bilingual and/or a Licensed Clinical Social Worker for each home health and safety assessment.

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- b. Conduct a home health and safety assessment according to the RFA WDs section 6-02(a)(2): that includes all of the following: A health and safety assessment of the home and grounds, outdoor activity space and storage areas of the applicant's home using form RFA-03: Resource Family Home Health and Safety Assessment Checklist, to determine compliance with certain sections of Article 11 of the WDs and, if applicable, section 11.1-07: Additional Home and Grounds Requirements for Specialized Resource Families.
- c. Prepare a summary of the home health and safety assessment in a written format that includes an evaluation of the information obtained during a home health and safety assessment of the resource family applicant's home and property, e.g. if there are items that needed to be repaired or purchased.
- d. CDSS will provide the County with the written summary report, that also includes the completed original Form RFA 03, within sixty (60) days of receipt of the referral from the County for the home health and safety assessment.
- e. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a home health and safety assessment are kept confidential as specified in RFA WDs section 4-04: Confidentiality.
- f. Provide for a copy of the home health and safety assessment file upon request of the County staff responsible for the provision of RFA services.
- g. Provide a CDSS Adoptions Specialist to testify in regards to the home health and safety assessment if the results of a home health and safety assessment are at issue during an administrative hearing.
- h. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the home health and safety assessment for ninety (90) days after an assessment is provided to the County. Thereafter, the home health and safety assessment file shall be securely delivered to the County. The County shall retain the closed assessment file in accordance with the retention policies set forth in Article 10, section 10-05 of the Written Directives. Access to a copy of the home health and safety assessment section of the resource family file shall be made available to CDSS (or its agents or representatives) upon request in the event of a review or audit, as permitted by law, or as required by court order.

**E. Conflict Resolution**

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

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

**F. Conflict of Interest**

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

**VII. Identification of Services**

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

Section IV, Family Evaluation

Section V, Complaint Investigations

Section VI, Home Health and Safety Assessment

**EXHIBIT A**  
**(Standard Agreement)**

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

VIII. Project Representatives

The Project Representatives during the term of this Agreement shall be:

CDSS

Name: Meryl Press  
Title: RFA Policy Analyst  
Address: 744 P Street, MS 8-13-552  
Sacramento, CA 95814  
Phone: (916) 651-9431  
Email: [Meryl.Press@dss.ca.gov](mailto:Meryl.Press@dss.ca.gov)

County of Inyo

Name: Keri Oney  
Title: Deputy Director  
Inyo County Health and Human Services  
Address: 920 N. Main Street  
Bishop, CA 93514  
Phone: (760) 872-0902  
Email: [koney@inyocounty.us](mailto:koney@inyocounty.us)

Either party may make changes to the Project Representative information by giving ten (10) calendar days written notice to the other Party. Said changes shall not require an amendment to this Agreement.

IX. Authority to Enter into This Agreement

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

## GENERAL TERMS AND CONDITIONS

### A. Term

The initial term of this Agreement shall commence on July 1, 2021 and shall terminate on June 30, 2024 (the “**Initial Term**”). This Agreement may be renewed by written amendment on a year-to-year basis for each one-year renewal period, upon its commencement, to constitute part of the “**Term**” for all purposes hereunder.

### B. Termination

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

### C. Ineligible for Federal Assistance

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

### D. Amendments

This Agreement may be modified, amended, or supplemented only by a written amendment, signed by a Representative from each Party, who has the authority to



## **GENERAL TERMS AND CONDITIONS**

act on behalf of their respective Party. Each Party is responsible for obtaining the necessary approval(s) before entering into any amendment.

### **E. Time**

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

### **F. Default**

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

### **G. Conflict of Interest**

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

### **H. Nondiscrimination**

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

## **GENERAL TERMS AND CONDITIONS**

1. The Parties represent that each is aware and shall follow: a) Title VII of the Civil Rights Act of 1964, including subsequent amendments (42 U.S.C. § 2000e et seq.); b) the Age Discrimination Act of 1967 (29 U.S.C. § 621 et seq.); c) Title I of the Americans with Disabilities Act of 2008 (42 U.S.C. § 12101 et seq.); and d) the California Fair Employment and Housing Act (California Govt. Code, § 12900 et seq.), including the related regulations commencing at 2 CCR § 11006 et seq.
2. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination.
3. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all sub-agreements, if any, to perform services under this Agreement.

### **I. Change in Statutes or Regulations**

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

### **J. Assignment**

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

### **K. Responsibility of Project Representatives**

All matters concerning the administration of this Agreement, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least ten days prior to such change in accordance with paragraph O (Notices). The Project Representatives for the Parties are specified in the Exhibit A, Page 25, Section VIII.

## GENERAL TERMS AND CONDITIONS

### L. Waiver

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

### M. Cumulative Rights

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

### N. Severability

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

### O. Notices

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

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

## **GENERAL TERMS AND CONDITIONS**

### **P. Compliance with Applicable Laws**

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

### **Q. Negotiated Agreement**

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

### **R. Independent Advice**

Each Party represents that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also represents that it has received independent legal advice from its attorney with respect to the matters set forth in this agreement and the rights and duties arising out of this Agreement, or that such Party willingly foregoes any such consultation.

### **S. Information Subject to a Business Associate Agreement**

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

### **T. Conflicting Disclosure Laws**

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

### **U. Mailing of Confidential Information**

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require

## **GENERAL TERMS AND CONDITIONS**

that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

### **V. Transporting Records**

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

### **W. Indemnification**

#### **1. Claims Arising from Acts or Omissions of the County**

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

#### **2. Claims Arising from Acts or Omissions of the CDSS**

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

## **GENERAL TERMS AND CONDITIONS**

Agreement. The CDSS shall notify the County promptly of any claim action or proceeding and cooperate fully.

### **X. Relationship of the Parties**

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

### **Y. Bankruptcy**

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

### **Z. Insurance Requirements**

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

### **AA. Title to Documents; Copyrights**

The reports, forms and other materials produced by the CDSS pursuant to this Agreement are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS. Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

## GENERAL TERMS AND CONDITIONS

### **BB. Venue**

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

### **CC. Controlling Law**

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

### **DD. Entire Agreement**

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

## Information Security Requirements

### I. Information Security Incidents and/or Breaches

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



- E. Written Report.** CDSS shall provide a written report of the investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within fifteen (15) working days of the discovery of the Incident and/or Breach. To the extent CDSS has such information, the report shall include but not be limited to the following:
1. CDSS point of contact information;
  2. Description of what happened, including the date of the Incident and/or Breach and the date of the discovery of the Incident and/or Breach, if known;
  3. Description of the types of County CSP that were involved, and the extent of the information involved in the Incident and/or Breach;
  4. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed County CSP;
  5. A description of where the County CSP is believed to have been improperly transmitted, sent, or utilized;
  6. A description of the probable causes of the improper use or disclosure;
  7. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
  8. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach.
- F. Notification of Individuals.** CDSS shall notify individuals of the breach or unauthorized use or disclosure when notification is required under applicable state or federal law as determined by the County. CDSS shall pay any costs of such notifications, as well as any costs associated with the breach. The CDSS Program Contract Manager and the County Information Security and/or Privacy Officer shall promptly approve the time, manner and content of any such notifications, and such approval shall not be unreasonably withheld.



July 1, 2021

**STATE OF CALIFORNIA  
PUBLIC LIABILITY AND WORKERS' COMPENSATION  
INSURANCE FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022**

Whom It May Concern:

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

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

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

A handwritten signature in black ink that reads 'Lynan Graf' in a cursive script.

Associate Risk Analyst  
Office of Risk and Insurance Management  
Phone : (916) 376-5290  
Fax: (916) 376-5275  
[Lynan.qraf@dgs.ca.gov](mailto:Lynan.qraf@dgs.ca.gov)



Governor Gavin Newsom

June 7, 2021

**STATE OF CALIFORNIA AUTOMOBILE  
LIABILITY / PHYSICAL DAMAGE  
FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022**

To Whom It May Concern:

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

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

Sincerely,

A handwritten signature in black ink that reads "Lynan Graf". The signature is written in a cursive, flowing style.

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

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed \$0. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

21/22	\$0.00
22/23	\$0.00
23/24	\$0.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), County agrees to pay CDSS for said services in accordance with the rates specified below:
  - a. Invoicing for Family Evaluations
    - i. If Family Evaluations were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Family Evaluation services were completed. The quarterly invoices shall include for each completed Family Evaluation the non-federal cost per case rate.
    - ii. The CDSS shall track each Family Evaluation and invoice for the non-federal share of \$1,683.00 per each Family Evaluation.<sup>1</sup> CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year shall be subject to change based on the applicable federal discount rate for that year.
    - iii. The County shall pay CDSS quarterly for the completed Family Evaluations. For payment the County shall draw down funds from the General Fund RFA allocation. Once the total RFA allocation is

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<sup>1</sup> The estimated cost to complete each Family Evaluation is \$2,305.00. The federal funds share is \$622.00.

exceeded, the County shall use its Local Revenue Fund (LRF) for subsequent payment(s).

- iv. If it is determined by CDSS that the average family evaluation greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).
- v. If the Exhibit A identifies that CDSS shall provide only a portion of the County's Family Evaluations, the cost of the Family Evaluation shall be the same as identified in section A, paragraph 2 (a) (ii), above.

b. Invoicing for Complaint Investigations

- i. If Complaint Investigations were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Complaint Investigations were completed. The quarterly invoices shall include, for each completed complaint investigation, the non-federal cost per case rate.
- ii. The CDSS shall track each Complaint Investigation and invoice for the non-federal cost of \$1,453.00.<sup>2</sup> CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year shall be subject to change based on the applicable federal discount rate for that year.
- iii. The County shall pay CDSS quarterly. For payment the County shall draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County shall use its LRF for subsequent payment(s).
- iv. If it is determined by CDSS that the average complaint investigation greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these

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<sup>2</sup> The estimated cost to complete each Complaint Investigation is \$1,991.00. The federal funds share is \$538.00.

services the amount paid to CDSS may be increased for the next fiscal year(s).

- v. If the Exhibit A identifies that CDSS shall provide only a portion of the County's Complaint Investigations, the cost of the Complaint Investigation shall be the same as identified in this Exhibit B, section A, paragraph 2 (b)(ii), above.

c. Invoicing for Home Health and Safety Assessments

- i. If Home Health and Safety Assessments were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Home Health and Safety Assessments services were completed. The quarterly invoices shall include, for each open Home Health and Safety Assessment, the non-federal cost per case rate.
- ii. The CDSS shall track each Home Health and Safety Assessment and invoice for the non-federal share of cost of \$474.00 per each Home Health and Safety Assessment.<sup>3</sup> CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal shall be subject to change based on the applicable federal discount rate for that year.
- iii. The County shall pay CDSS quarterly. For Payment the County shall draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County shall use its Local Revenue Fund (LRF) for subsequent payment(s).
- iv. If it is determined by CDSS that the average Home Health and Safety Assessment greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).

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<sup>3</sup> The estimated cost to complete each Home, Health and Safety Assessment is \$649.00. The federal funds share is \$175.00.

- v. If the Exhibit A identifies that CDSS shall provide only a portion of the County's Home Health and Safety Assessments, the cost of the Home Health and Safety Assessments shall be the same as identified in this Exhibit B, section A, paragraph 2 (c)(ii), above.
3. The County shall be responsible for payment of the contracted services and activities provided by CDSS in accordance with rates above from the following sources and in the following order:
  - \* General Fund Resource Family Approval allocation (if such exists in the State Budget);
  - \* the County's 2011 Realignment LRF; and
  - \* other County funds.

4. Continuation of Services

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

5. Cost Increase

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

6. Invoices shall include the Agreement No. 21-5017 and Index Code 2552 and shall be submitted in triplicate or as otherwise requested by the County nor more frequently than quarterly in arrears to:

Inyo County Health and Human Services  
Address: 920 N. Main Street  
Bishop, CA 93514  
Attn: Keri Oney

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

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

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

**B. State Budget Contingency Clause**

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

**C. For Contracts with Federal Funds**

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.



3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. CDSS, at its option, may terminate this Agreement upon 30-days notice, or to amend the Agreement to reflect any reduction in Federal funds.

D. Review

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



# County of Inyo



## County Administrator - Personnel

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 17, 2021

**FROM:** Sue Dishion

**SUBJECT:** Contract with HansonBridgett

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**RECOMMENDED ACTION:**

Request Board ratify and approve the contract between the County of Inyo and Hanson Bridgett LLP for the provision of Specialized Law Enforcement Legal Services and Employment Advice, in the amount of \$100,000 for the term of July 26, 2021 through June 30, 2022, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget, authorize the Chairperson to sign the contract and HIPPA Business Associate Agreement, contingent upon obtaining all appropriate signatures.

**SUMMARY/JUSTIFICATION:**

The firm provides the County with advice and representation in specialized law enforcement employment and labor law matters. It is recommended that the County contract with HansonBridgett for these legal services. The County previously had utilized the services of their partner Alfonso Estrada to provide advice and representation.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The County could decline to approve the agreement with Hanson Bridgett LLP and attempt to find other legal counsel to assist the County in these matters, or could seek to provide these services through in-house lawyers. Neither alternative is recommended because of the specialized nature of the legal services required.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The Personnel Department has budgeted for outside legal counsel contracts in FY 2021/2022 Personnel Budget Unit 010800

**ATTACHMENTS:**

1. Inyo County - Hanson Bridgett LLP Contract

**APPROVALS:**

Denelle Carrington  
Darcy Ellis  
Sue Dishion  
Marshall Rudolph  
Amy Shepherd

Created/Initiated - 8/11/2021  
Approved - 8/11/2021  
Approved - 8/11/2021  
Approved - 8/11/2021  
Final Approval - 8/11/2021

**AGREEMENT BETWEEN COUNTY OF INYO  
AND HANSON BRIDGETT LLP  
FOR THE PROVISION OF LEGAL SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of Hanson Bridgett LLP, of Los Angeles, California, (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from July 26, 2021, until June 30, 2022, unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

B. Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the office of County Counsel. 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 Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to under the rates set forth in Attachment **C**, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment **B**) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work requested by County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

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

E. 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, including travel and per diem expenses, if any, shall not exceed \$100,000 (One Hundred Thousand 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, including travel or per diem, which is in excess of the contract limit.

F. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor 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 last day of the month following the month in which services were rendered. 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. Contractor's statement to the County will also include an itemization of any incidental expenses, or travel or per diem expenses which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for incidental expenses, 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 last day of the month, County shall make payment to Contractor within 30 days after receipt of the statement.

G. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and

other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

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

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

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to 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, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

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

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

#### **7. COUNTY PROPERTY.**

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

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

## **8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

## **9. INSURANCE.**

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

## **10. STATUS OF CONTRACTOR.**

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

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

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

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

## **11. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold 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. Contractor'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 Contractor, 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.

Contractor'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 Contractor to procure and maintain a policy of insurance.

Notwithstanding the foregoing, the indemnification and other obligations described in this Section 11 shall not apply to any claim, action or proceeding arising out of or resulting from any negligent or willful act constituting or which could be brought as a claim for legal malpractice against Contractor, its officers, employees, agents, or subconsultants. In the event of any such claim, County shall make such claim as a claim resulting from legal malpractice and not under the general indemnity provision of this section.

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

## **12. RECORDS AND AUDIT.**

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

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

## **13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the



California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**14. CANCELLATION.**

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

**15. ASSIGNMENT.**

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

**16. DEFAULT.**

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

**17. 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-four (24) below.

**18. CONFIDENTIALITY.**

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

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

**23. ATTORNEY'S FEES.**

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

**24. 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.

**25. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be

required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

**COUNTY OF INYO:**  
County Administrator  
P.O. Box N  
224 North Edwards Street  
Independence, CA 93526

**CONTRACTOR:**  
HANSON BRIDGETT  
777 S. Figueroa Street, Suite 4200  
Los Angeles, CA 90017  
Attn: Alfonso Estrada

**26. ENTIRE AGREEMENT.**

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

**27. COUNTERPARTS.**

This Agreement may be signed in counterparts and all parts together shall be considered one agreement. The parties agree that this Agreement may be deemed executed by the delivery of signatures of the Parties by DocuSign or electronic transmission.

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***[Signatures on following page]***

**AGREEMENT BETWEEN COUNTY OF INYO  
AND HANSON BRIDGETT LLP  
FOR THE PROVISION OF LEGAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED SIGNATORIES THIS \_\_\_\_\_ DAY OF AUGUST, 2021.

**COUNTY OF INYO**

**HANSON BRIDGETT LLP (Contractor)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND HANSON BRIDGETT LLP  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** July 26, 2021, until June 30, 2022.

**SCOPE OF WORK:**

1. Contractor shall provide legal services including advice and also representation of the County and such of its agents, officers and employees as the County may designate, in applicable litigation before state and federal courts, and county, state and federal administrative agencies. Contractor shall receive direction from the Inyo County Board of Supervisors, County Counsel and/or County Administrator or designees. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement.
2. Contractor shall maintain and retain files and materials on cases and other matters upon which Contractor is working. Electronic copies of documents received and created by Contractor shall be delivered to the County Counsel's office to be stored.
3. Contractor shall file and serve required pleadings, notices, discovery documents and materials on behalf of the County, its officers, or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
4. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, documents and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
5. Contractor shall take the actions necessary to have all pleadings, notices, discovery, documents and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his offices and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel at the Independence office, one copy of all pleadings, notices, discovery and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
6. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
7. Contractor shall not accept other employment which will interfere or cause a conflict of interest with representation of the County of Inyo and its agents, officers and employees without prior written approval from County Counsel.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND HANSON BRIDGETT LLP  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** July 26, 2021, until June 30, 2022.

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

Alfonso Estrada: \$345.00/hour  
Of Counsel/Associates: \$250-350.00/hour  
Paralegal: \_\_\_\_\_  
Travel: Same as Above

**2. INCIDENTAL EXPENSES:**

Contractor shall not be obligated to advance costs on behalf of County; however, for the purposes of convenience and in order to expedite matters, Contractor reserves the right to advance costs on behalf of the Client with Client's prior approval in the event a particular cost item exceeds \$2,000.00 in amount and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/teletype charges (at \$0.10 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND HANSON BRIDGETT LLP  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** July 26, 2021, until June 30, 2022.

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT**

Travel shall be at the County's request and will be billed at cost.  
Per diem travel from portal to portal will be at the current IRS rate.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND HANSON BRIDGETT LLP  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** July 26, 2021, until June 30, 2022.

**Insurance Requirements for Professional Services**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
  3. **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.  
***(Not required if consultant provides written verification it has no employees)***
1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**Other Insurance Provisions**

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

***Additional Insured Status***



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

#### **Other Insurance Provisions**

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

##### **Primary Coverage**

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

##### **Notice of Cancellation**

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

##### **Waiver of Subrogation**

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

##### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

##### **Acceptability of Insurers**

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

##### **Claims Made Policies**

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

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

##### **Verification of Coverage**

Consultant shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require

complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

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



# County of Inyo



## County Administrator

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 17, 2021

**FROM:** Denelle Carrington

**SUBJECT:** Declare items surplus and approve donation of furniture

---

**RECOMMENDED ACTION:**

Request Board: A) declare a limited amount of office furniture staged at the fairgrounds after the move to the County Office Building to be surplus; and B) approve the donation of said office furniture to various local agencies (4/5ths vote required).

**SUMMARY/JUSTIFICATION:**

California Government Code section 25365 allows the Board of Supervisors, upon a 4/5ths vote, to donate the County's personal property that it declares to be surplus to local public agencies. All County Departments have now had the chance to claim any items that they wanted, and the rest of the items need to be surplus. This item is on for your Board to declare certain personal property to be surplus to the County, and to donate said property to certain local public agencies.

With the move to the new County Office Building, the County had a stockpile of old and used office furniture staged at the fairgrounds. All County Departments now have had the opportunity to go through the surplus and the rest of the furniture needs to be made available to other public local agencies. As such, staff requests that the Board declare said furniture to be surplus, and to donate that furniture to those agencies pursuant to Government Code section 25365.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not approve but this is not recommended.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

No fiscal impact.

**ATTACHMENTS:**

**APPROVALS:**

Denelle Carrington  
Darcy Ellis  
Denelle Carrington  
Marshall Rudolph  
Amy Shepherd  
Leslie Chapman

Created/Initiated - 8/12/2021  
Approved - 8/12/2021  
Approved - 8/12/2021  
Approved - 8/12/2021  
Approved - 8/12/2021  
Final Approval - 8/12/2021



# County of Inyo



## Clerk of the Board

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 17, 2021

**FROM:** Assistant Clerk of the Board

**SUBJECT:** Approval of Board of Supervisors Meeting Minutes

---

**RECOMMENDED ACTION:**

Request Board approve the minutes of the regular Board of Supervisors meetings of July 27, 2021, August 3, 2021, and August 10, 2021.

**SUMMARY/JUSTIFICATION:**

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

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis  
Darcy Ellis

Created/Initiated - 8/11/2021  
Final Approval - 8/11/2021



# County of Inyo



## County Counsel/County Administrator

### TIMED ITEMS - ACTION REQUIRED

**MEETING:** August 17, 2021

**FROM:** Marshall Rudolph, Leslie Chapman

**SUBJECT:** Proposed Ordinances

---

#### RECOMMENDED ACTION:

**11 a.m. - County Counsel/County Administrator** - Request Board: A) approve an ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Chapter 2.07 of the Inyo County Code, Pertaining to Reorganization of County Departments and Offices;" and B) approve an ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Ordinance Number 1044 and Establishing a New Chapter 2.30 of the Inyo County Code."

#### SUMMARY/JUSTIFICATION:

For a number of reasons, not the least of which includes a more efficient budgeting structure, County administration recommends your Board relocate the Veterans Services Officer to a place within the CAO's Department. This action requires an ordinance because the Veterans Services Officer was previously organized within the Sheriff's Department via ordinance. As discussed in the Background section of this staff report, staff recommends you concurrently repeal Inyo County Code Chapter 2.07.

#### BACKGROUND/HISTORY OF BOARD ACTIONS:

Normally the movement of a position like the VSO would be routine business for a county board of supervisors. However, Inyo County is in a relatively unique spot here given the existence of "Measure A" and Inyo County Code Chapter 2.07, which codified Measure A. Measure A generally provides that no Board ordinance changing the structure of a County department or office is effective until it is thereafter approved by the voters.

Measure A was a citizens initiative measure placed on the March 7, 2000, Inyo County consolidated statewide primary election ballot. A majority of the citizens voting approved Measure A although issues were raised at the time regarding its likely unconstitutionality. Notwithstanding Measure A being passed, in 2001, the Board moved the Veterans Service Officer into the Sheriff's Department without adhering to the requirements of Measure A. Additionally, in 2004, the Board reorganized the Environmental Health Department via consolidating (1) the Animal Control Program with the Sheriff's Department and (2) the Mosquito Abatement Program with the Ag Department, also without adhering to the requirements of Measure A. However, in 2006, the Board codified the substance of Measure A as Chapter 2.07 of the Inyo County Code. That codification did not affect the validity or invalidity of Measure A. And Chapter 2.07 itself is arguably an unconstitutional attempt to delegate to the voters a discretionary power that is in the nature of a public trust which cannot be exercised by anyone except the Board of Supervisors.

The Office of the County Counsel previously opined, and continues to opine, that a court would most likely find Measure A to be an unconstitutional attempt to use the initiative power because, among other reasons, your Board was delegated exclusive power over the organization of County Departments and certain Offices by the State Legislature (pursuant to the California Constitution). However, given the codification of Chapter 2.07 by your Board requiring your organizational decisions to be ratified by the electorate, the recommendation to re-organize the veterans service officer within the County government, and the potential for your Board to come across the same or similar issues in the future, staff recommends that Chapter 2.07 be repealed concurrently with the relocation of the VSO. This would leave only the applicability and likely unconstitutionality of Measure A as the key remaining issues needing resolution if litigation is commenced over the relocation of the VSO.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could make no changes to the location of the VSO within the County government. This is not recommended based on the reasons provided for moving the VSO above.

Your Board could change the location of the VSO but also leave Inyo County Code Chapter 2.07 in place. This is not recommended because your Board would then need to submit the Ordinance to the voters in order to comply with Chapter 2.07, which is itself arguably unconstitutional. Or, if you did not choose to comply with Chapter 2.07, then the validity of the Ordinance would be exposed to a lawsuit based on a failure to adhere to the provisions of Chapter 2.07, in addition to the potential claims regarding the applicability of Measure A. Any similar future actions would be subject to the same costs and/or litigation exposures if Chapter 2.07 is left in place.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. Ordinance Repealing Chapter 2.07
2. Ordinance Replacing Chapter 2.30

**APPROVALS:**

John Vallejo	Created/Initiated - 7/27/2021
John Vallejo	Approved - 7/27/2021
Darcy Ellis	Approved - 7/27/2021
Marshall Rudolph	Approved - 7/29/2021
Sue Dishion	Approved - 8/4/2021
Leslie Chapman	Final Approval - 8/10/2021

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING CHAPTER 2.07 OF THE INYO COUNTY CODE, PERTAINING TO REORGANIZATION OF COUNTY DEPARTMENTS AND OFFICES**

**WHEREAS**, pursuant to the California Constitution, the State Legislature has delegated to county boards of supervisors the exclusive power to organize the structure of County Departments and certain County Offices; and

**WHEREAS**, in March of 2000, the County’s voters approved a citizens initiative measure identified as “Measure A”, that interferes with the Board of Supervisors’ ability to carry out that exclusive power by requiring voter approval of any ordinances the Board may wish to enact that would alter the structure of County departments and offices; and

**WHEREAS**, in 2006, the Board of Supervisors codified Measure A as Chapter 2.07 of the Inyo County Code, via Ordinance 1044; and

**WHEREAS**, the current Board of Supervisors determined that Chapter 2.07 is unconstitutional; and

**WHEREAS**, this ordinance does not affect the validity or invalidity of Measure A.

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

**SECTION I:** Chapter 2.07 is repealed in its entirety.

**SECTION II: EFFECTIVE DATE**

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

**PASSED AND ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2021.**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**



---

**Jeff Griffiths, Chairperson**  
**Inyo County Board of Supervisors**

**ATTEST:**  
**Leslie Chapman**  
**Clerk of the Board**

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING ORDINANCE NUMBER 1044 AND ESTABLISHING A NEW CHAPTER 2.30 OF THE INYO COUNTY CODE, PERTAINING TO THE VETERANS SERVICES OFFICER**

**WHEREAS**, pursuant to the California Constitution, the State Legislature has delegated to county boards of supervisors the exclusive power to organize the structure of County Departments and certain County Offices; and

**WHEREAS**, in March of 2000, the County’s voters approved a citizens initiative measure identified as “Measure A”, that interferes with the Board of Supervisors’ ability to carry out that exclusive power by requiring voter approval of any ordinances the Board may wish to enact that would alter the structure of County departments and offices; and

**WHEREAS**, in 2004, Inyo County located the Veterans Services Office within the Sheriff’s Department without adhering to the requirements of Measure A; and

**WHEREAS**, the Inyo County Board of Supervisors has determined that Measure A is unconstitutional; and

**WHEREAS**, the Inyo County Board of Supervisors has also determined that it will now be more efficient and effective to locate the Veterans Services Office within the County Administrator’s Office, which will require enactment of an ordinance.

**[INTENTIONALLY BLANK]**

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

**SECTION I:** Inyo County Ordinance No. 1044 is hereby repealed.

**SECTION II:** Military and Veterans Code Section 970 allows the board of supervisors of any county to appoint, prescribe the qualifications of and fix the compensation of the county veterans service officer. Military and Veterans Code Section 970 also provides that two or more counties may jointly establish a single veterans service office which shall serve all the counties that agreed to the joint establishment of that office. Military and Veterans Code Section 972 provides that the board of supervisors may provide the veterans service officer with such assistance and facilities as it deems necessary. Finally, Government Code Section 24308 authorizes a county board of supervisors, by ordinance, to organize the delivery of services by consolidating, integrating, or separating duties and functions of county officers and organizational units within departments, to the extent deemed necessary by the board of supervisors.

**SECTION III:** Chapter 2.30 is hereby added to the Inyo County Code to read as follows:

“2.30.010 Location. The County Veterans Service Office is located within the County Administrator’s Office.

2.30.020 Duties.

The County Veterans Service functions are as follows:

- A. Administering the aid provided for in, and investigating all claims, applications or request for aid made pursuant to the terms of Chapter 5, Division 4 of the Military and Veterans Code;
- B. Assisting every veteran of any war of the United States and the dependent of every deceased veteran, in presenting and pursuing any claim the veteran may have against the United States and establishing the veteran’s right to any privilege, preference, care, or compensation provided for by the laws of the United States or of this State;
- C. Presenting and pursuing claims against the United States referred by any public agency pursuant to Section 721 of the Military and Veterans Code;
- D. Administering and certifying oaths and affirmations, taking and certifying affidavits and acknowledgements, and exercising any other power of a notary public, as part of the veterans officer duties under Chapter 5, Division 4 of the Military and Veterans Code in assisting veterans with respect to their affairs;

E. Establishing offices in Independence, Bishop, and such other locations as are provided by the county, and performing outreach services and activities in other areas as are reasonable and necessary;

F. Any other duties provided for the county veterans service officer by the State of California; and

G. All other related duties and functions as determined by the county.

2.30.030 Assets. Upon location within the County Administrator's Office, all assets of the county Veterans Service Office held by it or any other County Department shall become assets of the County Administrator's Office.

2.30.040 Personnel. Upon location within the County Administrator's Office and except as provided in Section 2.30.050 below, all employees and other personnel who serve the county veterans service office and perform veterans service functions, shall remain employees of the County and become the personnel of the County Administrator's Office at their existing or equivalent classifications, and at their existing salaries and benefits that include accrued and unused vacation, sick-leave, flex-time, and health and pension plans. Further employment seniority of an employee of the County Veterans Service Office upon the Veterans Service Office being located within the County Administrator's Office shall be counted towards seniority in the County Administrator's Office and all time spent in the same, equivalent, or higher classification shall be counted toward classification seniority.

2.30.050 Veterans Service Officer—Qualifications, appointment, duties, and compensation.

A. Any person appointed as the Veterans Service Officer shall have the following qualifications:

1. Shall be a veteran as defined by Section 980 of the Military and Veterans Code;

B. The Veterans Service Officer shall be appointed by (and report to) the board of supervisors or its designee.

C. The Veterans Service Officer's duties shall be those set forth in Military and Veterans Code Section 970 et seq., and the ordinance codified in this section.

2.30.060 [RESERVED]

2.30.070 Agreement for joint Inyo-Mono Veterans Service Office.

Mono County may agree in writing to the joint establishment of a Inyo-Mono veterans service office as established under the provisions of this chapter. Should Mono County not agree, or cease to agree at any time to the joint establishment of the Veterans Service Officer as provided for by this chapter, then this chapter shall provide only for the establishment and location of the Inyo County Veterans Service Officer.”

**SECTION III: EFFECT ON PRIOR AGREEMENTS**

This ordinance shall not have any effect on agreements entered into with Mono County pursuant to the provisions of former Inyo County Code Section 2.30.070, and any such agreements shall remain in full force and effect according to the terms of any such agreements.

**SECTION IV: EFFECTIVE DATE**

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

**PASSED AND ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2021.**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**Jeff Griffiths, Chairperson**  
**Inyo County Board of Supervisors**

**ATTEST:**  
**Leslie Chapman**  
**Clerk of the Board**

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



# County of Inyo



## Planning Department

### TIMED ITEMS - ACTION REQUIRED

**MEETING:** August 17, 2021

**FROM:** Cathreen Richards

**SUBJECT:** 2021 Housing Element Update

---

**RECOMMENDED ACTION:**

**11 a.m. - Planning Department** - Request Board: A) receive a presentation from staff on General Plan Amendment 2021-01/Inyo County – 2021 General Plan Housing Element Update; B) conduct a public hearing; C) approve General Plan Amendment 2021-01/Inyo County – 2021 General Plan Housing Element Update and certify that it is a Negative Declaration of Environmental Impact; and D) direct staff to send to the California Department of Housing and Community Development for certification.

**SUMMARY/JUSTIFICATION:**

The General Plan Housing Element is required pursuant to California Government Code Section 65580 et seq., and works to provide housing for all of Inyo County's residents. Housing Element law is one of the most complicated of the General Plan Elements and it must be approved by the State. The County's Housing Element was last updated in 2014 and the current update is due August 30, 2021.

The 2014 Housing Element was reviewed and revised by staff. This update consisted of replacing the outdated demographics included in the element; a review of the policies already in place and where the county is with regard to them; addressing the 2021 Regional Housing Needs Allocation (RHNA) and, revisions to the current policies and programs based on new state regulations for housing elements, as well as, comments received through public and stakeholder input.

**ANALYSIS**

Housing Element law declares that the availability of housing is of vital statewide importance, and the attainment of decent housing and a suitable living environment for every Californian is a priority of the highest order. Inyo County's Housing Element provides for adequate housing for its population based on income brackets.

*Demographics*

New demographic information revealed that very little has changed in Inyo County since 2014 with regard to the types of people who live in Inyo County based on race and ethnicity, income, and housing needs. It has also not changed much in total population. In 2013 there were 14,696 people and in 2020 14,763, illustrating a 0.4-percent growth rate (or 67-people) during the 7-year period.

*Regional Housing Needs Allocation (RHNA)*

The slow growth of Inyo County along with a national recession and housing crisis, led the State to greatly reduce the 2014 RHNA from the 2009 allocation. In 2009 the County was to plan for a total of 435 units; in 2014 the number was reduced to 160. For 2020 the number has increased to 205. A breakdown of units by income category can be seen on the following table:

<u>Income Level</u>	<u>2021 RHNA Allocation</u>	<u>Unit Provided by Land Inventory</u>	<u>Shortfall/Surplus</u>
<u>Extremely Low</u>	<u>23</u>	<u>23</u>	<u>0</u>
<u>Very Low</u>	<u>23</u>	<u>23</u>	<u>0</u>
<u>Low</u>	<u>40</u>	<u>85</u>	<u>+45</u>
<u>Moderate</u>	<u>39</u>	<u>110</u>	<u>+71</u>
<u>Above Moderate</u>	<u>80</u>	<u>80</u>	<u>0</u>
<b><u>Total</u></b>	<b><u>205</u></b>	<b><u>321</u></b>	<b><u>+116</u></b>

Three sites have been identified for the extremely low, very low, low and moderate income categories. One is on Main Street in Big Pine and the other two are located outside of the Bishop City limits, one is just to the south of the Jack in the Box restaurant and the other is across Highway 395 on First Street. The eighty above moderate income units are identified on parcels scattered throughout the northern part of the County (More specifically the Owens Valley) as infill.

*New State legislation*

This round of Housing Element updates requires numerous changes by the State and includes the following:

- Transitional and supportive housing, group homes and residential care facilities need to be updated for definitions and/or where they are required to be allowed There are also new parking requirements for these
- Program for ADU/JADU development
- Low Barrier Navigation Centers need to be added
- A RHNA sites monitoring program
- Updates to density bonus language
- A program for creating extremely low income units
- Rehabilitation program for extremely low income units
- Affirmatively Furthering Fair Housing section is required and programs to address issues identified in it.

Staff addressed these requirements by proposing:

- The State’s preferred language for transitional and supportive housing and group homes be allowed in all zoning districts with the same permitting requirements as any other residential unit in the same zoning district and updating their definitions and parking requirements
- A summary of the County’s housing rehabilitation and ADU loan program and a program to continue to explore more ways to increase ADU development
- The addition of a definition for Tiny Homes
- Updates to the Density Bonus section of the code to meet current State regulations
- Changing the Central Business zone to allow by right multi-family housing (currently requires a Conditional Use Permit)
- Reviewing the County’s residential zones to see if allowing for second homes on some of them is appropriate
- Removing the Mobile Home overlay. It is not compliant with State law and is not used
- Setting a goal to rehabilitate 15-units over the planning period with a focus on extremely low, very low and low income units
- Explore the possibility and potential funding opportunities for infrastructure development in the more rural

areas of the County

- Adding an Affirmatively Furthering Fair Housing section, with corresponding programs.

Staff presented a public review draft of the Housing Element Update to the Commission in June 2020 and subsequently sent it to HCD for review. HCD staff sent comments that have been addressed in the updated version (attached). The changes are in red underline.

#### Tribal Consultations - General Plan Amendment

On October 28, 2020 the County initiated Native American Consultation pursuant to the California Government Code Sections 65040.2, 65092, 65351, 65352.3, 65352.4, 65562.5 for a 90-day request for consultation period, with the Big Pine Band of the Owens Valley, Bishop Paiute Tribe, Fort Independence Community of Paiute, Timbisha Shoshone, Kern Valley Indian Council, Walker River Reservation and the Lone Pine Paiute Shoshone.

No Tribe requested consultation.

#### *Public and Stakeholder Meetings*

A total of 7 public workshops and hearings were held for the Housing Element Update from November 2020 through August, 2021. These included surveys about what the County needs with regard to housing and about issues related to accessibility and fair housing. The comments collected at all of the meetings were used to prepare the housing programs section. The programs included based on public input include:

- Research into whether or not to allow for more than one ADU/JADU per parcel
- Definition for Tiny Homes
- Research into whether or not to allow for more rooms available for rent per single-family home
- Research on the availability of grants or low interest loans for infrastructure development in the more remote areas of the County.
- Housing Specialist to include helping with fair housing issue complaints.

The Public Review Draft of the Housing Element Update was made available for review and comment on the County's webpage on April 5, 2021. The Draft was also sent to outreach participants and presented to the Planning Commission at an advertised public workshop on April 26, 2021.

#### Environmental Review

On May 17, 2021 the County initiated Native American Consultation pursuant to Assembly Bill 52 (AB52) and per Public Resource Code Section 21080.3.1(b) for a 30-day consultation request period with the Big Pine Band of the Owens Valley, Bishop Paiute Tribe, Fort Independence Community of Paiute, Timbisha Shoshone, Kern Valley Indian Council, Walker River Reservation, 29 Palms Band of Mission Indians, Cazaban Band of Mission Indians, Torres Martinez Desert Cahuilla Indians and the Lone Pine Paiute Shoshone Tribe. Only the Bishop Paiute Tribe requested consultation. It was held on May 27, 2021. Staff presented the Housing Element to the Tribe.

They had no comments.

On June 18, 2021 a Notice of Availability for an Initial Study and Draft Negative Declaration of Environmental Impact to the State Clearinghouse and County Clerk for public review and comment. The comment period ended on July 18, 2021.

No comments were received.

#### **CONSISTENCY**



The updated sections and information in the Housing Element Update are consistent with the current policies within the Housing Element and to other General Plan elements. It is also consistent with the purposes and intent of the Zoning Ordinance and the individual zoning districts. Specific updates to the Zoning Ordinance, as previously pointed out will be necessary to bring the proposed Housing Element Update into conformance with State law.

**RECOMMENDATIONS**

On August 11, 2021 the Planning Commission conducted a public hearing on the Draft Housing Element and provided the opportunity for public comment. No one from the public offered comments on the Draft. After a staff presentation of the update and Planning Commission discussion, they Planning Commission approved a resolution (2021-01) recommending that the Board of Supervisors certify that General Plan 2021-01/Inyo County – Housing Element Update is a Negative Declaration of Environmental Impact and approve it.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

1. Do not approve the 2021 Housing Element Update. This is not recommended as the 2021 Housing Element Update is required by State law.
2. Direct staff to make changes to the Draft 2021 Housing Element Update. This is not recommended as it could delay the County meeting the August 30, 2021 deadline.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Staff time used to prepare the 2021 Housing Element Update is being paid for by a Local Early Action Planning (LEAP) grant administered by HCD.

**ATTACHMENTS:**

1. 2021 Housing Element Update Draft
2. Planning Commission Resolution

**APPROVALS:**

Cathreen Richards	Created/Initiated - 8/3/2021
Darcy Ellis	Approved - 8/3/2021
Marshall Rudolph	Approved - 8/11/2021
Cathreen Richards	Final Approval - 8/11/2021

# INYO COUNTY HOUSING ELEMENT

2021 Housing Element Update



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## CHAPTER ONE: INTRODUCTION

### PURPOSE OF THE ELEMENT

In response to California’s critical housing needs, the state legislature enacted housing element law to fulfill the goal of adequate, safe and affordable housing for every Californian. The attainment of housing for all requires the cooperation of local and state governments. Housing element law requires local governments to adequately plan to meet their existing and projected housing needs including their share of the regional housing need. The Housing Element is one of required elements of a jurisdiction’s General Plan in the State of California.

Housing element law is the State’s main market-based strategy to increase housing supply. The law recognizes the most critical decisions regarding housing development that occur at the local level within the context of the general plan. In order for the private sector to adequately address housing needs and demand, local governments must adopt land-use plans and regulatory schemes that provide opportunities for, and do not unduly constrain, housing development for all income groups. California Government Code Section 65588 requires that local governments regularly review and revise the Housing Element of their General Plans. For Inyo County, this is every eight years. Inyo County’s last Housing Element update was in 2014 for the 5th Cycle.

California Housing Element laws have been added since the County’s last Update. The State increased its ability to enforce Housing Element requirements, and the ability for the public to challenge a jurisdiction’s compliance with Housing Element law. Inyo County’s 6th Cycle Housing Element Update has been created to comply with current State housing law as well as other federal, state and local regulations.

### REVIEW AND REVISE

California State Housing Element Law (California Government Code Article 10.6) establishes the requirements for the Housing Element. **Table** summarizes the State’s current Housing Element requirements, including special needs housing and identifies what chapter the applicable California Government Code sections are addressed in the County’s 2021- 2029 Housing Element Update.

**Table 1 – Government Requirements**

Current Housing Element Requirements 2021-2029		
Issues Requiring Analysis	Gov. Code Section	Reference in Housing Element
Analysis of employment trends.	Section 65583.a	Chapter 2, Employment
Projection and quantification of existing and projected housing needs for all income groups.	Section 65583.a	Chapter 2, Households Cost Burden, Chapter 3 AFFH



Analysis and documentation of housing characteristics, including cost for housing compared to ability to pay, overcrowding, and housing condition.	Section 65583.a	Chapter 2, Households Cost Burden, Chapter 3 AFFH
An inventory of land suitable for residential development including vacant sites and sites having redevelopment potential.	Section 65583.a	Chapter 3 Sites Suitable
Analysis of existing and potential governmental constraints upon the maintenance, improvement or development of housing for all income levels.	Section 65583.a	Chapter 3 Analysis of Governmental Constraints
Analysis of existing and potential nongovernmental (private sector) constraints upon maintenance, improvement or development of housing for all income levels.	Section 65583.a	Chapter 3 Analysis of Non-Governmental Constraints
Analysis concerning the needs of the homeless.	Section 65583.a	Chapter 3 AFFH
Analysis of special housing needs: persons with disabilities, elderly, large families, farm workers, and female-headed households.	Section 65583.a	Chapter 3 AFFH
Analysis of opportunities for energy conservation with respect to residential development.	Section 65583.a	Chapter 3 Analysis of Non-Governmental Constraints
Identification of Publicly-Assisted Housing Developments.	Section 65583.a	Chapter 2 Special Housing Needs
Identification of Units at Risk of Conversion to Market Rate Housing.	Section 65583.a	Chapter 2 Special Housing Needs
Identification of the goals relative to the maintenance, improvement, and development of housing.	Section 65583.a	Chapter 5 Goals and Policies
Analysis of quantified objectives and policies relative to the maintenance, improvement, and development of housing.	Section 65583.b	Chapter 5 Goals and Policies



Identification of adequate sites that will be made available through appropriate action with required public services and facilities for a variety of housing types for all income levels.	Section 65583.c(1)	Chapter 3 Sites Suitable
Identification of strategies to assist in the development of adequate housing to meet the needs of low and moderate-income households.	Section 65583.c(2)	Chapter 5 Goals and Policies
Description of the Public Participation Program in the formulation of Housing Element Goals, Policies, and Programs.	Section 65583.d	Chapter 1 Introduction
Description of the Regional Housing Needs Assessment (RHNA)	Section 65583.e	Chapter 3 Regional Housing Need
Analysis of Fair Housing, including Affirmatively Furthering Fair Housing.		Chapter 3 AFFH
Review of the effectiveness of the past Element, including the City’s accomplishments during the previous planning period.	Section 65583.f	Chapter 4

**PUBLIC PARTICIPATION**

The Housing Element reflects the values and preferences of Inyo County residents. The County engaged the public throughout the Update process. A total of 7 public workshops and hearings were held for the Housing Element Update from November 2020 through August, 2021. These included surveys about what the County needs with regard to housing and about issues related to accessibility and fair housing. The comments collected at all of the meetings were used to prepare the housing programs section.

Programs included based on public input include:

- Research into whether or not to allow for more than one ADU/JADU per parcel (Program 3.1.2)
- Definition for Tiny Homes (Program 3.1.3)
- Research into whether or not to allow for more rooms available for rent per single-family home (Program 3.2.4)
- Research on the availability of grants or low interest loans for infrastructure development in the more remote areas of the County (Program 5.3.1).
- Housing Specialist to include assistance in taking fair housing issue (Program 3.1.7).

The Public Review Draft of the Housing Element Update was made available for review and comment on the County’s webpage on April 5, 2021. The Draft was also sent to outreach





participants and presented to the Planning Commission at an advertised public workshop on April 26, 2021. No comments were provided at the workshop that caused changes to the Draft. More detailed information about these workshops and hearings can be found in Appendix A.

## CONSISTENCY WITH THE GENERAL PLAN

The Housing Element is consistent with the goals and policies of the current Inyo County General Plan. Each element in the General Plan was updated in 2001. No General Plan land use designations or regulations regarding them have been revised since 2001 that would trigger the need to update the General Plan to meet the policies and objectives of the Housing Element, or to provide for the County's fair share of the regional housing need.

This Housing Element will continue to be amended as necessary to maintain consistency with the Inyo County General Plan by incorporating appropriate revisions to the goals and policies. Additionally, the County will maintain consistency throughout the planning period upon any amendments to the Inyo County General Plan.

## CHAPTER TWO: HOUSING NEEDS

### POPULATION

#### **Population Growth Trends**

An understanding of the demographics of Inyo County – past, present, and future – is essential to the process of updating the Housing Element. According to the Department of Finance, the population of the entire county as of January 1, 2020 was 18,584 and 14,763 for the unincorporated area. Table 1 shows population growth trends from 1970 to January 2020 for the unincorporated county.

In the 1960s, Inyo County experienced a 4-percent growth rate as the county gained popularity as a destination for recreation activities and retirement. This was the largest population boom in Inyo County since the early 1900s. In the 1970s, the county saw continued but more limited growth. Population growth slowed in the 1980s, when it increased by only 244 people. Most of this population growth was the result of in-migration of older persons of retirement or near-retirement age.

The 2000 Census showed unincorporated Inyo County as one of the few California jurisdictions that lost population. In the ten-year period from 1990 to 2000, Inyo County's population declined by 390 individuals. The 2010 Census indicated that population grew by 251 people, or 1.7-percent. The 2020 Census was not completed at the time of this update, but based on estimated population between 2010 and 2020 the population in unincorporated Inyo County grew by 96 people or less than 1 percent (0.6). The population of the unincorporated county has increased at an average annual rate of 0.4 percent, or six people per year, between 2013 and 2020.



**Table 2- Population Growth Trends (2010–2020) – Unincorporated Inyo County**

Year	Population	Numerical Change	Average Annual Change	
			Number	Percentage
1970	12,073	--	--	--
1980	14,562	2,489	249	2%
1990	14,806	244	24	0.2%
2000	14,416	-390	-39	-0.3%
2008	14,601	185	23	0.2%
2010	14,667	66	18	0.1%
2013	14,696	29	8	0.1%
2020	14,763	67	6	0.4%

*\*Source: Census Bureau (2010 Census, 2000 Census, SF3: P1 and 1990 Census, STF3: P1), 2008 DOF (Report E-5); HCD-HE Data Packages 2013 and 2020.*

According to California Department of Finance (DOF) information, the total population of Inyo County January 1, 2020 was 18,584. Table 2 shows how the total county population between 1960 to the beginning of 2020 was distributed between the City of Bishop (the only incorporated city in the county) and unincorporated Inyo County. Between 1960 and 2020, the distribution of the county's population between the unincorporated area and the City of Bishop remained stable. As the table shows, at the beginning of 2020 79-percent of the total county population resided in unincorporated areas, while the balance (21-percent) resided in the City of Bishop.

**Table 3 - Inyo County Population (1960–2020)**

Year	Total Population	City of Bishop	Percentage	Unincorporated County	Percentage
1960	11,684	2,875	25%	8,809	75%
1970	15,571	3,498	23%	12,073	78%
1980	17,895	3,333	19%	14,562	81%
1990	18,281	3,475	19%	14,806	81%
2000	17,945	3,575	20%	14,416	80%
2008	18,152	3,551	20%	14,601	80%
2010	18,546	3,879	21%	14,667	79%
2013	18,573	3,877	21%	14,696	79%
2020	18,584	3,821	21%	14,763	79%

*\*Source: California Department of Finance, Historical Census Population of Counties in California, 1850–1990; City/County Population & Housing Estimates, 1990–1998 (Report E-5); City/County Population & Housing Estimates, 2000–2008 (Report E-5); HCD-HE Data Packages 2013 and 2020*



Table 3 provides a summary of the population by race/ethnicity for Inyo County (unincorporated and Bishop) from the 2014-2018 ACS. Those reporting White, American Indian, and Hispanic/Latino race and/or ethnicity made up the majority of the population in the unincorporated county with 63-percent, 13-percent, and 20-percent, respectively. The share of the population of American Indians and Hispanic/Latinos in Bishop differed from that of the unincorporated county. In Bishop, American Indians represented less than 1-percent of the city's population, which is 11-percent less than the share in the unincorporated county (13-percent). The Hispanic/Latino population in Bishop was 7-percent higher than in the unincorporated County (27-percent and 20-percent respectively).

**Table 4 - Inyo County Population by Race/Ethnicity 2018**

Race/Ethnicity	Unincorporated County		Bishop		Total County	
	Number	Percentage	Number	Percentage	Number	Percentage
White	9,022	63%	2,535	67%	11,557	64%
Black or African American	141	1%	31	1%	172	1%
American Indian or Alaskan Native	1,941	13%	15	< 1%	1,956	11%
Asian	169	1%	101	3%	270	1%
Hawaiian or Pacific Islander	34	< 1%	0	0	34	< 1%
Hispanic/Latino	2,862	20%	1,032	27%	3,894	21%
Some other race	15	< 1%	0	0	15	< 1%
Two or more races	209	< 1%	88	2%	297	2%
<b>Total Population</b>	<b>14,393</b>	<b>100%</b>	<b>3,802</b>	<b>100%</b>	<b>18,195</b>	<b>100%</b>

*Source: ACS 2014-2018*

## EMPLOYMENT

The economic base of the county consists of employers that primarily serve the local population and tourists. Two major employment sectors in the county are considered export employers: hotels and the federal and state components of public administration. The local-serving employers are affected almost exclusively by population and income trends while export industries are affected by factors external to Inyo County. Table 4 provides a summary of employment by industry for Inyo County as reported by the 2014-2018 American Community Survey (ACS).

Of nearly 6,572 total jobs, the education and healthcare industry was the largest employer in the unincorporated county at about 23-percent, and the arts, entertainment, recreation and accommodations was about 17-percent. The next largest category is retail trade at 10-percent and public administration follows with 9-percent of total employment.



Economic projections suggest a continued increase in tourism-related employment and income, and only marginal growth in other private sector industries. The tourism expansion generates increases in higher paying government jobs, with the effect of increasing per capita income despite the lower pay of other tourism-supported business sectors, such as retail and lodging. Other demographic trends can contribute to the upward push in local incomes, such as the continued influx into the county of retirees with independent incomes and lower than average household sizes.

**Table 5 - Employment by Industry (2020) – Unincorporated Inyo County**

Employment by Industry	Unincorporated	
	Estimate	Percent
Civilian employed population 16 years and over	6,572	100%
Educational services, and health care and social assistance	1,483	23%
Arts, entertainment, and recreation, and accommodation and	1,096	17%
Retail trade	675	10%
Public administration	621	9%
Construction	547	8%
Transportation and warehousing, and utilities	490	7%
Other services, except public administration	411	6%
Professional, scientific, and management, and administrative	362	6%
Agriculture, forestry, fishing and hunting, and mining	285	4%
Finance and insurance, and real estate and rental and leasing	256	4%
Manufacturing	161	2%
Information	110	2%
Wholesale trade	75	1%

\*Source: ACS 2014-2018

The California Employment Development Department (EDD) published projections for the fastest growing occupations in the Eastern Sierra Region (Alpine, Inyo and Mono Counties) for the years 2016 to 2026. Table 5 displays the top ten occupations that were projected to have the most growth in the Region that have annual median incomes less than Inyo County’s median income of \$52,874.

The fastest growing top ten lower-income occupations in the region are projected to add 1,460 jobs by 2026 a growth of 12-percent among lower-income occupations. The “Healthcare Support” occupation category is projected to have the largest growth in the region, at 40-percent between 2016 and 2026, earning an annual median salary of \$38,748, which would fall into the Low Income category. The “Maids and Housekeeping” occupation category has lowest wage earners among the fastest growing occupations in the region, earning an annual median salary of \$24,481, which falls into the Very Low income category.



**Table 6 - Growing Lower Income Occupations in the Eastern Sierra Region, 2016–2026**

Occupation	Annual Average Employment		Percentage Change	Annual Median Salary
	2016	2026		
Healthcare Support	200	280	40%	\$38,748
Hotel, Motel and Resort Desk Clerks	340	410	20.6%	\$26,798
Maids and Housekeeping	940	1,100	17%	\$24,481
Building and Grounds Cleaning and Maintenance	1,420	1,640	15.5%	\$26,363
Personal Care and Service	780	900	15.4%	\$27,361
Protective Services	490	560	14.3%	\$48,396
Installation, Maintenance, and Repair	820	920	12.2%	\$46,105
Food Preparation and Serving	3,020	3,380	11.9%	\$26,127
Office and Administrative Support	2,310	2,520	9.1%	\$35,754
Sales and Related Occupations	1,450	1,520	4.8%	\$28,026
<b>Total Occupation Growth</b>	<b>11,770</b>	<b>13,230</b>	<b>12%</b>	<b>--</b>

Source: Employment Development Department, Labor Market Info: "Fastest Growing Occupations," 2016-2026.

## HOUSEHOLD CHARACTERISTICS

### Household Growth Trends

In 1980, there were 5,654 households in unincorporated Inyo County. According to the 2000 Census, the unincorporated county had grown to 6,033 households, representing a 6-percent increase between 1980 and 2000. In 2010 the household number had grown to 6,301. According to the January 2020 estimate provided by HCD there are 6,148 households in unincorporated Inyo County representing a 2.4-percent decrease from 2010 (2020 Census data was not available at the time of this update).

Inyo County's aging population has a significant effect on household characteristics, as household trends for seniors differ from other demographic cohorts. Nineteen-percent of the unincorporated county's estimated 2018 population was at least 65-years of age. Statewide, 9.6-percent of the population is at least 65 years old. The high percentage of residents aged 65 and over suggests that Inyo County is an attractive location for retirees, and/or the people who live in Inyo County choose to age in place.



**Table 7 - Household Growth Trends (1980–2018) – Unincorporated Inyo County**

Year	Households	Numerical Change	Percentage Change
1980	5,654	--	--
1990	5,884	230	4%
2000	6,033	149	2.5%
2010	6,301	268	4%
2018	6,148	153	-2%

Source: Census Bureau (2010 Census P12, 2000 Census, SF3: H6 and 1990 Census, STF3: H4) and DOF (E-5 Report) HCD Data Package 2020

Of the total population in unincorporated Inyo County (14,342), the majority 11,603 (81-percent) are living in households. Table 7 presents a summary of the differing household types in the unincorporated county in 2018.

**Table 8 - Population by Household Type (2000-2010) – Unincorporated Inyo County**

Household Type	Number	Percentage
<b>Family Households</b>	<b>4,300</b>	<b>53%</b>
Married Couple	3,211	40%
Male Householder	283	3%
Female Householder	806	10%
<b>Non-family Households</b>	<b>3,783</b>	<b>47%</b>
<b>Total Households</b>	<b>8,083</b>	<b>100%</b>

Source: American Community Survey 2014-2018 DP02

### Households by Tenure

According to the 2018 ACS, 72-percent of the households in unincorporated Inyo County are owner occupied. This was a decrease of 2-percent from 2010. Table 8 provides a summary of the change in tenure in the unincorporated portion of the county between 1980 and 2018. The ratio of owner to renter moves back and forth by 2-3-percent over time, indicating relative stability.



**Table 9 - Households by Tenure (1980–2010) – Unincorporated Inyo County**

	1990		2000		2010		2018	
	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage
Owner	4,227	72%	4,386	73%	4,230	70%	4,434	72%
Renter	1,657	28%	1,647	27%	1,804	30%	1,714	28%
	<b>5,884</b>	<b>100%</b>	<b>6,033</b>	<b>100%</b>	<b>6,034</b>	<b>100%</b>	<b>6,148</b>	<b>100%</b>

Source: Census Bureau (ACS 2014-2018; 2010 Census SF1: H16; 2000 Census, SF 3: H7; 1990 Census, SF 3: H8)

According to 2018 ACS the vacancy rate in the unincorporated portion of the county was 17.6-percent, a difference of about a 1-percent increase from the 2010 vacancy rate. This indicates that there has not been a significant change in the characteristics of the County’s housing status.

Per the 2018 ACS data there are 1,312 vacant units in the unincorporated county representing 17.6-percent all units, of these, 719 were reported vacant as second homes used for “*seasonal, recreational, or occasional use.*” These vacant homes represent about 55-percent of the vacancies in the unincorporated county, showing a growing trend of second homeownership (vacant second homes represented 46-percent of vacancies in 2000). This trend can have a significant effect on housing availability and housing conditions for full time residents within the community.

The 2018 ACS reported that there were 59-rental units vacant and 6 rented, but not occupied. This is about 12-percent of the vacant housing units. There were only 3 homes for sale based on the same ACS date. This represents less than a half of a percent of the vacant units. This is a direct reflection of the tight real estate market and lack of private land available for new development. The majority of privately owned land in Inyo County that is realistically developable - already is.

Given these factors, housing growth has been minimal in Inyo County in recent years. In order to facilitate development of affordable housing, the County currently enforces and encourages state law allowing for the placement of mobile homes on all residentially zoned lots and Accessory Dwelling Unit (ADU) development. The County has also adopted a short-term rental ordinance that does not allow for non-hosted rentals. This means that an owner or resident has to be on the property at all times during a short-term rental, which makes the short-term rental of a whole housing unit by an absentee owner a zoning violation. In addition, current County policy is designed to concentrate new growth within and contiguous to existing communities (e.g., Bishop, Big Pine, Independence, Lone Pine). This will ensure development of housing units in the places of greatest need and where infrastructure is readily available.

### Overcrowded Households

The United States Census Bureau defines an overcrowded household as a housing unit occupied by more than one person per room (not including kitchens and bathrooms). Units with more than 1.5 persons per room are considered severely overcrowded and indicate a significant housing need.



According to the 2018 American Community Survey, only 156 of the total households in the unincorporated County (6,148), approximately 2.5-percent, were in overcrowded situations. This percentage is low compared to the statewide average of 6.7-percent. Overcrowding has been declining since 1980 in the unincorporated areas of Inyo County. In 1990, there were 287 overcrowded households, the 2000 Census reported 237, in 2010 there were 159 and in 2018 there were 156.

Table 9 presents overcrowding data for the unincorporated county and California as a whole. As seen in the table, 1-percent of all owner-occupied households were overcrowded, compared to 6-percent of renter-occupied households. The state reported higher percentages of overcrowding for owners (4-percent) and renters (13-percent).

**Table 10 - Overcrowded Households (2018) – Unincorporated Inyo County**

Households	Owners		Renters		Total
	Number	Percentage	Number	Percentage	
Total Overcrowded Households	61	1%	95	6%	156
1–1.5 Persons per Room	61	1%	85	5%	149
1.5 or More Persons per Room	0	0	10	1%	10
<b>Total Households</b>	<b>4,434</b>	<b>72%</b>	<b>1,714</b>	<b>28%</b>	<b>6,148</b>
Statewide Overcrowding Rates	4%		13%		

*Source: ACS 2018; 2021 HCD Data Package*

### Households Cost Burden

Cost burden calculations were provided by HCD data. As a rule of thumb, housing is considered affordable if less than 30-percent of household income is spent on rent or mortgage. Table 10 compares cost burden for housing between owners and renters for different income categories.

According to 2012-2016 HCD data, 24-percent of all households (both renter and owner) paid more than 30-percent of their income on housing costs. This is less than in 2010 when it was 32-percent. Table 10 shows the number of households by income category that spent over 30-percent (constituting a cost burden) on housing in unincorporated Inyo County.

Based on HCD household income data, the median household income (1-person) for the County is \$52,500, lower-income households (those earning up to 80-percent of the median income) are those making up to \$ 42,000 per year. According to the data, there were approximately 535 lower-income renter households (extremely low, very low and low) that suffered from cost burdens in paying housing costs, representing 31-percent of all renter households. The percentage of lower-income owner households that experienced a cost burden was higher with approximately 620 households or 14-percent of all owner households (a more detailed analysis can be found in the Affirmatively Further Fair Housing section).





Table 11- Housing Cost Burden (2020) – Unincorporated Inyo County

Housing Cost as a Percentage of Household Income			
Renter-Occupied Households			
Income Range	Households Paying > 30% of Income	Total Households	% of Total Cost Burdened Households
Extremely Low	180	260	69%
Very Low	195	320	61%
Low	160	395	41%
Moderate	20	260	8%
Above Moderate	25	510	5%
Subtotal	580	1,745	31%
Owner-Occupied Households			
Extremely Low	210	345	61%
Very Low	240	500	48%
Low	170	760	22%
Moderate	70	390	18%
Above Moderate	285	2,445	12%
Subtotal	975	4,440	22%
<b>TOTAL</b>	<b>1,510</b>	<b>6,185</b>	<b>24%</b>

Source: California Department of Housing and Community Development, 2020

## HOUSEHOLD INCOME

Household income is one of the most significant factors affecting housing choice and opportunity. Income largely determines a household's ability to purchase or rent housing. The state and federal government classify household income into several groupings based upon the relationship to the county adjusted median income (AMI), adjusted for household size. The State of California utilizes the income groups presented in Table 11. For purposes of the Housing Element, the state income definitions are used throughout the document.



**Table 12 - Inyo County-State Income Limits by Household Size (2020)**

	1 person	2 persons	3 persons	4 persons	5 persons	6 persons	7 persons	8 persons
Extremely Low (0-30%)	\$15,800	\$18,050	\$21,720	\$26,200	\$30,680	\$35,160	\$39,640	\$44,120
Very Low (31-50%)	\$26,300	\$30,050	\$33,800	\$37,550	\$40,600	\$43,600	\$46,600	\$49,600
Low (51-80%)	\$42,100	\$48,100	\$54,100	\$60,100	\$64,950	\$69,750	\$74,550	\$79,350
Median (100%)	\$52,550	\$60,100	\$67,600	\$75,100	\$81,100	\$87,100	\$93,100	\$99,150
Moderate (81-120%)	\$63,050	\$72,100	\$81,100	\$90,100	\$97,300	\$104,500	\$111,700	\$118,950

*Source: California Department of Housing and Community Development, 2020*

#### AFFORDABILITY OF HOUSING

As shown in Table 11, HCD publishes official state income limits each year. The income categories are used as a determinant for qualifying households for housing programs as well as to understand how much households in the county can afford to spend on housing costs. Table 12 provides a summary of the 2020 state income limits for households by household size. The income limits are sorted by income group and presented as monthly income, monthly rent, and maximum (max.) sales price.

Monthly income is determined by dividing the annual income limit by 12-months. Monthly rent is 30-percent of the monthly income, which is the standard for determining affordable monthly housing cost. Maximum sales price is an estimate of the maximum amount a household could afford assuming a 4-percent interest rate over 30 years, in which no more than 30-percent of the household's gross monthly income is spent on housing cost.

For example, a 2-person household with an annual income of \$26,350 has a gross monthly income of \$2,196 and is considered to be a very low-income household. The affordable rent that the 2-person household could afford without being cost burdened is \$659, and the maximum sales price of a home this household can afford is \$79,026.

The affordable monthly rent and the maximum purchase price of homes in each income category will be used to determine the availability of housing affordable to each income group. This analysis can be found in the following sections of this Housing Element: Housing Rental Market and Housing Sales Market.



**Table 13 - Housing Affordability by Income Level – Inyo County  
(2020)**

Income Group	1-Person	2-Person	3-Person	4-Person
<b>Extremely Low</b>				
Monthly Income	\$1,317	\$1,504	\$1,808	\$2,183
Monthly Rent	\$395	\$451	\$542	\$655
Max. Sales Price	\$49,817	\$58,313	\$72,121	\$89,266
<b>Very Low</b>				
Monthly Income	\$2,192	\$2,504	\$2,817	\$3,1297
Monthly Rent	\$658	\$751	\$845	\$938
Max. Sales Price	\$89,721	\$103,831	\$118,094	\$132,204
<b>Low</b>				
Monthly Income	\$3,508	\$4,008	\$4,508	\$5,008
Monthly Rent	\$1,053	\$1,203	\$1,353	\$1,503
Max. Sales Price	\$149,653	\$172,412	\$195,170	\$217,929
<b>Median</b>				
Monthly Income	\$4,379	\$5,008	\$5,633	\$6,258
Monthly Rent	\$1,314	\$1,503	\$1,690	\$1,878
Max. Sales Price	\$189,253	\$217,929	\$246,302	\$274,827
<b>Moderate</b>				
Monthly Income	\$5,254	\$6,008	\$6,758	\$7,508
Monthly Rent	\$1,576	\$1,803	\$2,028	\$2,253
Max. Sales Price	\$229,005	\$263,447	\$297,586	\$331,724

Source: 2020 Income Limits, California Department of Housing and Community Development, April 2020

Note: Affordable housing cost for renter-occupied households assumes 30% of gross household income, not including utility cost.

Monthly mortgage calculation: <https://www.zillow.com/mortgage-calculator/house-affordability/#zmm-calc-help>

Note: Affordable housing sales prices are based on the following assumed variables: 30-year fixed rate mortgage at 4% annual interest rate, no money down, \$800 per year homeowners insurance and 1.2 property tax rate.

### Housing Rental Market

A survey of fair market rental rates for single-family and multi-family housing in Inyo County was obtained in October 2020. Comparing the market rental rates with the affordable monthly rent amounts presented in Table 13 helps determine the supply of affordable housing for each income level. According to the results of the surveyed rental rates and the monthly rental amounts that households with 1 to 4 persons can afford, households that fall between the very low-income and low-income category can afford rental rates for multi-family housing. The survey results show that households at or below the very low-income category pay in excess of 30-percent of the monthly



gross household income. Households at or above the low-income category earn sufficient monthly incomes to afford the median monthly rental rates found in the survey for all housing types (single-family, multi-family, and mobile homes).

Table 13 reports median rental rates for the county as a whole. Communities in and around Bishop tend to offer rental rates at or above the county median rental rates. Conversely, the communities of Independence and Lone Pine typically have rental rates that are below the county median rates.

**Table 14 - Point-in-Time Rental Survey  
(Bishop, Big Pine, Independence, Lone Pine 2020)**

NUMBER OF BEDROOMS	SINGLE-FAMILY		MULTI-FAMILY	
	MEDIAN RENT	NUMBER OF UNITS SURVEYED	MEDIAN RENT	NUMBER OF UNITS SURVEYED
1 BEDROOM	\$788	14	\$650	12
2 BEDROOM	\$850	23	\$750	16
3+ BEDROOM	\$1,750	33	N/A	0
TOTAL	\$1,500	49	\$750	31

*Source: Point-in-Time Rental Survey, Inyo County October and December 2020*

### Housing Sales Market

Home sales prices have been analyzed and compared with the affordability data in Table 12. This analysis allows the County to identify which income groups have the most difficult time finding affordable housing.

### New Home Sales

The resale price of homes in the county between 2009 and 2014 as provided by the County Assessor is shown on Table 14. The assessor sales data is shown for the communities of Unincorporated Bishop, Bishop, Big Pine, Independence, Lone Pine, and the county as a whole. According to the Assessor's report, the median sales price for mobile homes situated in mobile home parks in the county as a whole was \$22,000, which means that households at or above the extremely low-income range can afford to purchase a mobile home without being cost burdened. The community with the lowest median mobile home sale price in a park was Lone Pine at \$5,000.

The median price at which condominium units sold in the county as a whole was \$152,500, affordable to households earning above moderate income. The City of Bishop was the only community to have condo sales and the median price was \$152,500. It is difficult to calculate the resale amount of projects with 2 or more units, because the median price reports the total cost of the project and not each individual unit. The median sales price for duplex projects in the county was \$193,500, with the lowest median sale price in Independence at \$117,000. The median sale price of projects with 3 and 4 units in the county as a whole was \$202,500.

Single-family homes have the highest median sales price of all the unit types. Between 2009 and 2014, the median sales price for single-family homes in the county as a whole was \$310,000. This is



up by \$33,500 from the 2010 number of \$276,500. The extremely low household income group identified in Table 12 would be able to afford the median resale price of a single-family home in the very rural areas of south and southeast Inyo County where there are not many services. The community of Independence had the second lowest median sales price of single-family homes at \$175,000 and would be affordable to the Low Income Group. The overall median sales prices for all housing types in the entire county increased from \$150,000 in 2014 to \$215,000 in 2020. The increase in the median sales prices can be attributed to the better economic conditions than what was found for the 2014 Housing Element update analysis. This increase in sales prices also indicates that housing is becoming less affordable to more income groups.

**Table 15 - Inyo County Median Home Sales: 2014-2019**

Community	Single-family	Condo	Two Units	Three Units and Above	Mobile Home	
					In park	On Private Property
Unincorporated Bishop	\$390,000	\$180,000	\$445,000	\$182,850	\$22,000	\$250,000
Bishop	\$284,000	\$137,000	\$300,000	\$336,000	\$23,500	\$275,000
Big Pine	\$265,000	--	\$197,000	362,500	\$53,835	\$179,000
Independence	\$175,000	--	\$150,000	60,000	\$15,250	\$82,000
Lone Pine	\$199,000	--	\$133,000	153,500	\$2,000	\$140,000
Other areas North	\$380,000	--	--	--	--	--
Other areas South	\$65,000	--	\$27,000	--	\$15,000	\$25,000
<b>County Total</b>	<b>\$310,000</b>	<b>\$150,000</b>	<b>\$193,500</b>	<b>\$202,500</b>	<b>\$21,000</b>	<b>\$177,500</b>

*Source: Inyo County Assessor's Office, October, 2020*

## HOUSING STOCK CHARACTERISTICS

### Housing Units by Type

As shown in Table 15, unincorporated Inyo County contains a variety of housing types, including 4,689 detached single-family residences, 137 attached single-family residences, 2,267 mobile homes, and 290 multi-family units (includes "2-4 units" and "5 plus units").

Single-family homes represent the dominant type of housing in the County. Between 2010 and 2020, the number of detached single-family residences increased by less than a percent from 4,850 to 4,879; the number of attached single-family residences increased by 3-percent from 128 to 137 units between 2010 and 2020.

Mobile homes are the second most popular housing type in Inyo County. Between 2010 and 2020 the number of mobile homes increased from 2,206 to 2,226 a 3-percent increase. This shows that mobile homes are still a popular housing type in the county, likely due to their affordability and the rural nature of the County.



Table 15 shows how Inyo County’s housing stock has changed between 2010 and 2020. Not a lot of new building occurred during this time. A total of 58 units have been added to the unincorporated portion of Inyo County’s housing stock, an increase of less than 1-percent.

**Table 16 - Housing Units by Type (2010– 2020) – Unincorporated Inyo County**

Housing Unit Type	2010		2020		Change	
	Number	Percentage	Number	Percentage	Number	Percentage
Single-Family Detached	4,850	64%	4,879	64%	29	0.5%
Single-Family Attached	128	2%	137	2%	4	3%
2–4 units	229	3%	229	3%	84	0%
5 Plus Units	139	2%	139	2%	6	0%
Mobile Home *	2,206	29%	2,226	29%	62	3%
<b>Total Units</b>	<b>7,552</b>	<b>100%</b>	<b>7,610</b>	<b>100%</b>	<b>58</b>	<b>0.7%</b>

Source: HCD Data Package, 2020

\*Mobile home category includes “Other” (e.g., RVs, campers).

Between 2010 and 2020, the county experienced an increase in single-family development and in total mobile homes. This is a little different from the trend since 1990 where single family homes had the highest share of new residential development.

Mobile Homes are, especially in rural areas, a common alternative option for affordable housing. The time between 2010 and 2020 has shown an overall rise in all real estate prices. This would create a need in the housing market for more affordable options. There has also been an increase in single family attached units another more affordable type of housing.

### Housing Stock Conditions

Structures older than 30-years are used as the accepted standard determining the need for “major rehabilitation.” Based on the 2020 HCD Date Package, approximately 82-percent, or 5,634 units, of all housing units within the unincorporated areas of the county were older than 30-years of age, indicating that much of the County’s housing stock either needs or has had major rehabilitation. It also illustrates the very low rate of new housing construction in the County. This data is presented in Table 16 below. The County’s Building and Safety inspectors find that approximately 10-percent of the County’s housing is in need of some rehabilitation. This estimate is based on a condition criterion of the housing unit not being at the code standard of the time in which it was built. Using the HCD data package unit number of 7,610 would indicate that about 761 units are in need of some level of rehabilitation. The County has addressed this with the formation of a low interest rehabilitation loan program, as well as, IMACA, County Planning and Building and Safety staffs providing information to the owners of housing in need of rehab about USDA, CDBG and HOME



financial help programs. A program has been added to this 2021 Update to rehabilitate 3-housing units per year during the Planning (Program 1.1.1).

**Table 17 - Housing Units by Age – Unincorporated Inyo County  
(2013-2017)**

Year Structure Built	Number	Percentage
Built 2014 or later	58	1%
Built 2010 to 2013	156	2%
Built 2000 to 2009	567	8%
Built 1990 to 1999	744	10%
Built 1980 to 1989	1,309	18%
Built 1970 to 1979	1,733	23%
Built 1960 to 1969	1,045	14%
Built 1950 to 1959	599	8%
Built 1940 to 1949	697	9%
Built 1939 or earlier	552	7%
<b>Total</b>	<b>7,460</b>	<b>100%</b>

Source: HCD Data Package, 2020

### SPECIAL HOUSING NEEDS

Certain segments of the population may have more difficulty in finding decent, affordable housing due to special circumstances. In unincorporated Inyo County, these “special needs” groups include extremely low-income households, senior citizen households, large families, disabled and developmentally disabled persons, single-parent-headed households, the homeless, and farmworkers.

### Extremely Low-Income Households

Table 17 displays the share of households by income category by HUD adjusted median family income (HAMFI) in the unincorporated portion of the county. The data presented in the table is reported by CHAS (Comprehensive Housing Affordability Strategy) in 2018. According to CHAS, between 2013-2017 9-percent of all households were extremely low-income. Of the 755 extremely low-income households, 380 are renters and 375 are owners. In conjunction with local community agencies and nonprofit service providers, the County has supported providing assistance to lower-income households and will continue to work to implement programs providing support that meets the housing needs of all income segments in the county.



**Table 18 - Unincorporated Inyo County Households by Income Level  
(2013-2017)**

Income Level	Owners	Renters	Total	Percentage
Extremely low (0–30% HAMFI)	375	380	755	9%
Very low (30–50% HAMFI)	530	525	1,055	13%
Low (50–80% HAMFI)	810	770	1,580	20%
Moderate and above moderate (80% -100% HAMFI)	575	255	830	10%
Above (100% HAMFI)	2,815	990	3,805	47%
<b>Total</b>	<b>5,110</b>	<b>2,915</b>	<b>8,025</b>	<b>100%</b>

*Source: Comprehensive Housing Affordability Strategy (CHAS) HUD Data Report, 2013-2017*

Local nonprofit community agencies and the County Health and Human Service Department organize and operate a number of programs countywide, including low-income housing, emergency shelter, emergency food/commodities, and weatherization programs.

Inyo County has one assisted housing project in its jurisdiction owned by the Lone Pine Economic Development Corporation, the Mt. Whitney Apartments, which is a 33-unit housing project developed with funds from the Farmers Home Administration Section 515 Rental Housing Program and managed by a nonprofit staff.

The Housing Authority of the County of Stanislaus administers the Section 8 Housing Assistance Program - Housing Choice Voucher program, which provides vouchers for local privately owned housing to eligible families. The vouchers represent credit that can be applied to rental cost of any housing unit. Currently, there are approximately 29 vouchers allocated to Inyo County residents.

### **Persons with Disabilities**

As reported by the 2018 ACS 2,489 (14%) of the population reported a disability. As seen on Table 18 below, about less than 1% of people reporting a disability are not employed.



**Table 19 - Persons with Disability by Employment Status**

	Number	Percentage
Total	<b>8,003</b>	<b>100%</b>
In the labor force:	6,433	80%
<b>Employed:</b>	<b>6,092</b>	<b>76%</b>
With a disability	252	3%
No disability	5,804	73%
<b>Unemployed:</b>	<b>341</b>	<b>4%</b>
With a disability	21	>1%
No disability	320	4%
<b>Not in labor force:</b>	<b>1,570</b>	<b>20%</b>
With a disability	324	4%
No disability	1,246	16%

*Source: HCD 2020 Data Package*

Table 19 displays the total number of disabilities reported by type of disability. For persons between the ages of 5 and 64, cognitive disabilities were the most prevalent, followed by ambulatory and independent living difficulties. In the 65-years and over category ambulatory disabilities were the most prevalent, followed by independent living difficulties.

### Developmentally Disabled

The Census Bureau does not include developmental disabilities in their data and so it is not shown on Table 21. Developmental disabilities are defined as a continuing disability that originates before an individual becomes 18 years old and includes Mental Retardation, Cerebral Palsy, Epilepsy, and Autism. The Kern Regional Center located in Bakersfield, CA provides services to about 8,000 individuals with developmental disabilities who live in Inyo, Kern and Mono Counties. The Kern Regional Center reports that they serve 128-people with developmental disabilities that are from Inyo County.

People with developmental disabilities can often live and work independently. Individuals with more severe developmental disabilities may require group living quarters with supervision. The most severely affected individuals may require an institutional environment where medical attention and physical therapy are also provided. Since developmental disabilities begin before adulthood, housing for persons with developmental disabilities is a progression from the person's living situation as a child to their needs as an adult.

There are several housing types appropriate for people living with a development disability: rent subsidized homes, licensed and unlicensed single-family homes, inclusionary housing, Section 8 vouchers, special programs for home purchase, HUD housing, and veteran's homes. The design of housing- accessibility modifications, the proximity to services and transit, and the availability of group living opportunities represent some of the types of considerations that are important in serving the needs of this group. Incorporating 'barrier-free' design in all, new multi-family housing



(as required by California and Federal Fair Housing laws) is especially important to provide the widest range of choices for residents with disabilities. Special consideration should also be given to the affordability of housing, as people with disabilities may be living on a fixed income.

The Housing Element contains Program 6.2.1 - Reasonable Accommodation. It ensures the availability of reasonable accommodations for persons with disabilities to make modification or exception to the rules, standards, and practices for the siting, development, and use of housing or housing-related facilities in an effort to eliminate barriers to equal opportunity to housing of their choice. This needs to be defined and included in the in the County's zoning code and is included as such in the Housing Programs section.

**Table 20 - Persons with Disabilities by Disability Type  
Unincorporated Inyo County**

Disability	Number	Percentage
<b>Total Disability Population 5 to 64 years</b>	634	37%
With a hearing difficulty	107	6%
With a vision difficulty	79	5%
With a cognitive difficulty	325	19%
With an ambulatory difficulty	311	18%
With a self-care difficulty	191	11%
With an independent living difficulty	310	18%
<b>Total Disabilities for Ages 65 and Over</b>	1,074	63%
With a hearing difficulty	410	24%
With a vision difficulty	164	10%
With a cognitive difficulty	301	18%
With an ambulatory difficulty	776	45%
With a self-care difficulty	299	18%
With an independent living difficulty	530	31%
<b>Total Disabilities</b>	1,708	100%

*Source: 2020 HCD Data Package*

All forms of disability can hinder access to housing units of conventional design as well as limit the ability to earn adequate income. Although needs can vary widely, disabled persons need special facilities to help them overcome their disability or make their housing units more convenient. Some of these amenities include wide doorways that can accommodate wheelchairs, special bracing for handrails, lower countertops, and switches and outlets at the proper height to allow easy use. Unfortunately, very few housing units have these features, and consequently, they must be remodeled to serve the disabled. The conversion of a conventionally designed housing unit is usually well beyond the financial capability of most disabled persons.

The County actively implements state standards for the provision of accessible units in new developments. The County also encourages housing provided for disabled persons to be in close proximity to public transportation and services.



## Seniors

The special needs of many senior households result from limited fixed incomes and from physical disabilities and dependence needs. As a result, seniors experience financial difficulty in coping with rising housing costs. The financial capacity for coping with increased housing costs depends heavily on the tenure status (owner or renter) of the elderly household. With infrequent and small increases in income and potentially large increases in housing costs, seniors who rent are at a disadvantage compared to seniors who own. Table 20 displays householders by tenure and age from the HCD 6<sup>th</sup> Cycle Data Package derived from the 2018 ACS. As shown in the table, 2,043 households had a senior householder (age 65 years and older) in Inyo County, representing a significant portion of Inyo County's household population, 33-percent. Of the over 65-years household population 13-percent rent their home.

**Table 21 - Householders by Tenure by Age – Unincorporated Inyo County**

Householder Age	Owners	Renters	Total
Householder 15 to 24 years	17	151	168
Householder 25 to 34 years	205	503	708
Householder 35 to 44 years	485	327	812
Householder 45 to 54 years	670	250	920
Householder 55 to 59 years	578	98	676
Householder 60 to 64 years	704	117	821
Householder 65 to 74 years	913	199	1,112
Householder 75 to 84 years	681	47	728
Householder 85 years and over	181	22	203
<b>Total Households</b>	<b>4,434</b>	<b>1,714</b>	<b>6,148</b>

Source: HCD 6<sup>th</sup> Element Data Package 2020

One area of great concern relates to rent increases in mobile home parks. Senior citizens are particularly vulnerable and often cannot afford the cost of moving their mobile homes to less expensive spaces. For example, disassembling, moving, and reassembling a doublewide mobile home can cost several thousand dollars. To troubleshoot this problem, the County supports local assistance organizations in addressing senior housing needs through policies and programs supporting rental subsidies, tenant purchase of mobile home parks, and housing rehabilitation assistance, including weatherization.

## Large Households

Large households are defined as households with 5 or more persons. Data provided by HCD indicates that Inyo County has about 6-percent of households meeting that criterion. In comparison with the 2014 Housing Element data, the percentage of large families has decreased slightly by 1-percent. In circumstances in which the housing market does not meet the unique needs of large



families, overcrowding can result. Fortunately, the county's relatively small overcrowding problem does not indicate this trend occurring on a broad scale. Table 21 shows households by tenure including large households in the unincorporated county.

The Housing Element establishes programs such as density bonus incentives for larger units and self-help housing to meet the needs of the county's large households. The County has had Density Bonus in its code for years. It will be update as well to accurately reflect current State law.

**Table 22 - Household Size by Tenure – Unincorporated Inyo County**

Source: Source: HCD 6<sup>th</sup> Cycle Data Package

	Living Alone		2–4 persons		5+ Persons		Total	
	Number	Pct	Number	Pct	Number	Pct	Number	Pct
Owner	1,290	59%	2,937	83%	207	60%	4,434	73%
Renter	902	41%	622	17%	137	40%	1,661	27%
<b>Total Households</b>	<b>2,192</b>	<b>100%</b>	<b>3,559</b>	<b>100%</b>	<b>344</b>	<b>100%</b>	<b>6,095</b>	<b>100%</b>

### Female-Headed Households

According to the 2020 HCD data package, 16-percent of all households within Inyo County are headed by a female and 9% of these have children. Female headed households with children are commonly in need of assistance and are often the households in most need of affordable housing, childcare, job training, and rehabilitation funds.

The financial constraints of single-parent households, especially those headed by females, are seen by the share of households reporting to be below the poverty level. The total number of families living below the poverty level is 468. Of the 468 households living below the poverty level, 188 or 5-percent of households were headed by females. Table 22 provides a summary of female headed households in the county as reported by the ACS 2014-2018.

**Table 23 - Female Headed Households – Unincorporated Inyo County**

Householder Type	Number	Percentage
Female Headed Households	550	16%
Female Heads with Own Children	301	9%
Female Heads without Children	249	7%
Total Householders	3,524	100%
Female Headed Households Below Poverty Level	188	5%
Total Families Below Poverty Level	468	13%

Source: 2020 HCD Data Package



The needs of a single, employed, parent typically includes housing that requires minimal maintenance and is located near employment, schools, transit, shopping, and day care. To address the housing needs of single-parent-headed households, the 2021 Housing Element extends existing affordability programs, such as rent subsidies, and sets forth several new programs, including supporting housing rehab, ADU and affordable housing development to increase the supply.

### Families and Persons in Need of Emergency Shelter

There are many social, economic, and physical conditions that have led to an overall increase in the homeless populations throughout the State of California. Factors contributing to the rise in homelessness include the general lack of housing affordable to low, very low, and extremely low-income persons, increases in the number of persons whose incomes fall below the poverty level, reductions in public subsidies to lower-income persons, and the deinstitutionalization of persons with mental illness. The 2020 Point in Time Count found there are 123-homeless individuals who are homeless in the County. Seventeen of these individuals are children and 39 are homeless for the first time. Sixty-one people are living out of their vehicles. Table 23 illustrates the number of homeless people by category.

**Table 24 - Homeless Persons - Inyo County (2020)**

Category	Number
Total Homeless	123
Sheltered	22
Unsheltered	101
Number of Children	17
Chronically Homeless	26
First Time Homeless	39
Veterans	16
With a Physical Disability	39
With a psychiatric or Emotional Condition	46
Fleeing Domestic Violence	19
In Families with Children	27
Sleeping in Vehicles	61

*Source: Inyo Mono Advocates for Community Action (2020 point in time count)*

Inyo County has a transitional housing program (THP+) that serves foster or group home children when they reach age 18. The County helps these populations find an apartment, helps with financial support, and assists with searching for employment. Area non-governmental organizations the Inyo



Mono Advocates for Community Action (IMACA) and Wild Iris also operate around 14-transitional housing units.

The County does not have a homeless shelter, but along with IMACA, the Salvation Army and others, provide hotel/motel vouchers for emergency shelter. For homeless families, County Child Protective Services will rent a hotel room for one night then, County Social Services will pay for a longer-term temporary hotel rooms and assist with finding long-term housing and obtaining services.

A housing development currently being planned by IMACA within the City of Bishop that serves all of Inyo County will include 5-permanent Supportive Housing Units. There are currently none in Inyo County. IMACA also administers a Rapid Rehousing Project on properties scattered throughout the area. There is currently no Low Barrier Navigation Centers in the County; however IMACA is proposing one that will be located within the City of Bishop that will serve all of Inyo County.

The County operates two Wellness Centers one on Short Street in Bishop and one on Washington Street in Lone Pine. The centers provide case management services and provide a place for anyone who needs a free shower, coffee, meals, a safe place to be, referrals, bilingual services, and activities. If no temporary shelter can be found, the centers will provide a free sleeping bag and tent. The centers do not advertise their services and instead depend on referrals from the County’s Social Services and Mental Health divisions, the Salvation Army, and IMACA. Wellness Center staff also regularly search for people in need, especially during the summer months when there are more homeless in the area - see the Governmental Constraints section of this Housing Element for more discussion on housing for persons in need of emergency shelter and transitional housing services.

**Farmworkers**

According to the 2017 USDA Census of Agriculture as shown in Tables 24 and 25, there were approximately 193 farmworkers in Inyo County, 57-percent of which are seasonal workers (i.e., less than 150 days). The housing needs of farmworkers do not represent a large portion of the County’s housing needs and can be addressed through existing programs to identify lands and assist in the development of housing for low and moderate-income households. Since farmworkers are mostly found in the unincorporated County, countywide data is representative of it.

**Table 25 - Number of Farmworkers (2017) – Inyo County**

Hired Farm Labor	
Farms	58
Workers	193

*Source: USDA 2017 Census of Farmworkers*

**Table 26 - Farmworkers by Days Worked (2017) – Inyo County**

150 Days or More		
	Farms	34
	Workers	82
Farms with 10 or More Workers		
	Farms	0
	Workers	0
Fewer than 150 Days (Seasonal)		
	Farms	33
	Workers	111

Source: USDA 2017 Census of Farmworkers

The 2004 update of the Inyo County Zoning Code included amendments that ensured the County is in compliance with Health and Safety Code Sections 17021.5 and 17021.6, the Employee Housing Act, to facilitate the provision of employee housing, including farmworkers. The County’s Open Space and Recreational Commercial zone (C5), which include agriculture provides for employee housing as an accessory use stated by: *Dwellings of persons regularly employed on the premises for agricultural or domestic duties (OS) or Dwellings of persons regularly employed on the premises for commercial recreational activities (C5) mobile homes subject to the provisions of state law, may be used for this purpose.* There are no limitations on the number of people or structures that can be used for employee housing in this language. There is, however, some disconnect in the County’s definition of employee housing to the implementation of it. Although the term ‘employee housing’ is used in no place in the code except in the definition, it will be changed from calling out “five or more unrelated persons or families” to not calling out a specific number (Program 2.1.5).

### Units at Risk of Converting to Market-Rate Uses

Affordable housing units in Inyo County consist of one assisted housing project, the Mt. Whitney Apartments. It is a 33-unit housing project developed with funds from the Farmers Home Administration Section 515 Rental Housing Program. The project was constructed in 1987 and is owned by the Lone Pine Economic Development Corporation (LPEDC). Given its nonprofit ownership and operation, it has been determined that the project is not at risk of converting to market-rate housing. The state of affordable housing in the County has not changed since the 2014 update as no new assisted housing projects have been built since. The County has also not had any developments that have taken advantage of its density bonus program.

## CHAPTER THREE: NEED, RESOURCES AND CONSTRAINTS AND AFFIRMATIVELY FURTHER FAIR HOUSING

### REGIONAL HOUSING NEED

A Regional Housing Needs Allocation (RHNA) Plan is required pursuant to Section 65584 of Article 10.6 of California Housing Element law and is prepared for jurisdictions in the State by



HCD. The housing need is the minimum number of units needed to serve the projected household population and to accommodate a normal vacancy rate and the expected loss of housing stock.

As shown below on Table 26, unincorporated Inyo County has a projected housing unit need of 205 total units based on household growth expected during the 2021 Housing Element timeframe, with at least 42-percent of these units targeted toward lower-income households. The County has been allocated 46-units for very low-income households and approximately half of those are presumed to be for extremely low-income households (in accordance with AB 2634, which requires the County to document its projected extremely low-income housing need).

**Table 27 - Regional Housing Needs (2019-2029) – Unincorporated Inyo County**

Income Group	Number	Percentage
Extremely Low	23	11%
Very Low	23	11%
Low	40	20%
Moderate	39	19%
Above Moderate	80	39%
<b>Total</b>	<b>205</b>	<b>100%</b>

*Source: 2020 HCD Data Package*

For the 6<sup>th</sup> cycle Housing Element update, the RHNA for Inyo County covers a planning period of December 31, 2018 through April 30, 2029. Therefore, all units built or permitted between that date and the present day can be credited toward the County's RHNA. For a credit to apply to an extremely low, very low, low, or moderate-income allocation, it must have a deed restriction or otherwise documented sales price or rental rate that falls within the affordable range for those income groups.

Population growth and development, in general, in the County is low and slow. As shown in Table 27, the County has issued no building permits since January 1, 2021. Also, no development has occurred since 2018 that counts towards the RHNA progress in Inyo County.





**Table 28 - Progress toward Regional Housing Needs (2019 to 2029)**

Income Group	RHNA	Units Built Since January 2019	Remaining RHNA 2021-2029
Extremely Low	23	0	23
Very Low	23	0	23
Low	40	0	40
Moderate	39	0	39
Above Moderate	80	0	80
<b>Total</b>	<b>205</b>	<b>0</b>	<b>205</b>

*Source: Regional Housing Need Plan, 2019-2029; County of Inyo Planning Department*

## RESOURCES AND CONSTRAINTS

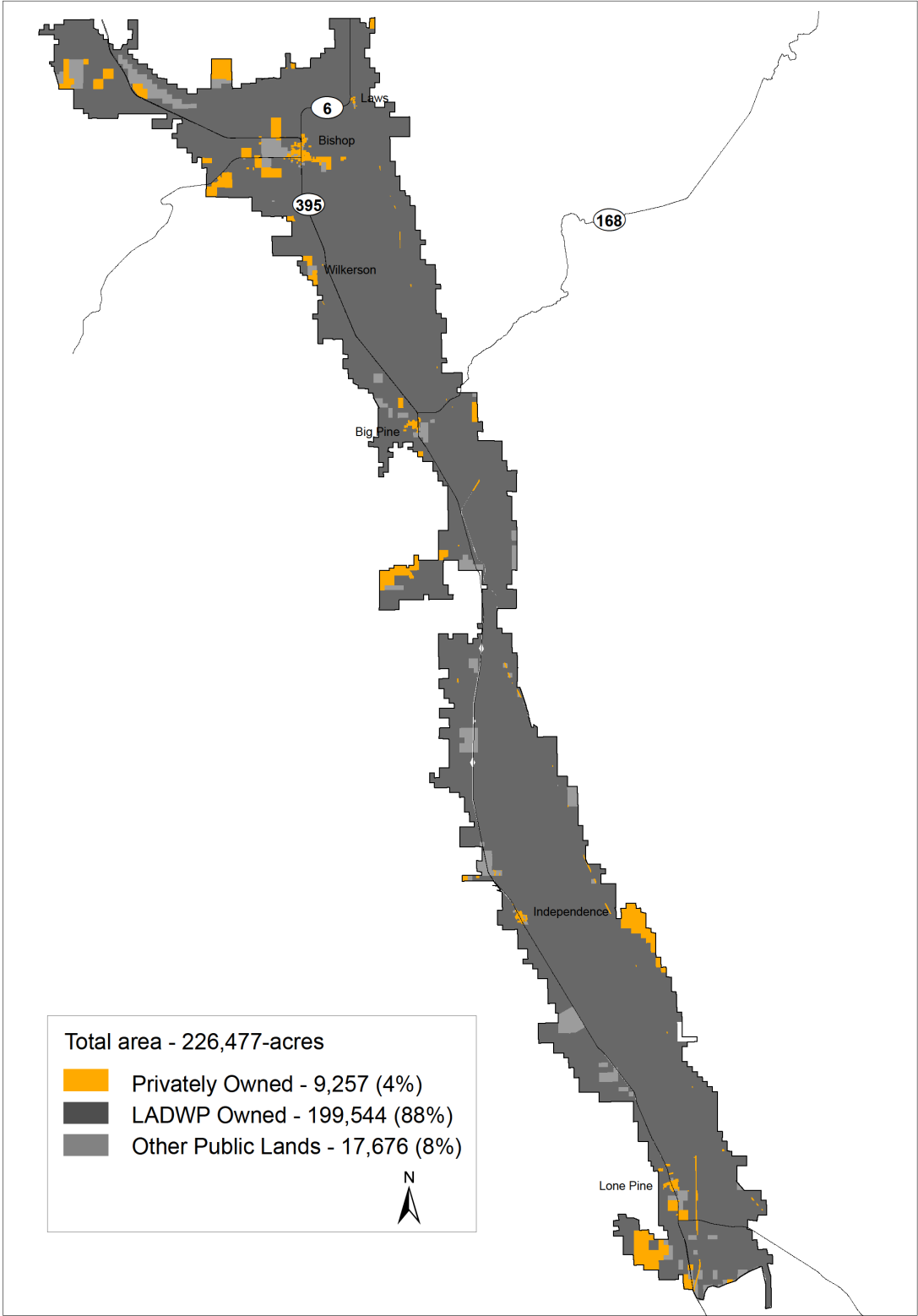
### Land Inventory

Inyo County has a very large land area (10,500-sq-miles). More than 98-percent of this land, however, is public land and under Federal and State management or owned by the City of Los Angeles. This leaves less than 2-percent of the land in the County for development. A vacant land inventory conducted by the County in 2020 found that most of the County's privately owned vacant land is outside of established communities, in areas with environmental constraints, located outside of fire district boundaries (making subdivision impossible), outside of water and sewer service district boundaries (making development prohibitively expensive) and large distances from services. Virtually, all of the vacant land within or adjacent to existing infrastructure, within the communities located along the Highway 395 corridor where a majority of Inyo County's population lives, is owned by the City of Los Angeles.

Since 1970, Inyo County and the Los Angeles Department of Water and Power (DWP) have been in litigation over the construction of a second aqueduct and associated groundwater pumping and water export. In 1989, the Inyo County Board of Supervisors and Los Angeles City Council gave tentative approval to a groundwater management agreement. An environmental impact report (EIR) was prepared by the two parties to address the impacts of the second aqueduct and the agreement. One of the mitigation measures identified in both the tentative agreement and the EIR was the need to release Department-owned lands in the Owens Valley to lessen the impacts of DWP land ownership patterns on the orderly growth of the county and affordability of housing.



Map – Department of Water and Power Owned Property - Owens Valley





The final agreement provided for the release of 75-acres of land in the county adjacent to communities with access to water and sewer systems. A majority of the properties selected are currently zoned for residential development and were given General Plan designations appropriate for residential development. The identified parcels are in or adjacent to the communities of Lone Pine, Independence, Big Pine, and Bishop. To date none of these lands located in the unincorporated county has been sold to private interests. Past housing elements have included much of this land in the inventory, but since countless years have passed and none of it has been developed for housing, only two DWP parcels are included in this update.

The LADWP also owns properties located along the main streets of Inyo County towns that could also be considered for sale. Practically all of these properties are zoned for commercial and mixed use development that allows for multi-family dwellings.

For the 2021 update a new site list has been developed. The parcels included on it (for very low to moderate income categories) are: located within fire districts; within or adjacent to water and sewer service districts; are outside of environmentally sensitive areas; and, they are vacant. County Assessor Parcel Maps were reviewed by County staff to determine the development potential of residential lots.

### **Analysis of Suitability - General: Physical and Environmental**

There are many physical and environmental attributes of land in Inyo County that can impede development. There are potential physical and environmental constraints to consider that can inhibit development on vacant and underutilized sites.

*Physical Attributes* – A majority of vacant parcels in Inyo County have development limitations based on their distance from existing infrastructure. Most of the undeveloped private land in the county is located in remote areas or rural communities that do not have water and sewer systems nor are they located within a local fire district.

*Vacancy Rates* – Inyo County’s reliance on tourism for its economic foundation also plays a part in the lack of available land and/or properties for suitable housing. The County has a rather high vacancy rate (about 18%), which would intuitively equate to more available rentals or sales. This is not the case; however. Many of the County’s vacancies are actually second/vacation homes. This keeps them both empty most of the time and off rental and/or sales market exacerbating the already constrained housing inventory.

*Infrastructure* – As previously mentioned, many communities in Inyo County are not served by water or sewer services primarily due to the expense of creating new systems to serve outlying rural areas with low populations.

*Environmental Attributes* – Due to the remoteness and the long-term vacancies of undeveloped properties in Inyo County, there are many environmental attributes that affect developable areas. The presence of listed species is the most common. There are also wetlands, earthquake faults and some areas are also prone to avalanches. These physical attributes do not prohibit development but rather restrict development and increase development costs.



The County of Inyo does not have any Williamson Act properties but does have several large tracts of agricultural land. These lands were not considered for the land inventory identifying potential residential development.

## AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)

### Introduction AFFH

Affirmatively furthering fair housing means “taking meaningful actions, in addition to combatting discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.” These characteristics include, but are not limited to: race, religion, age, ancestry, sexual orientation, gender identity, marital status, national origin, color, familial status, or disability. Assembly Bill 686 (AB 686) caused AFFH to be included into California State Law. An assessment of AFFH must now be included in all Housing Elements.

The California Department of Housing and Community Development prepared the 2020 Impediments to Fair Housing Choice (AI) for regions in California. Inyo County is part of Region 8 – the Eastern Central California Region. It also includes: Alpine, Amador, Calaveras, Mariposa, Mono, and Tuolumne counties. Information in the AI has been used, in part, to help prepared this section of the 2021 Housing Element update.

Most of the counties in the Eastern Central Region had a low number of building permits occurring from 2013 to 2018 and Calaveras was the only county with a significant amount of units built that count towards the very low and low income RHNA allocation. Inyo County had a total of 31 building permits occurring between 2013 and 2018. This is an average of about 6-units per year, illustrating the slow growth and development in Inyo County. There were no very low income units, 1-low income, 8-moderate and 22-above moderate. Only 14-percent of the Inyo County’s RHNA was realized during this 5-year period, including in the above moderate category.

### Fair Housing Enforcement and Outreach

The Fair Housing Act prohibits discrimination in housing because of: Race; Color; National Origin; Religion; Sex; Familial Status; Disability or other protected characteristics. The eastern sierra, including Inyo County is served by one fair housing service provider, the Eastern Sierra Continuum of Care (CoC). It also serves Mono and Alpine Counties and all of the incorporated cities in the three counties. The CoCs mission is to end homelessness through street outreach and providing emergency shelters, transitional housing, permanent supportive housing, rapid rehousing and other assistance to homeless individuals and families. The CoC’s partners include IMACA, Wild Iris, the Inyo County department of Health and Human Services, Mammoth Lakes Housing, Inyo-Mono Association for the Handicapped, the Mono County Dept. of Social Services, the Alpine County Dept. of Health and Human Services, and the Salvation Army. Current CoC programs include: Homeless Housing, Assistance and Prevention (HHAP) Program, a 1-time block grant providing local jurisdictions with funds to address homelessness challenges (CoC is also seeking HHAP funds to support new and expanded safe parking facilities, a new homeless navigation/crisis center,



landlord incentives and new/expanded youth homeless service projects). These will primarily be located within or on the boundary of the City of Bishop, but will service all of Inyo County.

Information on the AFFH Data Viewer indicates that no Equal Opportunity Fair Housing and (FHEO) cases have been filed in Inyo County as of 2020. The Department of Fair Employment and Housing (DFEH) also take complaints regarding employment and fair housing infractions. The annual reports prepared by DFEH for the years 2015-2019 showed there were no fair housing complaints filed in Inyo County, as well.

A comment was received during a public outreach meeting for the update, regarding fair housing complaints which pointed out that most people in the County probably do not know where to file a complaint or who to ask about access to fair housing. The County is currently in the process of working on establishing a housing specialist position for the County. A program is being added to the Update to include within this program having this specialist's services including helping people submit fair housing complaints, as well as, providing housing information (Program 3.1.7).

### **Opportunity Mapping**

HCD together with the California Tax Credit Allocation Committee (TCAC) created the California Fair Housing Task Force to provide research, policy and other strategic recommendations to further assist public entities in California in affirmatively furthering fair housing. The Task force developed Opportunity Area Maps to examine and demonstrate how resources are geographically distributed. The maps provide an illustrative summary of economic, environmental, and education resources available, and include a "filter" to identify areas with poverty and racial segregation based on the following criteria:

- Poverty: Tracts with at least 30 percent of population under federal poverty line
- Racial Segregation: Tracts with location quotient higher than 1.25 for Blacks, Hispanics, Asians, or all people of color in comparison to the County.

As the following table and map indicate, Block Groups 060270008003, 060270008004 and 060270001001 are low resource areas. Block Groups 060270008003 and 060270008004 include the town of Lone Pine. It is the second largest community in the County with approximately 1,800 people. The third Block Group is located outside of the City of Bishop to the north and east. People living in this Block Group are located on the west and south sides of it and have access to moderate, high and very high resource areas surrounding them. Most of this Block Group is unpopulated and located in the Inyo National Forest and Bureau of Land Management lands.

The County is adding a program to the 2021 Housing Element Update to research possible opportunities and potential funding sources to help develop infrastructure in the more remote locations in the County (also moderate and low opportunity areas) to help promote more housing development (Program 5.3.1). There is still very little in the way of growing employment opportunities in these areas, however, which causes a more limited need for housing and services.

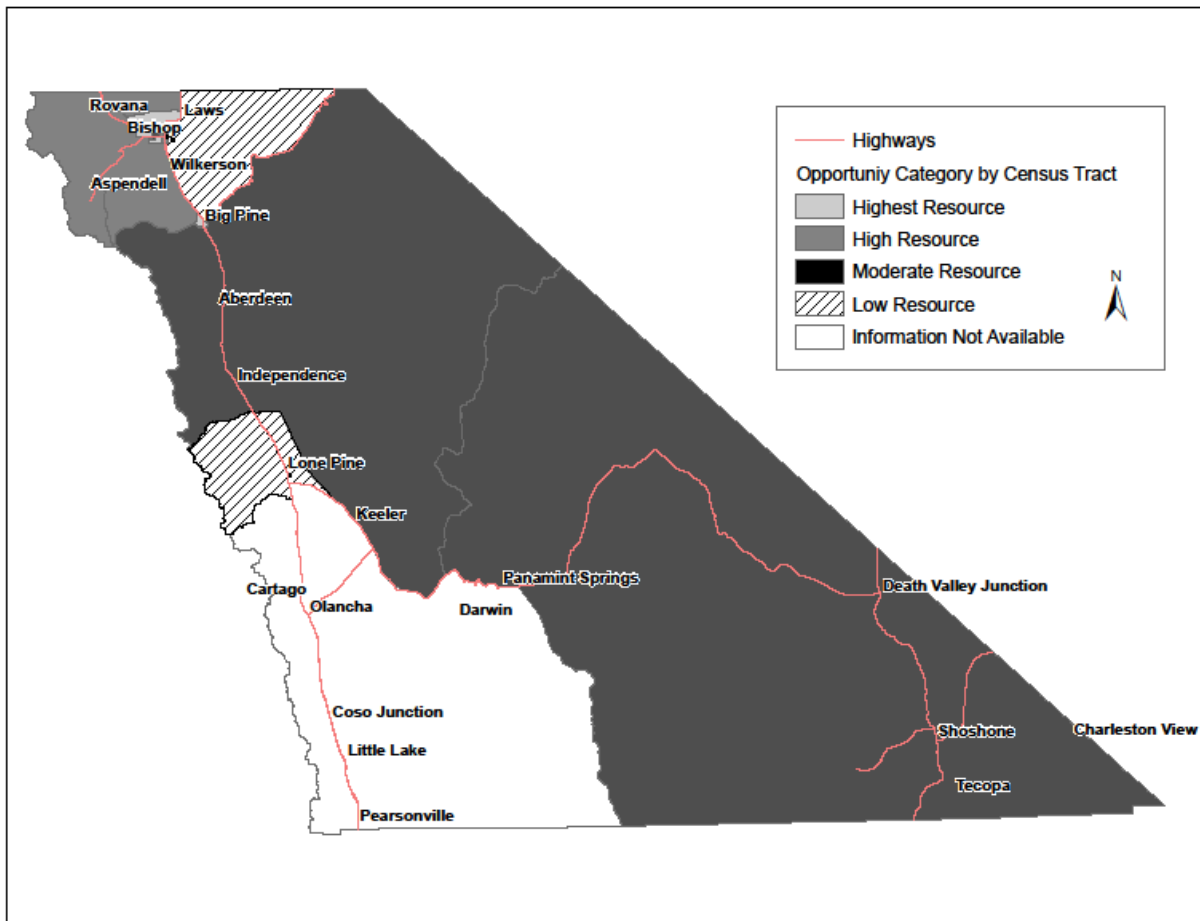


**Table 29 - Inyo County Opportunity Areas by Block Group**

Block Group	Opportunity Category	Economic Score	Environmental Score	Education Score
060270001001	Low	0	78	21
060270001002	Highest	78	78	21
060270002001	High	64	64	7
060270002002	High	71	64	21
060270003001	High	92	50	21
060270003002	Highest	100	50	21
060270004001	Moderate	50	0	21
060270004002	High	86	0	21
060270004003	Moderate	57	0	21
060270004004	Low	36	0	21
060270005001	Moderate	14	92	85
060270005002	Highest	43	93	100
060270008001	Moderate	21	29	93
060270008002	N/A	N/A	N/A	N/A
060270008003	Low	29	29	0
060270008004	Low	7	29	14



## Opportunity Map



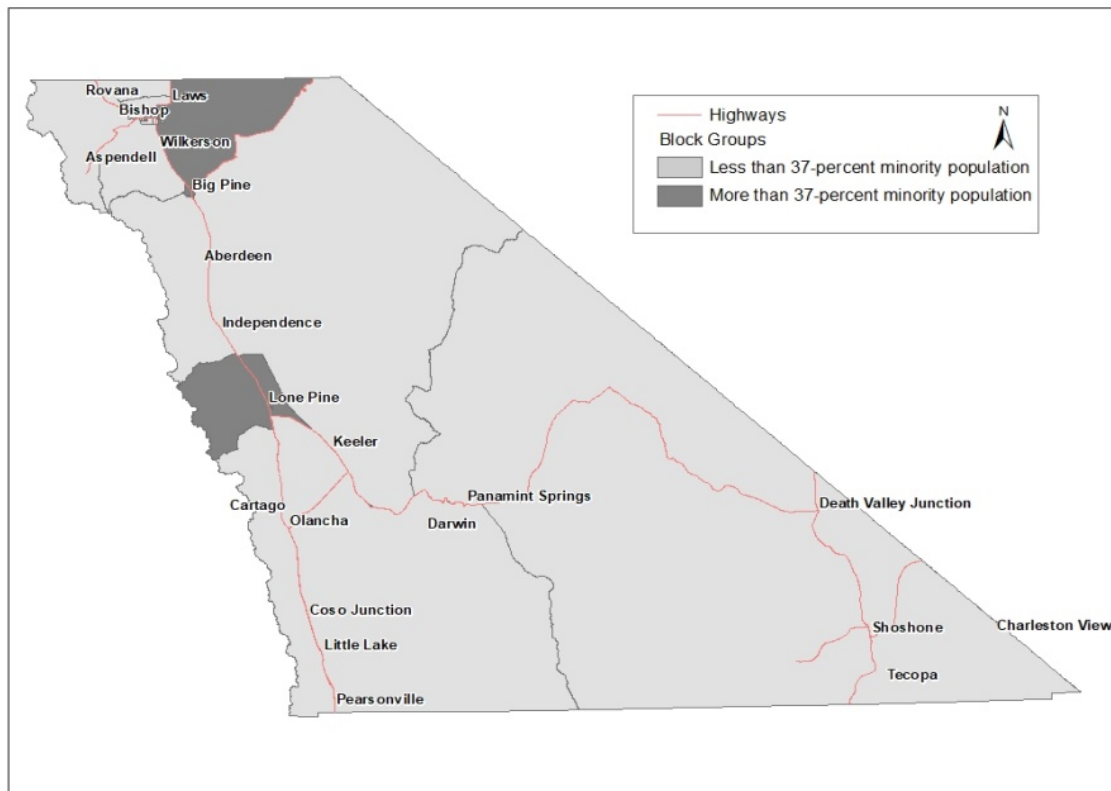
## Integration and Segregation

### Race and Ethnicity

Because Inyo County's towns are small and the geographies used to illustrate segregation are too large, it is difficult, at best, to determine whether there are pockets of concentrated protected classes in the County. The small town sizes most likely works to the benefit of better integration than is found in urban areas. For example, all children in a specific Inyo County town go to the same school. Everyone has access to the same stores, transit system, parks, medical facilities and etc. According the DFEH reports 2015-2019 there were no reports of civil rights infractions in Inyo County. Based on the County's local knowledge, some of the towns located in remote areas do tend to have lower income residents than in the more populated area in the northern part of the County near the City of Bishop. People living in these remote areas must travel long distances to acquire goods and services, but even in these instances, everyone who lives in these communities face the same limitations.



The 2020 Regional Analysis of Impediments to Fair Housing Choice (2020 Regional AI) defined minority concentrations as a census block group with a proportion of minority households that is greater than the overall minority average of the total area (in this case Inyo County). In Inyo County the minority population represents 37-percent of the total population. This percentage does include the City of Bishop as it could not be subtracted out based on data available from the Census. The following Map shows that the highest concentration of minorities in Inyo County is found in the Lone Pine area Block Groups 060270008003 and 060270008004 Big Pine 060270005002, the area north and east of Bishop 060270001001 and Block Group 060270004001, which entirely covers the Bishop Paiute Reservation where the high minority percentage (91-percent) is by design. In total, there are 5 total Block Groups with high minority concentrations. It is of worthy of noting that the Big Pine Block Group 060270005002 is also a high opportunity area (see map below). There is also a concentration of minority population in the Lone Pine Block Groups. An Indian reservation is included in one of the Lone Pine Block Groups 060270004001, as well, but it is not all of it.



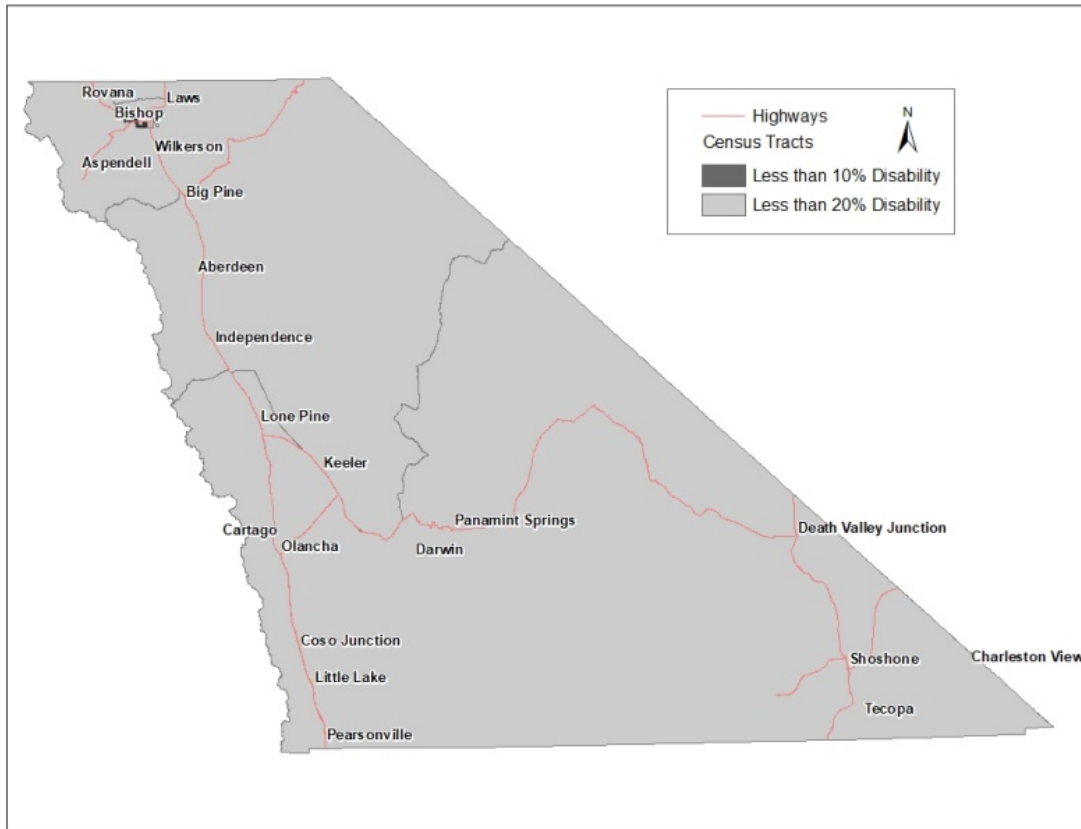
### Disability

Census data captures disability characteristics as having: vision, hearing, ambulatory, cognitive, and independent living difficulties. As seen on the map below, in Inyo there are no Census Tracts with a disability percentage over 20-percent. The percentages of disabled people in the County are also very evenly distributed between Census Tracts showing no areas of concentration. The highest rate of





disability by Census Tract is found in CT 4, CT 5 and CT 8 all with 16-percent; CT 1 is 15-percent; CT 2 11-percent and CT 3 has 8-percent. This illustrates no areas of concentrated disability in the County. The overall disability rate in the County is 14-percent. This is somewhat higher than the State rate of about 11-percent. The County also has an older population, which likely influences the disability rate.



### Familial Status

As shown on the following table, about 42-percent of households in Inyo County identify as married couple families. Census Tracts CT 1, CT 2 and CT 3 exceed this number with about 56, 58, and 73-percent respectively. CT 4 has the lowest percentage of married couple households with 25-percent. In the County, about 12-percent of households have children under 18-years. CT 3 has the highest percentage of households with children under 18 with 25-percent. Census Tract 4 has the lowest percentage of married couple households (25-percent) and the highest percentages of both female headed households and those with children under 18 (15-percent and 7-percent respectively). Non-family households exceed the percentage of married couple households in CT 1, CT 4, CT 5 and CT 8. CT 4 has the highest percentage of non-family households at 56-percent. It also has the highest percentage of householders living alone at 52-percent. Householders living alone that are also over 65-years are fairly evenly distributed from 13-20-percent, except in CT 2 where it is 9-percent. Overall, the County has a 45-percent of householders living alone and 20-percent are over 65-years.



This is another example of the aging population trend in Inyo County. Female Householders with children under 18-years do not represent a large proportion of Inyo County Households and they are fairly evenly distributed. Census Tracts 4 and 8 have the highest percentages (6.8 and 6.7 respectively).

**Table 30 – Familial Status**

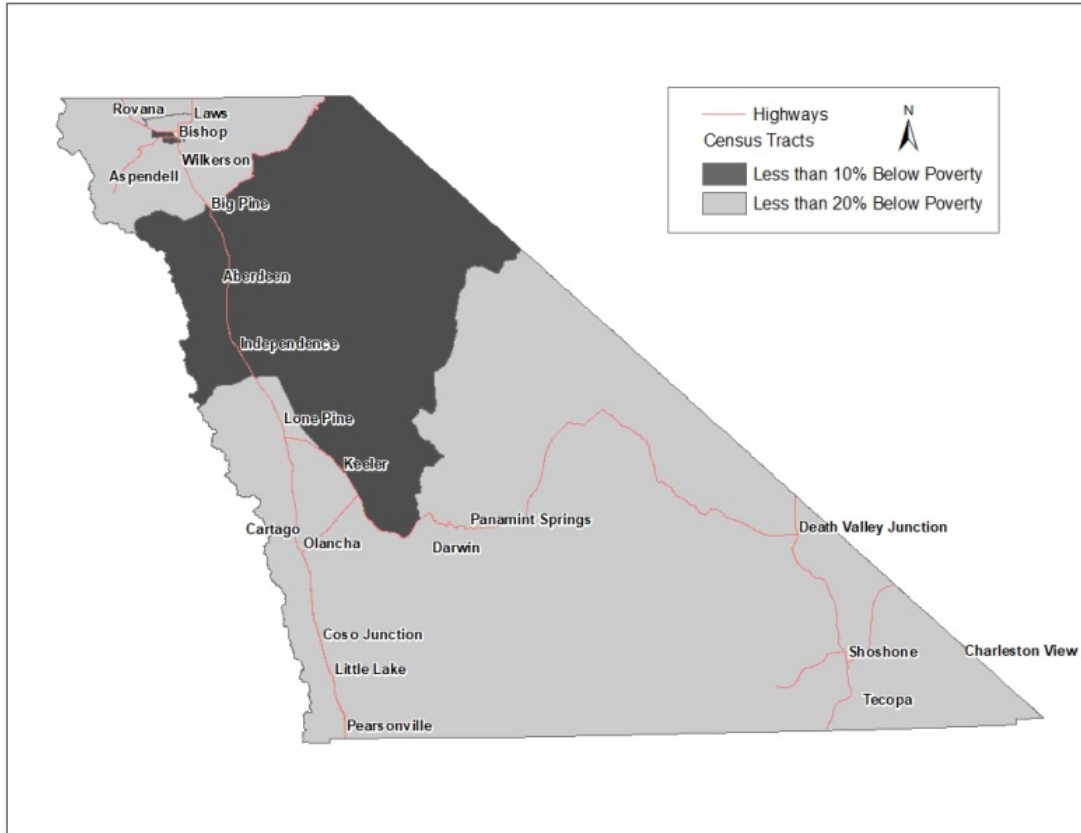
	Inyo County	CT 1	CT 2	CT 3	CT 4	CT 5	CT 8
Total Households	7,950	1,177	703	973	2,601	1,076	1,420
Number Married Couple Households (HH)	3,307	660	406	709	655	336	541
Pct. Married Couple	41.6	56.1	57.8	72.9	25.2	31.2	38.1
Households with Children under 18	988	189	88	241	497	142	239
Pct. HH with Children under 18	12.4	16.1	12.5	24.8	19.1	13.2	16.8
Number Female Householder no spouse present	779	124	39	39	386	82	109
Pct. HH Female Householder no spouse present	9.8	10.5	5.5	4.0	14.8	7.6	7.7
Number Female Householder no spouse present with Children under 18	315	0	11	19	178	12	95
Pct. HH Female Householder no spouse present with Children under 18	4.0	0.0	1.6	2.0	6.8	1.1	6.7
Number Non-Family Household	3,654	368	247	214	1,464	598	763
Pct. HH Non-Family Hous	46.0	31.3	35.1	22.0	56.3	55.6	53.7
Pct. Housholder Living Alone	45.0	29.9	22.8	20.0	52.0	44.0	45.0
Pct. Householder Living Alone Over 65	20.0	14.0	9.0	13.0	16.0	20.0	20.0

Poverty Status

Inyo County as a whole has a 9.3-percent poverty rate, or 1,635 people who are identified as living under the poverty level. This number is dispersed across the County fairly evenly with one Census Tract (CT 3) with a much lower rate than the rest with 3.6-percent. Census Tract 8 has the highest poverty rate of 14.5-percent. None of the CTs are over 30-percent, which is a metric in the opportunity mapping conducted by California Fair Housing Task Force.

**Table 31 – Poverty Status**

	Inyo County	CT 1	CT 2	CT 3	CT 4	CT 5	CT 8
Total Population for Whom Poverty Status is determined	17,562	2,709	1,693	2,541	5,395	2,215	3,009
Number below Poverty Level	1,635	277	185	92	459	187	435
Pct. Below Poverty Level	9.3	10.2	10.9	3.6	8.5	8.4	14.5



### Racially Concentrated Areas of Affluence

Another indicator used help evaluate fair housing choice is Racially Concentrated Areas of Affluence (RCAAs). These are broadly defined by HUD as affluent white communities. No formal definition for RCAA has been offered by HCD or HUD, though. HCD has suggested that they can be determined by identifying census tracts with a white population over 40-percent, and high median income levels. Inyo County overall has a 62-percent White population. There is not a single Census Tract with a White population under 40-percent. Census Tract 3 has the highest White population with 87-percnet and CT 4 has the lowest with 50-percent, showing some varying range, but no concentration in specific areas. The County's median household income is \$57,316. This is lower than the State median household income of \$75,235. There are, however, two Census Tracts that are over the County and State median incomes at \$86,875 (CT2) and \$96,036 (CT3). Based on HCD's - Inyo County-State Income Limits by Household Size (2020) the County's median income as a whole and by Census Tract fall roughly fall into the Low – Moderate income categories.

### Racially/ ethnically concentrated areas of poverty

The Housing and Urban Development Department (HUD) Racially and Ethnically Concentrated Areas of Poverty (RECAPs) illustrate the cross sections of poverty and segregation found within a community. These areas are common throughout California; however, the Eastern Central Region does not have any RECAP areas according to the current data used to identify them. This means



that there are not intersections of concentrated poverty and race/ethnicity classified in Inyo County based on the RECAP data. To further explore this, the CoC developed a tool called the Racial Equity Tool. It includes homelessness and poverty counts by race in the CoC area (Inyo, Mono and Alpine counties) and for California as a whole. This Tool is was developed to help analyze potential racial disparities among people experiencing homelessness. Using the data gathered from the CoC Point-In-Time Count, and American Community Survey data, racial equity data was created for the CoC Counties (Alpine, Inyo and Mono).

The data summarized on the following table indicates that the CoC study area has an overall lower rate of poverty, and substantially lower rate of homelessness, than California as a whole. The CoC has a slightly higher rate of poverty for black residents (24.8%) than the State overall (22.2%), but a lower rate of homelessness than for all races evaluated.

**Table 32 – Racial Equity in Continuum of Care Counties**

State of California and CoC Counties (Alpine, Inyo Mono) - Race Equity Comparison						
	Total Population		Population living below poverty rate		Homeless Population	
	CA	CoC	CA	CoC	CA	CoC
Total Pop.	33,982,847	33,457	5,773,408	3,419	151,378	214
Total Pct.	100%	100%	17%	10.20%	4.70%	0.64%
White Tot.	23,607,242	27,498	3,183,011	2,623	92,164	195
White Pct.	61%	82%	13%	9.50%	3.90%	0.004%
Black Tot.	2,263,222	266	502,610	66	44,086	0
Black Pct.	6%	1%	22.20%	24.80%	0.019%	0
Native Tot.	292,018	2,730	62,078	462	6,797	19
Native Pct.	1%	8%	21.20%	16.90%	2.30%	0.7%
Asian Tot.	5,655,699	602	629,262	125	4,783	0
Asian Pct.	15%	2%	23.70%	21%	0.8%	0
Other Tot.	7,164,666	2,360	1,396,447	143	13,448	0
Other Pct.	18%	7%	19.5	6%	0.19%	0

This of course does not mean that there are no areas with some concentrations of race/ethnicity and poverty in the County, even though they do not rise to the levels usually found in more populated urban and suburban areas. CT 8 has the highest levels of minority population, female householders with no spouse present and children under 18, persons with disabilities and persons living in poverty. A program has been included to focus efforts on housing opportunities for extremely low income groups, in general, and with a special focus on CT 8, especially the area including Lone Pine (Program 7.1.1).

### **Access to opportunity**

Residents in the remote areas of the County have less access to opportunity than those living in the more populated areas. Towns located in the south and east parts of the County range from around



230 to 7 people. Some of these communities require long distance travel to employment, schools, medical facilities, stores and etc.

### Education

Inyo County has six public school districts. These are Bishop Unified, Big Pine, Death Valley, Lone Pine, Owens Valley and Round Valley. Between these Districts there are 17 schools. Several of these schools operate from the same campus. For example, an elementary, middle and high school are all located on a single site in Shoshone. Inyo County's public schools are located in CT 2, 3, 4, 5 and 8. There are also various private schools and preschools scatter throughout the County. A Community College (a branch of the Cerro Coso system) is located in the Bishop area in CT2. Between 2015 and 2020 all of the County's School Districts, except Owens Valley (in CT5) had Title I eligible schools. The other school District in CT5 was Title 1 eligible. A Title I eligible school is one in which the percentage of children from low-income families is at least 35 percent of the children from low-income families, served by the Local Education Agencies. This data is consistent with the County's overall poverty data and does not show concentrations of schools with children in poverty in specific areas. They tend to be spread over the County fairly evenly.

The High school graduation rate in Inyo County is 85.2%. This is only slightly less than the State rate of 87.6%. It is impossible to get these rates by district as many of the County's high schools are very small in population and graduate less than 10 students per year. The State Office of Education does not release data for less than 10 graduating students due to privacy issues.

### Employment

According to the 2019 ACS data, there are 8,579 people 16-years and over that are in the civilian labor force. Of these, 8,229 were employed. This represents 96% of the civilian labor force, leaving about a 4-percent unemployment rate. The poverty rate for employed people in the County is 5.4-percent and for unemployed it is 36.9-percent. The following Table shows these same characteristics by Census Tract:

**Table 33 – Employment Status**

	Inyo County	CT 1	CT 2	CT 3	CT 4	CT 5	CT 8
Total Population for Whom Poverty is Determined	17,562	2,709	1,693	2,541	5,395	2,215	3,009
Civilian labor force 16 years and over	8,579	1,233	891	1,136	2,794	1,082	1,443
Percent Total Pop for Whom Pov is Determined in Civilian Labor Force 16-Years and Over	48.8%	45.5%	52.6%	44.7%	51.8%	48.8%	48.0%
Number Civilian labor force 16 Years and Over Employed	8,229	1,171	860	1,118	2,644	1,055	1,381
Pct. Civilian labor force 16 Years and Over Employed	95.9%	95.0%	96.5%	98.4%	94.6%	97.5%	95.7%
Number Civilian labor force 16 Years and Over Unemployed	350	62	31	18	150	27	62
Pct. Civilian labor force 16 Years and Over Unemployed	4.1%	5.3%	3.6%	1.6%	5.4%	2.5%	4.3%
Pct. Living in Poverty of Civilian labor force 16 Years and Over Employed	5.4%	4.7%	4.0%	5.1%	4.9%	9.6%	5.1%
Pct. Living in Poverty of Civilian labor force 16 Years and Over Unemployed	36.9%	64.5%	N/A	55.6%	26.7%	3.7%	61.3%



Only CT 5 shows a poverty rate of employed people (9.6-percent) that is (slightly) higher than the County's overall poverty rate of (9.3-percent). It also has the second highest percentage of employed people and lowest percentage people who are unemployed in poverty. The rest of the Census Tracts have rates of working poor (those employed and living in poverty) that are quite a bit lower than the County's poverty rate. This is a good sign that the rate of working poor in the County is not especially high.

### Transportation

Transportation is an important factor in the ability of a person to access opportunity. Inyo County's low population and huge land area make access to jobs, schools, goods and services much more difficult than in urban and suburban areas. There is one transit service provider in the County (Eastern Sierra Transit) and it does not service all of the small towns in the County. The southwest part of the County has no transit service and southeast has one bus a week that takes people from Tecopa to Pahrump Nevada. The City of Bishop and closely surrounding area has more local service provision than the rest of the County. There are two buses that go from Bishop to Lone Pine and back twice a day.

All Transit provides and evaluates metrics that reveal the social and economic impacts of transit, specifically by looking at connectivity, access to jobs, and frequency of service. According to All Transit, and not surprisingly, Inyo County has a very low ranking of 0.4. This indicates a low combination of trips per week and a low number of jobs accessible by transit resulting in a low number of people who take transit to work. This is, again, a symptom of the geography and land use patterns in the County.

### Environmental

The California Office of Environmental Health Hazard Assessment (OEHHA) assesses health risks caused by environmental contaminants. To help identify areas that are disproportionately burdened by pollution, OEHHA developed the California Communities Environmental Health Screening Tool (CalEnviroScreen). The OEHHA assessment for Inyo County's six Census Tracts can be seen on the following Table. A higher score reflects a higher burden. The results for each indicator range from 0-100 and represent the percentile ranking of the census tracts compared to other census tracts throughout the State. Census Tracts 5 and 8 have the highest percentile ranking in the County. These rankings are, however, low-moderate at 40 and 47 respectively. They both have high solid waste effects CT 5 is high and CT 8 is very high and both have County landfills within their boundaries. Census Tracts 5 and 8 have the highest percentile of population characteristics.

**Table 34 – Environmental Factors**

	CT 1	CT 2	CT 3	CT 4	CT 5	CT 8
<b>Overall Percentiles</b>						
CalEnviroScreen 4.0 Percentile	8	19	14	37	40	47
Pollution Burden Percentile	0	17	2	14	21	70
Population Characteristics Percentile	40	24	43	59	54	33



## Disproportionate Housing Needs

'Disproportionate housing needs' as defined by (24 C.F.R §5.152) are: 'significant disparities in the proportion of members of a protected class experiencing a category of housing needs when compared to the proportion of a member of any other relevant groups or the total population experiencing the category of housing need in the applicable geographic area.' The determination of disproportionate need accounts for housing cost burden (payments exceeding 30% of gross income) and severe burden (payments exceeding 50-percent of gross income), overcrowding (housing with more than 1 person per room), and substandard housing (lacking complete kitchen or bathroom facilities), are shown on the following table – note that data showing payments exceeding 50-percent of gross income are unavailable.

**Table 35 –Disproportionate Housing Needs**

	Inyo County	CT 1	CT 2	CT 3	CT 4	CT 5	CT 8
<b>Housing Factor</b>							
Occupants per Room							
Occupied Housing Units	7,950	1,177	703	973	2,601	1,076	1,420
1.00 or fewer occupants	4,452	1,116	699	966	2,583	1,074	1,314
Pct. 1 or fewer	97.5%	94.8%	99.4%	99.3%	99.3%	99.8%	92.5%
1.01 or more occupants	177	50	4	7	13	2	101
Pct. 1.01 - 1.51	2.2%	4.2%	0.6%	0.7%	0.5%	0.2%	7.1%
1.51 or more	21	11	0	0	5	0	5
Pct 1.51 or more	0.3%	0.9%	0.0%	0.0%	0.2%	0.0%	0.4%
<b>Gross Rent as a Percentage of Household Income</b>							
<i>All Occupied Units Paying Rent</i>	2,428	102	151	N/A	1,391	271	490
Less than 30% of Gross Income	56.6%	88.2%	65.6%	N/A	51.5%	68.3%	58.2%
More than 30% of Gross Income	43.4%	11.8%	34.4%	N/A	48.5%	31.7%	41.8%
<b>Substandard Conditions</b>							
Occupied Housing Units	7,950	1,177	703	973	2,601	1,076	1,420
Lacking Complete Plumbing	48	0	0	0	0	0	48
Pct. Lacking Complete Plumbing	0.6%	0.0%	0.0%	0.0%	0.0%	0.0%	3.4%
Lacking Complete Kitchen	114	0	0	0	63	2	49
Pct. Lacking Complete Kitchen	1.4%	0.0%	0.0%	0.0%	2.4%	0.2%	3.5%
No Telephone Service	92	9	5	0	20	3	55
Pct. No Telephone Service	1.2%	0.1%	3.3%	0.0%	0.8%	0.3%	3.9%

Inyo County and its associated Census Tracts do not have significant numbers of overcrowding or substandard conditions. The County as a whole, however, does show that 43.4-percent of occupied rental units have renters who are cost burdened. Census Tract 4 has the highest percentage of renters who are cost burdened at 48-percent this is the CT that primarily represents the City of Bishop and it is subject to the City's jurisdiction and Housing Element. Census Tract 8 has 41.8-percent of renters that are cost burdened. Programs 2.1.4, 3.1.2, 3.2.2, 3.2.3 and 3.2.4 are included to help in the provision of high density housing, ADU/JADU development, more rental opportunity in single family homes and opening up commercially zoned property to more multi-family housing, which is intended to promote higher density housing and more rentals in the County.



Other factors contributing to disproportionate housing needs are elderly residents who are commonly on fixed incomes. As can be seen on Table 30, age is a factor in Inyo County where 20-percent of Households have a householder who is 65-years or older. Census Tracts 5 and 8 both also show that 20-percent of households have a householder 65-years or older. The County shall explore the issues facing its seniors and their housing needs. The housing stakeholder group established during the housing element update will continue to meet to further define housing issues in the county including senior and employee housing. This work will include identifying and applying for grants to provide affordable and special needs housing (Program 7.2.1).

### **Displacement Risk**

The level of displacement risk faced by Inyo County residents is difficult to assess primarily due to geography and landuse patterns. There are definite concerns about availability of housing, rental costs and an aging population, though. During the several public meetings held for the housing element, lack of housing, lack of land to build housing and lack of rentals and rental costs were expressed repeatedly. There are also concerns related to the increase of second home ownership in the County. The high costs and lack of availability has been and can continue to drive prices up that could result in people leaving the County. Census Tract 8 has the highest proportion of renters paying over 30-percent of their income to rent at 41.8-percent and CT 2 is the next highest with 34.4-percent.

### **Summary of Fair Housing Issues and Programs**

1. Inyo County does not currently have a person dedicated to helping people with fair housing complaints and working to help fill the housing needs of its citizens.

*The County is currently in the process of developing a housing specialist position for the County. This specialist's services will include taking fair housing complaints, as well as, providing information and support for affordable housing, as well as, other services as appropriate. (Program 3.1.7).*

2. There are extremely low income people scattered throughout the county. Census Tract 8, however, does show some concentration of poverty, disability, female householders with children under 18 and householders 65-years and older.

*Efforts to provide housing opportunities for the extremely low income group and special needs populations will include an additional focus on CT 8, especially in the Lone Pine and Tecopa areas (Program 7.1.1).*

3. Factors contributing to disproportionate housing needs are elderly residents who are commonly on fixed incomes. Inyo County overall has 20-percent of Households with a householder who is 65-years or older. Census Tracts 5 and 8 on their own also show that 20-percent of households have a householder 65-years or older.

*The housing stakeholder group established during the housing element update will continue to meet to further define housing issues in the county including senior housing. This work will include identifying and applying for grants to provide affordable and special needs housing including senior housing (Program 7.2.1).*





4. Census Tract 8 has the highest percentages of people identified, by the metrics analyzed in this assessment, as disproportionately disadvantaged when compared to the remaining 5 Census Tracts in Inyo County. Census Tract 8 also includes two of the Block Groups that are identified as low resource in the County. Census Tract 1 is also identified as low resource, but based on the other evaluations at a finer scale, this is inconsistent. The geography of CT1 is more likely the culprit to its low resource score. The population lives on south and west sides of CT1. The rest of the Tract is in the Inyo Nation Forest and BLM lands that are vacant. The people who live in CT 1 use the resources found in the Bordering Census Tracts that are High and Moderate Resource areas. This leaves CT 8 as the Tract with the highest displacement risk.

*A program has been included in the Housing Element to direct special focus to CT 8 when pursuing affordable housing grants and fair housing support opportunities (Program 7.1.1).*

5. High cost burdens on renters is found within all of the County's Census Tracts, except CT 1. All but CT 1 have over 30-percent of renters cost burdened. In contrast, CT 1 is roughly 12-percent. The distribution of this is fairly even 31.7-percent to 41.8-percent across the other five CTs. This excludes CT 4, which is primarily influenced by the City of Bishop. It is 48.5-percent, but would fall under the City's jurisdiction and Housing Element programs.

*(Programs 1.1.1, 2.1.3, 2.1.4, 3.1.1, 3.1.2, 3.2.2, 3.2.3, 3.2.4, and 5.3.1 address affordable housing, including rental housing).*

### **Analysis of Realistic Capacity**

The County's RHNA suitable sites as a product of the analysis realistic capacity (see below) are enough to meet the County's allocation of 23-units for Extremely Low 23-units, Very-Low, 23-units for Low and 39-units for Moderate income residents. Since there are no projects on the horizon and land owned by the City of Los Angeles has been identified for the RHNA sites (due to a complete dearth of land that meets HCD's criteria for RHNA site selection) the County will likely not realize the construction of all of these units during the Housing Element period. This is a shame as the County would like to see more housing opportunity for its residents, especially affordable housing. In an effort to help achieve the goal of providing affordable housing for extremely low income and special needs residents, the County has developed several programs to address these issues, please see programs section.

The Residential Site Inventory only evaluates those lands that are between 2 and 10-acres, are sufficiently served by existing infrastructure, can be easily connected to sewer and water systems, or have the required area for individual water wells and septic systems and have access to phone and internet services. Since Inyo County has no privately owned vacant land that meets this criteria, sites owned by the City of Los Angeles and the County were used for the extremely low, very low, low and moderate income sites. The capacity calculations used to identify sites for extremely low, very low, low and moderate income housing were conducted per Government Code 65583.2(c)(2). The 20-unit per acre, based on the County being listed as a non-metropolitan county, was used along with an 80% reduction of total capacity to achieve realistic capacity. It should also be noted that since Inyo County also has no parcels that meet the site criteria, provided by statute that are zoned for high density residential development, anywhere near infrastructure and services, Sites 2 and 3 will be



required to be re-zoned so the County can meet the overall capacity requirements. Program 2.1.3 is included to ensure that Sites 2 and 3 are re-zoned within 2-years of the Housing Element adoption. These parcels are currently part of a vacant land study and re-zone analysis being conducted by the County through an SB2 grant.

### **Sites Suitable for Extremely Low, Very Low, Low and Moderate Income Units**

Inyo County's RHNA allocation for very-low (includes extremely low), low and moderate-income units is 125, with no carry over units from 2014. The County has identified 3-sites (see Appendix C for maps) that can accommodate the allocations, these include:

**Site 1 – Bartell Street/Big Pine** – This is an approximate 3-acre parcel that is located in the community of Big Pine. The General Plan designation of this parcel is Residential High Density that allows up to 24-dwelling units per acre, meeting the 20-unit/per acre site selection requirement for non-metropolitan counties. This parcel is zoned Multi-family Residential, 3 units and above (R3). The 20-unit per acre calculation also had an 80% reduction to achieve a realistic capacity number of 51-units. These units are a mix of (extremely low, very-low, low and moderate-income households). Adequate sewer and water is available through the Big Pine Community Service District to this parcel and the infrastructure for it is available to the site. It is also located in a local fire district and has readily available phone and internet service. It is currently owned by the City of Los Angeles. There are no current plans to sell the property within the planning period and the County will continue to try to work with DWP on land releases and more specifically to this site. Since the County Code includes that multi-family residential development of more than 15-units per acre, in the R3 zone, requires a conditional use permit and this can be considered a constraint, a program (Program 2.1.4) is being added to remove this requirement within 2-years of the Housing Element adoption.

This site is in an area that is identified as a High Resource area. This means that quality services are readily available to people living in the area.

**Site 2 – East South Street/Bishop** – This parcel is over 5-acres and has a General Plan designation of Retail Commercial and a Zoning designation of One-Family Residential. This parcel is currently undergoing CEQA review for a General Plan designation change to Residential High Density and zoning to Multi-family Residential, 3 units and above (R3), which meets the 20 dwelling unit per-acre requirement for a non-metropolitan county. Since the County Code includes that multi-family residential development of more than 15-units per acre, in the R3 zone, requires a conditional use permit, the same program to eliminate this requirement as in Site 1 (Program 2.1.4) affects this parcel. These units can be a mix of (extremely low, very-low, low and moderate-income households). Adequate sewer and water is available to this parcel from the City of Bishop, although it will require either a boundary adjustment or out of area service contract through the Local Agency Formation Commission (LAFCo). The site is located in a local fire district and has available phone and internet service. It is currently owned by the City of Los Angeles; there are no current plans to sell the property within the planning period. A program to require the zone and General Plan designation change within 2-years of adoption of the housing element is included under 2.1.3.

This site is in an area that is identified as a High Resource area. This means that quality services are readily available to people living in the area.



**Site 3 – First Street/Bishop** – This parcel is close to 6-acres and has a General Plan Designation of Public Facilities and a zoning designation of Public. This parcel is currently undergoing CEQA review for a General Plan designation change to Central Business District and zoning to Central Business (CB), which meets the 20 dwelling unit per-acre requirement for a non-metropolitan county. The County’s CB zone allows for mixed use commercial/residential outright as well as multi-family with a CUP. Since requiring a CUP can be considered a constraint a program (Program 3.2.3) has been included for the County to move forward with evaluating a zone change to allow for multi-family outright in the CB zone. The 20-unit per acre calculation also had an 80% reduction to achieve a realistic capacity number of 91-units. These units can be a mix of (extremely low, very-low, low and moderate-income households). Adequate sewer and water is available to this parcel from the City of Bishop, although it will require either a boundary adjustment or out of area service contract through the Local Agency Formation Commission (LAFCo). The site is located in a local fire district and has available phone and internet service. It is currently owned by the County. Although there are no current plans to sell the property within the planning period or development plans on the near horizon, this parcel is considered a good candidate for a mixed commercial/mixed income residential project.

This site is in an area that is identified as a High Resource area. This means that quality services are readily available to people living in the area.

### **Sites Suitable for Above Moderate Income**

The County identified 58 infill parcels that can accommodate the 80 above moderate income dwelling units identified in the RHNA. All of these parcels are located within a local fire district boundary so they can be subdivided where appropriate. These parcels are also either located within or adjacent to a water and sewer service provider, or they are over .5-acres as recommended for septic systems.

Communities in the more remote areas of the county such as Keeler, Darwin, Cartago, Olancho, Tecopa, Shoshone, Sandy Valley, and Charleston View, include vacant parcels with residential zoning. Since limited development of residential units in these areas can be anticipated, they are not included in the land inventory. These areas do; however, provide for additional residential development opportunities throughout the planning period including for affordable housing.

Accessory Dwelling Units are also a realistic means to provide more housing opportunities in Inyo County. Permits are being applied for more frequently for ADUs in the County and the County has updated its code to reflect all current State regulations regarding ADUs. Although not counted towards the site inventory, they will most likely add to it during the 6<sup>th</sup> Housing Element Cycle. The County’s housing rehabilitation loan program also includes funding for ADU and JADU development.

Table 36 below provides a site-by-site inventory of the vacant land that is currently available to provide sites to meet the County’s 2021 RHNA. Table 37 provides a comparison of the County’s remaining RHNA with the capacity provided by the sites in Table 36.



**Table 36 - Vacant Land Inventory – Unincorporated Inyo County  
(SEE MAP IN APPENDIX B)**

Site number	APN	Project Type	GP Designation	Zoning	Allowable Density	Acres	General Plan Max. Units	Realistic capacity	Existing Use	Infrastructure Present/On-site Constraints
1	004-160-05	<u>Mixed income: extremely low, very low, low, moderate</u>	RH	R3	7.6-24	3.2	24	51	Vacant	Water and sewer available to property
2	008-240-01	<u>Mixed income: extremely low, very low, low, moderate</u>	Changing to RH	Changing to R3	7.6-24	5.25	24	84	Vacant	Water and sewer available to property
3	008-240-01	<u>Mixed income: extremely low, very low, low, moderate</u>	Changing to CBD	Changing to CB	7.6-24	5.69	24	91	Vacant	Water and sewer available to property
4	002-036-10	Subdivision	RMH	RMH-5,800	7.6-15	0.17	2	2	Vacant	Water and sewer available to property
5	002-034-07	Infill	RM	RMH-5,800	4.6-7.5	0.15	2.6	1	Vacant	Water and sewer available to property
6	002-095-09	Infill	RM	RMH-5,800	4.6-7.5	0.15	1.1	1	Vacant	Water and sewer available to property
7	002-051-04	Infill	RM	RMH-5,800	4.6-7.5	0.15	1.1	1	Vacant	Water and sewer available to property
8	002-043-14	Infill	RM	RMH-5,800	4.6-7.5	0.15	1.1	1	Vacant	Water and sewer available to property
9	002-055-12	Infill	RM	RMH-5,800	4.6-7.5	0.30	1.1	1	Vacant	Water and sewer available to property
10	004-070-42	Infill	RM	RMH-5,800	4.6-7.5	0.17	2.3	1	Vacant	Water and sewer available to property
11	004-020-48	Infill	RM	RMH-5,800	4.6-7.5	0.23	1.3	1	Vacant	Water and sewer available to property



Site number	APN	Project Type	GP Designation	Zoning	Allowable Density	Acres	General Plan Max. Units	Realistic capacity	Existing Use	Infrastructure Present/On-site Constraints
12	004-031-17	Infill	RM	RMH-5,800	4.6-7.5	0.25	1.7	1	Vacant	Water and sewer available to property
13	004-090-05	Subdivision	RM	RMH-5,800	4.6-7.5	0.60	1.9	3	Vacant	Water and sewer available to property
14	004-101-09	Subdivision	RM	RMH-5,800	4.6-7.5	1.00	4.5	5	Vacant	Water and sewer available to property
15	005-071-09	Infill	RM	RMH-5,800	4.6-7.5	0.16	7.5	1	Vacant	Water and sewer available to property
16	005-071-10	Infill	RM	RMH-5,800	4.6-7.5	0.17	1.2	1	Vacant	Water and sewer available to property
17	005-109-48	Infill	RM	RMH-5,800	4.6-7.5	0.20	1.3	1	Vacant	Water and sewer available to property
18	005-113-32	Infill	RM	RMH-5,800	4.6-7.5	0.25	1.5	1	Vacant	Water and sewer available to property
19	008-270-14	Subdivision	RM	RMH-7,200	4.6-7.5	0.45	1.9	2	Vacant	Water and sewer available to property
20	010-352-15	Infill	RM	RMH-7,200	4.6-7.5	0.31	3.4	1	Vacant	Water and sewer available to property
21	010-352-15	Infill	RM	RMH-7,200	4.6-7.5	0.31	2.3	1	Vacant	Water and sewer available to property
22	010-361-28	Infill	RM	RMH-7,200	4.6-7.5	0.32	2.3	1	Vacant	Water and sewer available to property
23	010-361-27	Subdivision	RM	RMH-7,200	4.6-7.5	0.38	2.4	2	Vacant	Water and sewer available to property
24	010-353-13	Subdivision	RM	RMH-7,200	4.6-7.5	0.41	2.9	2	Vacant	Water and sewer available to property
25	010-550-23	Infill	RM	RMH-7,200	4.6-7.5	0.22	3.1	1	Vacant	Water and sewer available to property



Site number	APN	Project Type	GP Designation	Zoning	Allowable Density	Acres	General Plan Max. Units	Realistic capacity	Existing Use	Infrastructure Present/On-site Constraints
26	010-550-22	Infill	RM	RMH-7,200	4.6-7.5	0.22	1.7	1	Vacant	Water and sewer available to property
27	011-080-55	Infill	RRH	R1-1.0	1	0.56	1.7	1	Vacant	Water and sewer available to property
28	011-080-53	Infill	RRH	R1-1.0	1	0.56	0.6	1	Vacant	Water and sewer available to property
29	011-020-50	Infill	RRH	R1-1.0	1	0.76	0.6	1	Vacant	Water and sewer available to property
30	011-070-51	Infill	RRH	R1-1.0	1	1.05	0.8	1	Vacant	Water and sewer available to property
31	011-080-31	Infill	RRH	R1-1.0	1	1.16	1.1	1	Vacant	Water and sewer available to property
32	011-330-56	Infill	RL	R1-10,000	2.0-4.5	0.64	1.2	1	Vacant	Water and sewer available to property
33	011-480-20	Infill	RVL	R1-0.5	2	0.51	2.9	1	Vacant	Water and sewer available to property
34	011-480-21	Infill	RVL	R1-0.5	2	0.51	1.0	1	Vacant	Water and sewer available to property
35	011-470-04	Infill	RVL	R1-0.5	2	0.71	1.0	1	Vacant	Water and sewer available to property
36	011-470-31	Infill	RVL	R1-0.5	2	0.71	1.4	1	Vacant	Water and sewer available to property
37	011-500-21	Infill	RVL	R1-0.5	2	0.88	1.4	2	Vacant	Water and sewer available to property
38	011-490-09	Infill	RVL	R1-0.5	2	0.99	1.8	2	Vacant	Water and sewer available to property
39	011-480-16	Infill	RVL	R1-0.5	2	1.01	2.0	2	Vacant	Water and sewer available to property



Site number	APN	Project Type	GP Designation	Zoning	Allowable Density	Acres	General Plan Max. Units	Realistic capacity	Existing Use	Infrastructure Present/On-site Constraints
40	011-490-15	Infill	RVL	R1-0.5	2	1.08	2.0	2	Vacant	Water and sewer available to property
41	011-470-17	Infill	RVL	R1-0.5	2	1.13	2.2	2	Vacant	Water and sewer available to property
42	011-500-06	Infill	RVL	R1-0.5	2	1.15	2.3	2	Vacant	Water and sewer available to property
43	011-500-02	Infill	RVL	R1-0.5	2	1.15	2.3	2	Vacant	Water and sewer available to property
44	011-520-23	Infill	RL	R1-14,000	2.0-4.5	0.65	2.3	1	Vacant	Water and sewer available to property
45	011-530-01	Infill	RL	R1-14,000	2.0-4.5	1.17	2.9	2	Vacant	Water and sewer available to property
46	011-430-32	Subdivision	RL	R1-14,000	2.0-4.5	1.33	5.3	3	Vacant	Water and sewer available to property
47	013-100-23	Infill	RRH	RMH-1.0	1	0.67	6.0	1	Vacant	Water and sewer available to property
48	026-044-01	Subdivision	RM	RMH-7,200	4.6-7.5	1.25	0.7	6	Vacant	Water and sewer available to property
49	026-430-01	Infill	RRM	RR-2.5	0.4	2.50	9.4	1	Vacant	Water and sewer available to property
50	026-430-06	Infill	RRM	RR-2.5	0.4	2.50	6.3	1	Vacant	Septic and well required
51	026-430-10	Infill	RRM	RR-2.5	0.4	2.50	6.3	1	Vacant	Septic and well required
52	026-430-03	Infill	RRM	RR-2.5	0.4	2.50	6.3	1	Vacant	Septic and well required
53	026-430-04	Infill	RRM	RR-2.5	0.4	2.50	6.3	1	Vacant	Septic and well required



Site number	APN	Project Type	GP Designation	Zoning	Allowable Density	Acres	General Plan Max. Units	Realistic capacity	Existing Use	Infrastructure Present/On-site Constraints
54	026-430-07	Infill	RRM	RR-2.5	0.4	2.50	6.3	1	Vacant	Septic and well required
55	026-430-02	Infill	RRM	RR-2.5	0.4	2.50	6.3	1	Vacant	Septic and well required
56	026-430-05	Infill	RRM	RR-2.5	0.4	2.50	6.3	1	Vacant	Septic and well required
57	026-430-08	Infill	RRM	RR-2.5	0.4	2.50	6.3	1	Vacant	Septic and well required
58	026-430-09	Infill	RRM	RR-2.5	0.4	2.50	6.3	1	Vacant	Septic and well required
59	002-036-10	Subdivision	RMH	RMH-5,800	0.4	0.15	6.3	2	Vacant	Septic and well required





Table 30 provides a summary of the County's RHNA needs and the units provided to meet the remaining allocations in the land inventory from Table 29 above. Table 30 shows that based on the reasonable estimates of realistic capacity that were developed by the County, there is a slight surplus of sites to fulfill the RHNA.

**Table 37 - RHNA and Vacant Land Summary**

<u>Income Level</u>	<u>2021 RHNA Allocation</u>	<u>Unit Provided by Land Inventory</u>	<u>Shortfall/Surplus</u>
<u>Extremely Low</u>	<u>23</u>	<u>23</u>	<u>0</u>
<u>Very Low</u>	<u>23</u>	<u>23</u>	<u>0</u>
<u>Low</u>	<u>40</u>	<u>85</u>	<u>+45</u>
<u>Moderate</u>	<u>39</u>	<u>110</u>	<u>+71</u>
<u>Above Moderate</u>	<u>80</u>	<u>80</u>	<u>0</u>
<b><u>Total</u></b>	<b><u>205</u></b>	<b><u>321</u></b>	<b><u>+116</u></b>

## OTHER HOUSING RESOURCES

### Tribal Housing Departments

Local Native American tribes provide housing services, including programs for construction and rehabilitation of residences, relocation assistance, and emergency housing. Although units produced pursuant to these programs on tribal lands cannot be counted toward the RHNA, the programs provide important resources for housing production and support for affordable and emergency housing in Inyo County.

## ANALYSIS OF GOVERNMENTAL CONSTRAINTS

Housing affordability is affected by factors in both the private and public sectors. Actions by the County can have an impact on the price and availability of housing in Inyo County. Land use controls, site improvement requirements, building codes, fees, and other local programs intended to improve the overall quality of housing may serve as a constraint to housing development.

### Land Use Controls

Land use and zoning regulations are designed to protect and promote the health, safety, and general welfare of residents as well as implement the policies of the General Plan. The Zoning Ordinance also serves to preserve the character and integrity of existing neighborhoods.



The Land Use Element of the Inyo County General Plan and corresponding zoning provide for a full range of residential types and densities dispersed throughout the county. Residential densities in Inyo County provide for a wide range of development from Residential High (RH), which has a minimum density requirement of 15.1-dwelling units per acre and a maximum of 24-dwelling units per acre and its corresponding zoning districts for multiple residential, to larger lot 5-acre minimum rural residential designations. The Zoning Ordinance contains six residential districts that correspond to the residential densities established in the General Plan. Further description of each zone can be found in Table 31 below.

**Table 38 - Land Use Designations**

Land Use Designation	Description
Rural Residential (RR)	Intended to protect established neighborhoods of one-family dwellings and to provide space in suitable locations for additional development of this kind, with appropriate community facilities.
Starlite Estates Zone (RR-0.5)	Provides suitable areas and appropriate environment for low density, single-family rural residential uses, where certain agricultural activities can be successfully maintained in conjunction with residential uses. The RR (rural residential) 0.5 acre-Starlite Estates zone is intended to be applied to the area known as Starlite Estates and adjoining private lands which may be without fully developed services.
One Family Residence (R-1)	Intended to protect established neighborhoods of one-family dwellings and to provide space in suitable locations for additional development of this kind, with appropriate community facilities.
Multiple Residential (R-2)	Intended to protect established neighborhoods of such dwellings and to provide space suitable in appropriate locations for additional housing developments of duplexes.
Multiple Residential (R-3)	Provides a zone classification for those areas designated for multiple residential development beyond that permitted by the R-2 zoning district. It is intended to provide locations for multiple-housing developments such as apartments, townhouses, condominiums and mobile home parks.

Source: Inyo County Code, 2009

Tables 32 and 33 below show the development standards for each residential land use and zoning designation. Residential densities range from less than 1 dwelling unit per acre in the Residential Ranch, Residential Estate, and Rural Residential designations to between 15.1 and 24 units per acre in the Residential High designation. The maximum height limit for residential units in the R-2 and R-3 zones under the Residential Medium High and Residential High designations allows up to 3 stories or 40 feet, which is appropriate for population centers where higher density development is encouraged in a rural area such as Inyo County. Parking standards for single-family require two off-street parking spaces per unit. The requirements are appropriate for a rural county and are



considered vital to preserving the county’s character. Therefore, considering the variety of land use and zoning designations provided by the County’s General Plan and Zoning Ordinance, the development standards displayed in the following two tables do not constrain housing development.



Table 39 - General Plan Land Use Designations for Residential and Commercial Uses

General Plan					Zoning		
Land Use Designation	Label	Residential Density (du/acre)	Non-residential Intensity (FAR)	Minimum Parcel Size (Acre)	District	Label	Minimum Lot Size
<b>Residential</b>							
Residential High	RH	15.1–24.0	N/A	N/A	Multiple Residential	R-3	10,000 sq. ft.
Residential Medium-High	RMH	7.6–15	N/A	N/A	Multiple Residential	R-2	6,500 sq. ft.
					Multiple Residential	R-3	10,000 sq. ft.
					Single Residential or Mobilehome Combined	RMH	Varies (5,800 sq. ft. typical)
Residential Medium	RM	4.6–7.5	N/A	N/A	One Family	R-1	1 acre
					Single Residential or Mobilehome Combined	RMH	Varies (5,800 sq. ft. typical)
					Misc.	Misc.	Misc.
Residential Low	RL	2.0–4.5	N/A	N/A	One Family	R-1	1 acre
					Single Residential or Mobilehome Combined	RMH	Varies
					Misc.	Misc.	Misc.
Residential Very Low	RVL	2.0	N/A	0.5	One Family	R-1	None
					Single Residential or Mobilehome Combined	RMH	Varies
					Starlite Estates	RR-0.5 Starlite	0.5 acre



General Plan					Zoning		
Land Use Designation	Label	Residential Density (du/acre)	Non-residential Intensity (FAR)	Minimum Parcel Size (Acre)	District	Label	Minimum Lot Size
Residential Rural High	RRH	1.0	N/A	1.0	Rural Residential	RR	1 acre
					One Family	R-1	1 acre
					Single Residential or Mobilehome Combined	RMH	Varies
					Misc.	Misc.	Misc.
Rural Residential Medium	RRM	0.4	N/A	2.5	Rural Residential	RR	1 acre
Residential Estate	RE	0.2	N/A	5	Rural Residential	RR	1 acre
Residential Ranch	RR	0.1	N/A	10	Rural Residential	RR	1 acre
<b>Commercial</b>							
Central Business District	CBD	7.6–24.0	1.00	N/A	Central Business	CB	10,000 sq. ft.
Retail Commercial	RC	7.6–24.0	0.40	N/A	General Commercial and Retail	C-1	10,000 sq. ft.
					Highway Services and Tourist Commercial	C-2	10,000 sq. ft.
					Misc.	Misc.	Misc.
Heavy Commercial/Commercial Service	HC	7.6–24.0	0.40	N/A	Heavy Commercial	C-4	10,000 sq ft.
Resort/Recreational	REC	0.4–24.0	0.40	2.5	Open Space	OS	40 acres
					Commercial Recreation	C-5	5.0 acres
					Misc.	Misc.	Misc.
					Misc.	Misc.	Misc.
					Misc.	Misc.	Misc.

Source: Inyo County Zoning Ordinance and General Plan.



**Table 40 - Additional Residential Zoning District Development Standards**

Development Standard	RR	RR-0.5	R-1	R-2	R-3	RMH
Minimum Lot Width	125 ft	100 ft	50 ft	50 ft	75 ft	50 ft
Front Yard Setback	50 ft	25 ft	25 ft	25 ft	15 ft <sup>3</sup>	25 ft
Interior Side Yard Setback <sup>2</sup>	20 ft	5 ft	5 ft	5 ft	5 ft <sup>1</sup>	5 ft
Street Side Yard Setback <sup>2</sup>	20 ft	5 ft	5 ft	5 ft	5 ft <sup>1</sup>	5 ft
Rear Yard Setback <sup>2</sup>	30 ft	25 ft	20 ft	20 ft	15 ft	20 ft
Maximum Building Height of Primary Structures <sup>1</sup>	2.5 stories	2.5 stories	2.5 stories	3 stories (or 40 ft)	3 stories (or 40 ft)	2.5 stories
Parking	2 sp/du	2 sp/du	2 sp/du	2 sp/du	2 sp/du; 1 guest sp/4 du	2 sp/du

Source: Inyo County Code, 2009; Land Use Element of General Plan

<sup>1</sup> 5 feet for one-story. An additional 5 feet per story is required for multi-story projects.

<sup>2</sup> Accessory structures (other than second dwelling units) may encroach into required side and rear yards in the rear half of the property, provided that at least a 5-foot setback from the property line is maintained. In the R-3 zone, no rear yard setback is required. In the RMH1 zone, primary structure encroachments may be permitted into the rear yard under specified circumstances.

<sup>3</sup> Exceptions apply.

## HOUSING ELEMENT

### PROVISION FOR A VARIETY OF HOUSING TYPES

The Housing Element must identify adequate sites that are available for the development of housing types for all economic segments of the population. Part of this identification is evaluating the County’s Zoning Code and its provision for a variety of housing types. Housing types include single-family dwellings, duplexes, guest dwellings, mobile homes, group residential homes, multiple unit dwellings, convalescent homes, accessory structures, supportive housing, and single-room occupancy units. Table 34 below summarizes the housing types permitted, conditionally permitted, and prohibited under the County’s Zoning Code.

The Zoning Ordinance permits residential development in the county’s non-CB commercial districts as a conditional use. In the CB zone, multi-family uses are conditionally permitted and mixed-use is permitted by right. ADUs and JADUs are allowed in all of the residential and mixed use zones. Single family homes are allowed in the industrial zones as an accessory use if occupied by the owner, lessee, caretaker, or watchman of the business and agriculture worker housing is allow in the Open Space zone. Mobile home parks are permitted in the commercial, C-5 zone. The County has approved an ordinance to conditionally permit multiple dwellings and mixed uses in the remaining non-CB commercial zones.

**Table 41 - Housing Types Permitted by Zoning District**

Housing Types	RR	RR-0.5	R1/RMH	R-2	R-3	C-1	C-2	C-3	C-4	C-5	CB	OS
Single-Family Detached	P	P	P	P	P	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	C <sup>1</sup>	P
Accessory Dwelling Units/Junior Accessory Dwelling Units	P	P	P	P	P	P	P	P	P	P	P	P
Single-Family Attached	P	P	P	P	P	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>3</sup>	C <sup>1</sup>	NP
Duplexes	NP	NP	NP	P	P	C	C	C	C	C	C	NP
3 & 4-plexes	NP	NP	NP	NP	P	C	C	C	C	C	C	NP
Multi-family (< 15 units)	NP	NP	NP	NP	P	C	C	C	C	C	C	NP
Multi-family (>15 units)	NP	NP	NP	NP	C	C	C	C	C	C	C	NP
Mobile Homes/Manufactured Homes	P	P	P	P	P	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>3</sup>	C <sup>1</sup>	P
Farm Worker Housing	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P
Emergency Housing/	NP	NP	NP	NP	NP	A <sup>5</sup>	A <sup>5</sup>	A <sup>5</sup>	A <sup>5</sup>	A <sup>5</sup>	A <sup>5</sup>	NP

**HOUSING ELEMENT**

Housing Types	RR	RR-0.5	R1/RMH	R-2	R-3	C-1	C-2	C-3	C-4	C-5	CB	OS
Shelters												
Single-Room Occupancy (SRO)	NP	NP	NP	NP	NP	P	P	P	NP	NP	P	NP
Transitional/ Supportive Housing/ Group Homes	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	NP
Boardinghouse	NP	NP	NP	C	NP	NP	NP	NP	NP	NP	NP	NP
Mobilehome Park	NP	NP	NP	C	C	NP	NP	NP	NP	C	NP	NP
Residential Care Facility	C	NP	NP	NP	P	NP	NP	NP	NP	NP	NP	NP

Source: Inyo County Zoning Code, 2021

P = Permitted Use

C = Conditional Use

A = Accessory Use

NP = Not permitted

P\* = Transitional housing, supportive housing and group homes are permitted in the same manner as other residential dwellings of the same type in the same zone (Government Code Section 65583(a)(5)).

<sup>1</sup> Conditionally allowed when: A detached residential dwelling unit, if it is for occupancy by the owner or lessee of the business premises on the same parcel, or by a caretaker or watchman.

<sup>2</sup> A dwelling unit within a business building may be qualified as an accessory use if it is for occupancy by the owner or lessee of business premises therein, or by a caretaker or watchman, provided that a minimum fifty percent of the usable floor area is being utilized for the principal permitted use.

<sup>3</sup> As an accessory use: dwellings of persons regularly employed on the premises for commercial recreational activities. Mobile homes may be used for this purpose.

<sup>4</sup> Allow outright if proposal meets the requirements provided for in CA Government Code 65662

<sup>5</sup> Parking requirements can only include for staff working at the facility

**Density Bonus Overlay Zoning District**

The State enacted density bonus law to allow developers to build residential projects at greater densities than a jurisdiction’s General Plan allows if such projects include very low, low and moderate-income housing units. Inyo County’s Density Bonus Overlay Zone District (Inyo County Code Chapter 18.65) was adopted in 2004 and amended in 2007. It follows the provisions of CA Government Code 65915 Density Bonuses and other Incentives, and includes language that *‘the maximum building density for any affordable housing development or senior citizen development shall be as follows or as required by statute . . .’* ‘Or, as required by statute’ causes the County’s Density Bonus Zoning 18.65 to continue to be in compliance as any updates to the building densities made by the state automatically update the code. The County will, however, update its Density Bonus code section to consistently reflect current State law as the table included does not.



### **Central Business Zoning District**

The County's General Plan, which was adopted in 2001, included provisions to allow for mixed and residential uses in commercially designated areas. Subsequently, the County implemented the General Plan's direction to permit such uses in the Central Business (CB) District land use designation. This action instituted a new CB zoning district in the hearts of Big Pine, Independence, Lone Pine, and Keeler that conditionally permits multiple dwellings and permits mixed uses by right. The ordinance creating the new CB zoning district regulations and amending the County's zoning maps accordingly was adopted in early 2007, and it is current. The County is also including a program to evaluate allowing multi-family dwellings in the CB zone by right (Program 3.2.3).

### **Multiple Dwellings and Mixed Uses in all Commercial Zoning Districts**

The County's General Plan and Zoning Code include provisions to allow for mixed and residential uses in all of the County's commercially designated areas as conditional uses, except for the CB zone where mixed use is allow outright. The County is also including a program to evaluate allowing for by right mixed use in additional commercial zones (Program 3.2.3).

### **Constraints to Housing for Persons with Disabilities (Community Care Facilities Act SB 520)**

Inyo County recently updated its Zoning Code with a process for individuals with disabilities to make requests for reasonable accommodation with respect to zoning, permit processing, or building laws. The Planning Director may administratively approve requests for modification to certain standards with regard to reasonable accommodation (Program 6.3.1). The County Building and Safety Division is also responsible for ensuring that all building permit applications for new construction meet the requirements of the Americans with Disabilities Act (ADA) and the California Disabled Accessibility Guidebook (CalDAG). Additionally, any permits for renovation or structure modification require that the structure be brought into conformance with ADA and CalDAG.

### **Senate Bill 812 (Persons with Disabilities)**

In January 2011, California housing element was amended by SB 812. This law requires an analysis of the special housing needs of persons with disabilities, including an estimate of the number of persons with developmental disabilities, an assessment of their housing needs, and discussion of potential resources. SB 812 defines a "developmental disability" as a continuing disability that originates before an individual becomes 18 years old, and includes Mental Retardation, Cerebral Palsy, Epilepsy, and Autism. These estimates can be found in the Person's with Disabilities section.

### **Zoning and Land Use**

In effort to remove any zoning or land use regulations that may inhibit the development of housing and facilities for disabled persons the County updated its Zoning Code with language addressing reasonable accommodation. Also, the 2004 update of the Zoning Code reviewed and modified the

County's policies to ensure compliance with fair housing law, including occupancy standards. These are still relevant in this 2021 update.

The Zoning Code does not provide residential parking standards for persons with disabilities that differ from the County's regulated parking standards. However, exceptions to the parking requirements may be granted in conjunction with any discretionary development permit, including a reduction in parking requirements for special needs housing.

Inyo County has made efforts to remove constraints on housing for persons with disabilities by providing flexibility as to the location of group homes, adult day care homes, and residential care homes and facilities. Residential care facilities for more than 6 persons must be permitted without discretionary review in all residential zones. The County will update its zoning code to correctly state this (Program 6.2.1).

### **Permits and Processing for Reasonable Accommodation**

The County strives to remove any permitting and processing barriers for persons with disabilities by ensuring that requests to retrofit homes for accessibility comply with ADA and CalDAG, and meet all of the development and building standards in Title 24. These would be reviewed on a case by case basis by Building and Safety staff in conjunction with planning staff. The Planning Director will approve the exceptions to the zoning (Program 6.3.1).

### **Building Codes**

The County uses and enforces the Uniform Building Code (UCB) as its local building code as mandated by the State Attorney General. These codes are considered to be the minimum necessary to protect public health, safety, and welfare. Enforcement of the UBC is delegated to the County's Building and Safety Department and is carried out at the plan review stage and at the time of building/site inspection as well as thorough code enforcement. All work for which a building permit is issued must be inspected at the time of completion and/or at specified stages of construction. Inyo County does not have cases where the cost or length of time to obtain a building permit have hampered or ended a development project. Typically, the time from a call for a request for an inspection to the time the building inspector shows up is less than a week. Inspections to the remote areas of the County tend to take longer than those located in the Owens Valley.

Any request by a developer to build units under the minimum set by the General Plan and implemented by the zoning code, would require a Variance approval from the Planning Commission. A request to lower the unit requirement in a multi-family zone or commercial zone that does not have a verifiable reason based on a parcel's inability to accommodate the units would not be recommend by staff and would not likely be approved by the Planning Commission.

The County does not have code that conflicts with the UCB or that might diminish the ability to accommodate persons with disabilities and as discussed above the County is open to amendments to its codes as long as the health and safety of persons who may be effected are not effected by them.

The county had approximately 1,708 residents living with a disability according to the 2020 HCD Data Package American Community Survey and roughly 128 with Developmental Disabilities, also per the HCD data. To better accommodate the needs of this population and provide for persons with disabilities seeking fair access to housing in the application of its zoning and building regulations, the County has incorporated a reasonable accommodations ordinance into the Zoning Code per Program 6.3.1. This ordinance will provide a means of requesting exceptions to the zoning and building regulations that may be a barrier to fair housing opportunities. These requests will be reviewed on a case by case basis and will be approved based on a criterion that the building inspectors' finding that the proposed changes will not affect the building's ability to meet building and safety code. Additionally, the County has amended the Zoning Code to allow residential care facilities for 6 or fewer persons in all residential zones as permitted uses as well as Single Room Occupancy opportunities are allowed in all of the County's commercial zones.

### **State Requirements Regarding Fire Hazards**

Senate Bill 1241 Section 66474.02 was added to the Government Code on September 13, 2012. 66474.02. It requires that before approving a tentative or a parcel map for which a tentative map was not required, the legislative body of a County make three findings regarding areas located in either a state responsibility area or a very high fire hazard severity zone, these findings include:

- (1) A finding supported by substantial evidence in the record that the design and location of each lot in the subdivision, and the subdivision as a whole, are consistent with any applicable regulations adopted by the State Board of Forestry and Fire Protection pursuant to Sections 4290 and 4291 of the Public Resources Code.
- (2) A finding supported by substantial evidence in the record that structural fire protection and suppression services will be available for the subdivision through any of the following entities:
  - (A) A county, city, special district, political subdivision of the state, or another entity organized solely to provide fire protection services that is monitored and funded by a county or other public entity.
  - (B) The Department of Forestry and Fire Protection by contract entered into pursuant to Section 4133, 4142, or 4144 of the Public Resources Code.
- (3) A finding that to the extent practicable, ingress and egress for the subdivision meets the regulations regarding road standards for fire equipment access adopted pursuant to Section 4290 of the Public Resources Code and any applicable local ordinance.
  - (b) This section shall not supersede regulations established by the State Board of Forestry and Fire Protection or local ordinances that provide equivalent or more stringent minimum requirements than those contained within this section.

These new requirements have already affected the County's ability to subdivide land, as the findings have proven impossible to meet due to the County's very rural nature and the fact that Cal Fire will not enter into agreements to provide service to residential areas. Fire Districts in the County are all volunteer organizations. This makes providing additional facilities and firefighters extremely difficult. Currently, no subdivision applications affected by SB-1241 include those that have been identified in this updated Housing Element for meeting the County RHNA, the County anticipates, however, that the fire findings will continue to be an issue until there are changes or clarifications in SB-1241.

### **Second Residential Units/Accessory Dwelling Units**

To ensure compliance with new State ADU laws and to mitigate the constraints to the development of ADUs, the County amended the Zoning code to allow for ADUs as permitted uses, in all Residential and Mixed Use zones, and allows all ADU applications to be ministerially reviewed for conformance with the minimum allowable standards. The County is also participating in a loan program for housing rehabilitation and ADU and JADU development and it has been included as a program (Program 3.1.2).

### **Emergency Shelters, Transitional and Supportive Housing**

The County's zoning code allows transitional housing as a permitted use in all residential zones and emergency shelters as a permitted use in the Commercial Zone – Highway Services and Tourist Commercial (C2). This complies with Senate Bill 2 (SB 2) that was signed into law effective January 1, 2008. The C2 zoning encompasses approximately about 490-acres over 166-parcels. Currently, there are 8-vacant parcels of land with the C2 Zoning designation. They range in size from about 100,000-sq-ft to 8,000-sq-ft. Any of these could be used as a whole parcel or the parcel could be partially used for emergency shelters. They also range in location and are found in Pearsonville, Olancho, Cartago, and there are several in the City of Bishop. This indicates there is potential for emergency shelters to be built on each end of the County and in the most populated area – Bishop. To satisfy the requirement that emergency shelters must be regulated the same as other residential uses of the same type in the same zone the County will review and update its code where necessary (Program 5.1.1).

Additionally, transitional and supportive housing types must be considered residential uses and be subject only to the restrictions that apply to other residential uses of the same type in the same zone. Both “transitional” and “supportive” housing must be explicitly defined as they are in the California Health and Safety Code Sections 50675.2 and 50675.14, respectively. Transitional housing may take many forms, including group housing or multi-family units, and may provide supportive services for its recipients but with a limited stay of up to 6-months. Supportive housing is more permanent in nature, is linked to either on-site or off-site services, and is occupied by a target population as defined by Health and Safety Code 53260 such as persons with AIDS, low-income persons with mental disabilities, person recovering from substance abuse, or persons with chronic illnesses.

To comply with current State regulations, the County will expand its definition of transitional housing and will add a separate definition for supportive housing types to ensure clarity in the zoning code. Transitional and supportive housing will also be listed as permitted accessory uses in each residential zone. To satisfy the requirement that these use types must be regulated the same as other residential uses of the same type in the same zone the County will review and update its code where necessary (Program 5.1.1).

AB 2162 requires that supportive housing meeting specific criteria be permitted by right where multi-family housing is permitted including in mixed use and nonresidential zones. And if such housing is located within half mile from transit, no minimum parking can be required. The County will update the zoning code to ensure compliance with AB 2162 (Program 5.1.1).

### Extremely Low-Income Households

Assembly Bill 2634 (AB 2634) (Lieber, 2006) requires the quantification and analysis of existing and projected housing needs of extremely low-income households. The County's existing need is documented in Table 37 and its projected need is 23-units, which is half of its official very low-income allocation as discussed in the RHNA section. Housing Element updates must also identify zoning to encourage and facilitate housing for extremely low-income households. These housing types tend to be supportive housing and single-room occupancy units (SROs). As noted in the discussion of transitional and supportive housing above, Program 3.1.4 addresses the County's need to facilitate supportive housing types.

In an effort to facilitate the development of housing for extremely low-income households and comply with AB 2634, the County has explicitly listed single-room occupancy unit as a use type in the Zoning Code. SROs are typically meant for occupancy by one person as they are small (200–250 square feet) and may include food preparation or sanitary facilities, or both. The update includes SROs as an outright permitted use in the C1, C2, C3 and CBD Zones (Program 3.1.4).

### Zoning and Fees Transparency

Inyo County charges various fees and assessments to cover the cost of processing permits and providing certain services and utilities. Table 35 summarizes the County's fee requirements for residential development. These fees are considerably lower than fees charged in most jurisdictions throughout the state. Fees do not impose an unreasonable burden upon applicants, as Inyo County has one of the lowest fee structures in the state.

A typical building permit is a ministerial action in Inyo County. After a building permit is submitted, it is reviewed by Planning Department staff for zoning consistency (also see Table 36). Typically, there are no zoning issues that cause a land use entitlement to be required (for those that might occur, see Tables 36 and 42). For this typical review, the Planning Department charges \$50. Building and safety also charges for building permit applications. According to the Building and Safety Department a typical building permit for an average single family home is about \$7,000. This is basically double (\$14,000) for a typical multi-family home permit. Applicants can find all of the information they need to complete an application for a building permit on the County's website. The fee structure for land use entitlements and 'how to' handouts are also available.

Anyone can also access the County's Geographic Information Systems portal to look up individual parcels to find zoning and General Plan designations as well as parcel size. The County Planning Department webpage provide access to the General Plan and its landuse designations. The zoning code can be found on the County's main page, as well as, through a link on the Planning Department webpage. It contains all of the development standards necessary to prepare a development proposal. In addition to this, planning and building and safety staffs are always available to answer questions via phone call or email.

**Table 42 - Inyo County Typical Fees for a Typical Residential Development**

<b>TYPICAL FEES FOR TYPICAL RESIDENTIAL DEVELOPMENT</b>		
<b>FEE CATEGORY</b>	<b>FEE AMOUNT</b>	
<b>PLANNING AND APPLICATION</b>	<b>Single-Family</b>	<b>Multifamily</b>
Plan Check	\$50	\$50
Conditional Use Permit – A conditional use permit is required by the County for Multi-family structures over 15-units (R-3 zone)	Not Typical \$1,500	\$1,490
Variance – Variances may be required if the proposed project does not meet the development standards of the district in which it is proposed.	Not Typical \$1,500	Not Typical \$1,500
General Plan Amendment – A General Plan Amendment would be required if someone wished to change the designation or allowed residential density of a parcel.	Not Typical \$1,525	Not Typical \$1,525
Zone Reclassification – A Zone Reclassification would be required if someone wished to change the designation or allowed residential density of a parcel.	Not Typical \$1,450	Not Typical \$1,450
<b>SUBDIVISION</b>		
Certificate of Compliance	\$1,000	\$1,000
Parcel Merger	\$600	\$600
Parcel Map	\$1,800	\$1,800
Tract Map	\$2,325	\$2,325
<b>ENVIRONMENTAL</b>		
Initial Study	\$500	\$500
Negative Declaration	\$600	\$600
Environmental Impact Report	Cost deemed by estimate	Cost deemed by estimate
<b>IMPACT</b>		
List typical fees, e.g., Police, fire, water and sewer, etc.	N/A	N/A

**On/Off-site Improvement Standards and Impact fees**

The County does not currently charge the type of impact fees common in many municipalities. Instead, it requires each land developer to mitigate only the problems that their subdivision or project creates. For example, if a subdivision is located in an area where drainage may be an issue, the developer is required to mitigate the problem so that it will not adversely affect surrounding properties. For roads, the County’s requirements are based on Caltrans requirements which specify only those on- and off-site improvements necessary to maintain an efficient and safe road system.

The exclusion of costly impact fees effectively reduces the cost of developing housing in Inyo County. More specifically, the County subdivision ordinance requires 60-foot street widths for local and collector streets, with curbs, gutters and sidewalks (40 feet with a waiver). However, “rolled curbs” are permitted, and the Planning Commission often waives requirements for sidewalks where circumstances warrant, such as in lower density developments. The County also provides flexibility in these requirements for affordable housing projects. Circulation improvements in mobile home parks are governed by Title 25, which allows for gravel roads and reduced street widths, resulting in lower development costs.

In addition to County fees charged at the time building permits are issued, fees for sewer and water connections and school impact fees are collected by each individual district. These fees vary widely by district according to the services they provide, individual financial and project objectives, and the special circumstances of each district. The fees these districts charge are not under the control of the County.

**Table 43 - Process, Procedures and Timeframes**

	<b>Process/Procedure</b>	<b>Time/Approximately</b>
Single Family Dwellings	A Plan check review is conducted for zoning and general plan compliance, including: density, height, setbacks, use, parking and environmental factors.	<u>One week</u>
Multi Family Dwellings	A Plan check review is conducted for zoning and general plan compliance, including: density, height, setbacks, use, parking and environmental factors.	<u>One week</u>
Ministerial Building Permit	For new homes, building permits typically can be reviewed and approved in two to three weeks. The permit is reviewed by both the Building and Planning Departments before final approval.	<u>2-3-weeks</u>
Tentative Tract Map	Reviewed by Subdivision Committee and other required agencies; CEQA evaluation is conducted; Planning staff presents to Planning Commission; if approved Final Map must be approved by Board of Supervisors	<u>45-90-days Negative Declaration 120 and up for Environmental Impact Report The applicant then has 2-years</u>

**HOUSING ELEMENT**

		<u>to complete and submit the Final Map.</u>
Tentative Parcel Map	Reviewed by Subdivision Committee and other required agencies; CEQA evaluation is conducted; Planning staff presents to Planning Commission; if approved Final Map must be approved by Board of Supervisors	<u>45-90-days Negative Declaration</u> <u>120 and up for Environmental Impact Report</u> <u>The applicant then has 2-years to complete and submit the Final Map.</u>
Conditional Use Permit and Variance	Reviewed by County departments, planning staff and other required agencies; CEQA evaluation is conducted; Planning staff presents to Planning Commission.	<u>45-60-days with a Negative Declaration, 90-120 and up for Environmental Impact Report.</u>
Enforcement	<u>Inyo County enforces the California State Building Codes (UBC). These codes are considered to be the minimum necessary to protect public health, safety, and welfare. Enforcement of the UBC is delegated to the County's Building and Safety Department and is carried out at the plan review stage and at the time of building/site inspection. All work for which a building permit is issued must be inspected at the time of completion or at specified stages of construction.</u>  Inyo County primarily enforces housing code violations through inspections performed on a complaint basis. Where code citations are issued, property owners are given a reasonable time frame in which to correct deficiencies.	<u>30-days and up</u>

**ANALYSIS OF NON-GOVERNMENTAL CONSTRAINTS**

Fees, site improvement costs, processing and permit procedures, building codes, land use controls, availability of public services, and environmental considerations are necessary considerations but do not impose significant constraints to development in Inyo County in comparison to non-governmental factors such as limited private land resources and high housing costs in relation to incomes. These variables are national in scope and widely recognized. The discussion below focuses on these non-governmental and market constraints to housing development.

**Land Costs**

While land costs in Inyo County are well below highly urbanized areas, the scarcity of privately owned vacant land has resulted in inflated land values (especially in northern Inyo County near Bishop). The most significant constraint to provision of additional housing opportunities in Inyo County is the lack



of privately owned vacant land. Currently land costs in the County, based on Zillow listings, range from around \$11,000 for a third of an acre in Olancho to \$225,000 for just over a third of an acre in the Bishop area. These land costs are lower than the State average, but can still constrain development. According to the Federal Housing Finance Agency, the average land value in California in 2019 was \$512,500 for a quarter-acre lot.

### **Construction Costs**

Construction costs include materials, labor, construction financing, and builder profit. These costs will vary depending on structural requirements and by the quality of the construction (such as roofing materials, carpeting, cabinets, bathroom fixtures, and other amenities). Because of these factors, it is hard to establish an absolute measure of construction cost.

The International Code Council provides estimates of construction costs. The average cost to construct a one-two residential unit home (2020) is \$124-\$157 per square foot. Multi-family buildings average \$114-\$169 per square foot. Based on previous evaluations, the material costs represents about 57-percent, labor costs approximately 42-percent, and equipment 1-percent of the total cost estimate. This would make a modest 1,200-square-foot house cost about \$148,800 to build.

Custom homes and units with extra structural requirements or amenities can run much higher. Lower costs can be achieved by reducing amenities and using less costly building materials, decreasing construction financing costs, and use of alternative construction methods such as manufactured housing or mobile homes. Additional savings can be realized through use of mass production methods. This can be of particular benefit when density bonuses are used for the provision of affordable housing.

Though the County does not have much control over market conditions, lower housing costs can be achieved by encouraging (a) reduction in amenities and quality of building materials (above a minimum acceptability for health, safety, and adequate performance); (b) availability of skilled construction crews who will work for reasonable wages; and (c) use of manufactured housing (including both mobile home and modular housing).

An additional factor related to construction costs is the number of units built at the same time. When the number of units developed is increased, construction costs over the entire development are generally reduced based on economies of scale. This reduction in costs is of particular benefit when density bonuses are used for the provision of affordable housing.

### **Infrastructure Constraints**

Another factor adding to the cost of new construction is the cost of providing adequate infrastructure including major and local streets, curbs, gutters, sidewalks, water and sewer lines, and street lighting. In many cases, these improvements are dedicated to the County which is then responsible for their maintenance. The cost of these facilities is borne by developers and added to the cost of new housing units. These expenses are eventually passed on to the homebuyer or property owner.

### Availability of Financing

Interest rates are determined by national policies and economic conditions, and there is little that local governments can do to affect these rates. Although Inyo County cannot affect interest rates charged by lending institutions, they can assist developers of low cost housing in finding more favorable financing, such as financing through the Community Reinvestment Act. According to lending institutions in the county, currently, most homebuyers will secure a mortgage with an interest rate between 2.5 and 4 percent, depending on the financial position of the mortgage applicants.

### Environmental Constraints

Some land in Inyo County is unavailable for development because of environmental features. These features either pose a hazard to those who may choose to build in the area or diminish valuable resources. As a result, County regulations limit development in these areas because of the danger involved. Environmental constraints to development include the following:

- Geologic Hazards – Earth quake zones, landslide and avalanche areas and other geologic hazards may pose a threat to property and lives. County policy discourages development in these areas to ensure the public’s safety, although it does not prohibit it.
- Soils with Low Permeability Rates – Many parts of the county are not served with public sewer systems and therefore must rely on septic systems. In some parts of the county, non-engineered septic systems cannot be used because the soils have low permeability rates which prevent effective operation of septic tank systems.
- Excessive Slope – In areas of 30-percent slope, improvements for accessibility, site preparation, and sewage disposal are very difficult.
- Listed Species – In some areas of the county, private land is situated within endangered or threatened species habitats. Development within these areas requires mitigation measures that may be costly to implement.

### Energy Conservation

Inyo County has adopted and implemented Title 24 of the California Code of Regulations through its Building and Safety Department. This allows the County to apply the most up-to-date energy conservation standards to all new residential buildings (and additions to residential buildings) except hotels, motels, and buildings with four or more habitable stories. The regulations specify energy-saving design for walls, ceilings, and floor installations, as well as heating and cooling equipment and systems, gas cooling devices, conservation standards, and the use of non-depleting energy sources, such as solar energy or wind power.

Opportunities for additional energy conservation practices include the implementation of “mitigation measures” contained in environmental documents prepared on residential projects in Inyo County. The energy consumption impacts of housing developments may be quantified within the scope of these reports, prepared by or for the County. Mitigation measures to reduce energy consumption may

be proposed in the appropriate section of the reports. These mitigation measures, in turn, may be adopted as conditions of project approval.

Although the standards seem extensive and costly, builders and consumers realize that the benefits in energy savings over the long run outweigh the initial cost, especially in climates like that of Inyo County. Utilities now account for a substantial amount of the total monthly cost of maintaining a house. Building energy-efficient homes and encouraging weatherization programs will over time reduce residents' monthly housing expenses (Program 1.3.1).

Zoning Ordinance 18.79 governs the installation of small wind energy conversion systems in the unincorporated portion of the county. The ordinance is designed to allow residents to take advantage of generating power via wind while ensuring that the placement and installation of wind energy conversion systems does not have an adverse impact on public health and safety.

The county encourages small-scale renewable energy facilities in the Government Element and through the Renewable Energy General Plan Amendment. The County also provides for streamlined permitting for small-scale, such as roof-top and ground mount solar energy generation.

### **Energy Conservation Programs for Low-Income Households**

Southern California Edison (SCE) operates numerous programs that are available to assist low-income families with conserving energy and reducing expenditures for electricity. The High Bill Helper provides for rebates for new air conditioners, refrigerators, swamp coolers, and pool pumps. The Energy Star Lighting program provides compact fluorescent bulbs. Through its Energy Management Assistance program, SCE pays for purchase and installation of certain appliances for income-qualified applicants. SCE's CARE and FARE programs provide for utility bill reductions for income-qualified applicants as well. Additionally, local SCE staff will undertake on-site energy audits upon request to advise how to reduce energy consumption and associated costs.

LADWP has similar programs to help with rebates for inefficient appliances and assistance for low-income rate payers through its Lifeline program. LADWP staff will also provide energy audits upon request.

## **CHAPTER FOUR: PROGRESS IN MEETING 2014 HOUSING ELEMENT GOALS**

Appendix B includes a table of the effectiveness of the implementation measures from the 2014 Housing Element. The County did not include programs for special needs housing in the 2014 version. To remedy this exclusion Programs: 3.1.4, 5.1.1, 6.3.1 and 7.1 have been included in this 6<sup>th</sup> Cycle Housing Element Update.

The County's primary accomplishments regarding the Housing Element has been updating the zoning code to make Accessory Dwelling Units and Junior Accessory Dwelling Unit development, only subject to County design guidelines when they are not in conflict with State regulation; beginning a rehabilitation program for affordable housing and ADU/JADU development, and continuing to work

with the Los Angeles Department of Water and Power (DWP) to release land located in the county to increase the amount of buildable land. An increase in available vacant land in populated areas would, in turn, increase the capacity for residential development in the county, which would help facilitate development of housing for all income levels. Another major accomplishment was the reclassification of the Central Business (CB) zone in the County Code to allow for mixed and residential uses, thus increasing the residential development capacity throughout the county. In addition, amendments to the remaining commercial zones have been approved that will open up land in these zones to residential development, as well. These actions will provide additional capacity for residential units.

In many cases, the essence of existing programs has been continued but may have been combined with other programs or the language may have been modified to better reflect the County's role in the housing market and to focus on the tools it has at its disposal to facilitate the development of housing affordable to all income levels. The required review of the statues of reaching the Goals stated in the 2014 Housing Element Update includes:

### CHAPTER FIVE: HOUSING PROGRAM

This section of the Housing Element contains goals and policies the County has adopted and will continue to implement as practicable to address a number of important housing-related issues. Six major issue areas are addressed by the goals and policies of the Housing Element: (1) maintain the supply of sound, affordable housing through the conservation of existing sound housing stock; (2) provide adequate sites for housing; (3) ensure that a broad range of housing types are provided to meet the needs of both existing and future residents; (4) increase opportunities for homeownership; (5) remove constraints to the development of affordable housing; and (6) promote equal opportunity of housing choice for all residents. Each issue area and the supporting goals and policies are identified and discussed in the following section. Implementation measures identifying the time frame in which each policy will be implemented and the responsible entity follows the discussion of each program.

### GOALS AND POLICIES

#### **Maintenance and Preservation of Housing**

Existing housing conditions vary considerably throughout Inyo County. Although much of the housing stock may be sound, there are many dwelling units that are dilapidated or require substantial repairs. As the County's housing stock continues to age, ongoing maintenance is vital to prevent widespread deterioration. It is also important to focus on what is already built as the County has very little available, vacant, land. The Housing Element focuses on expanding rehabilitation efforts by pursuing available federal and state funds to upgrade and maintain the County's housing stock.

**Goal 1.0 - Maintain the existing housing stock and eliminate substandard housing conditions in Inyo County.**

#### **Policy 1.1 - Housing Rehabilitation Funding**

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In addition to its own investment, the County shall seek and manage additional federal and state funds for housing rehabilitation and weatherization assistance. The County will also continue to provide outreach programs to educate the public about available housing rehabilitation and weatherization assistance and fire safety issues.

**Program 1.1.1:** The County supports the provision of rehabilitation assistance to owner and renter-occupied households to facilitate unit upgrading. The County has initiated a rehabilitation program with the goal of encouraging owners of vacant houses to rehabilitate them and rent or sell them. This program also includes funding for ADUs/JADUs as well as the management of other rehabilitation funding such as No Place Like Home that focuses on low-income rentals and owner occupied dwellings.

**Funding:** Community Development Block Grant (CDBG) and Inyo County. The County shall encourage financing housing rehabilitation efforts and ADU/JADU development. To do this, the County shall consider and if appropriate complete grant applications for CDBG and possibly HOME funds at least twice during the planning period for extremely low, very low and low income units. Research available state funds on an annual basis as Notice of Funding Availability (NOFA) is released. The County has set a goal of the rehabilitation of 15-units between 2021-2029 (equals 3-units per year for 5-years).

**Responsible Party:** County Planning Department; Department of Health and Human Services.

**Time Frame:** CDBG, HOME applications, 2021-2029 as NOFAs are released and 15-units 2021-2029

### Policy 1.2 - Housing Rehabilitation Code Enforcement

The County shall advocate for the rehabilitation of substandard residential properties by homeowners and landlords.

**Program 1.2.1:** The County shall ensure sensitive residential code enforcement and provide information on available rehabilitation assistance to bring substandard residential structures and neighborhoods into compliance with County Codes and to be improved to meet current fire safe ordinances pertaining to access, water flow, signing, and vegetation clearing. Fire safety is also enforced by the County Building and Safety officials as a required element of their inspections of new buildings and is commonly an element of subdivision applications.

**Funding:** Community Development Block Grant (CDBG). The County shall encourage financing housing rehabilitation efforts and affordable housing construction. To do this, the County shall consider and if appropriate, complete grant applications for CDBG and possibly HOME funds. Research available state funds on an annual basis and pursue as appropriate (as Notice of Funding Availability (NOFA) is released).

**Responsible Party:** County Planning Department and Building and Safety Department

**Time Frame:** 2021-2029 as NOFAs are released

**Policy 1.3 - Energy Efficiency**

The County will focus efforts to promote energy efficiency by supporting programs such as weatherization and utility assistance programs that alleviate energy costs for households. The County shall maintain its webpage dedicated to energy efficiency education and programs.

**Program 1.3.1:** The County shall continue to support efforts to improve the energy efficiency of dwelling units by providing an informational webpage dedicated to energy efficiency and programs that support providing weatherization and utility bill assistance to low-income households; encouraging reduction of housing costs through energy conservation by providing households with light bulbs, reduced price energy-efficient appliances, energy audits, and other services.

**Funding:** CDBG, LIHEAP, Southern California Edison, and the Los Angeles Department of Water and Power.

**Responsible Party:** Planning and Building and Safety Departments, local housing service providers, Southern California Edison, Los Angeles Department of Water and Power (LADWP)

**Time Frame:** Ongoing

**Program 1.3.2:** The County shall rebuild its dedicated webpage to housing resources including for energy efficiency and loan programs.

**Funding:** Planning Department budget.

**Responsible Party:** Planning Department

**Time Frame:** Within 1-year of HCD Certification of the 6th Cycle Housing Element

**Goal 2.0 - Provide adequate sites for residential development.**

For the 2021 update the County reevaluated its site inventory. No sites identified in the 4<sup>th</sup> or 5<sup>th</sup> Cycle Update were re-used as most relied on land that cannot be subdivided and/or is not near necessary infrastructure, or services. None of sites identified in the 4<sup>th</sup> or 5<sup>th</sup> Cycle Update have been developed; therefore, none identified to meet the very low, low or moderate income RHNA have developed at inappropriate densities.

**Policy 2.1 – Adequate Sites 2021-2021, monitoring:** The County will monitor the sites identified for very low, low and moderate income units.

**Program 2.1.1 – If monitoring indicates that development has occurred on any of the parcels identified in the site inventory, the County shall ensure there is existing adequate capacity or identify additional sites to compensate for the loss.**

**Funding:** Planning Department Budget

## **HOUSING ELEMENT**

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**Responsible Party:** Planning Department

**Time Frame:** Within the 2021-2029 Housing Element timeframe

**Program 2.1.2:** The County shall maintain an up-to-date inventory of sites suitable for residential development and provide this information to residential developers and to the real estate community. This inventory will include DWP land release sites.

**Funding:** Planning Department Budget

**Responsible Party:** Planning Department

**Time Frame:** Within the 2021-2029 Housing Element timeframe

**Program 2.1.3:** The County shall complete the re-zoning of Sites 2 and 3 as identified in the sites inventory within 2-years of HCD Certification of the 6th Cycle Housing Element.

**Funding:** SB2 Grant Funding

**Responsible Party:** Planning Department

**Time Frame:** Within 2-years of HCD Certification of the 6th Cycle Housing Element

**Program 2.1.4:** The County shall complete an update to the Code to remove the requirement for multi-family housing over 15 units to require a conditional use permit 2-years of HCD Certification of the 6th Cycle Housing Element.

**Funding:** Planning Department budget

**Responsible Party:** Planning Department

**Time Frame:** Within 2-years of HCD Certification of the 6th Cycle Housing Element

**Program 2.1.5:** The County shall update its Code definition of employee housing to remove the description of “five or more unrelated persons or families” eliminating the number based restriction in the definition, and making it compliant with current State regulations, within 2-years of HCD Certification of the 6th Cycle Housing Element.

**Funding:** Planning Department budget

**Responsible Party:** Planning Department

**Time Frame:** Within 2-years of HCD Certification of the 6th Cycle Housing Element

## **Housing Opportunities**

Inyo County encourages the construction of new housing units to ensure that an adequate housing supply is available to meet the County's existing and future needs. Providing a balanced inventory of housing in terms of unit type (single-family, mobile home, multi-family, etc.), cost, and location will allow the County to fulfill a variety of housing needs.

**Goal 3.0 - Encourage the adequate provision of housing by location, type of unit, and price to meet the existing and future needs of Inyo County residents.**

### **Policy 3.1 - Variety of Housing**

The County shall continue to identify and evaluate the best approaches to providing a variety of residential development opportunities to meet the needs of all its citizens. This includes all housing types, such as: single-family homes, mobile homes, accessory dwelling units (ADU/JADU), apartments, to accommodate special needs and income levels.

**Program 3.1.1:** The County shall continue to work with DWP, BLM, the Forest Service and other federal, state, and local agencies to identify appropriate land for release, thus enabling the County to provide additional sites for housing development. Additionally, the County will continue to coordinate with various Tribal Councils to pursue collaborative housing projects.

**Funding:** Planning Department Budget

**Responsible Party:** County, local housing service providers, Tribal Councils, Bureau of Land Management (BLM), DWP, Forest Service

**Time Frame:** Within the 2021-2029 Housing Element timeframe

**Program 3.1.2:** The County shall continue to encourage ADU/JADU development. Since development opportunities are mostly available through infill, the County has consistently followed State law regarding ADUs, although it has had outdated ADU language in its zoning code. In March 2021 the zoning code was updated to accurately reflect State ADU regulations, by incorporating the State regulations by reference. Along with this work, ideas were brought forward related to additional allowances for ADU/JADUs (2 per parcel) in the County beyond the State's. The County will continue to explore ideas for allowing expanded ADU/JADU development.

**Funding:** Planning Department Budget

**Responsible Party:** Planning Department

**Time Frame:** Within the 2021-2029 Housing Element timeframe

**Program 3.1.3:** Tiny Homes are currently not defined in the County code. They are allowed by right as the County does not regulate the minimum size of residential units. They are also allowed as



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ADU/JADUs. To make tiny home development more accessible the County shall update the zoning code to include a definition of Tiny Homes.

**Funding:** Planning Department Budget

**Responsible Party:** Planning Department

**Time Frame:** Within 2-years of HCD Certification of the 6th Cycle Housing Element

**Program 3.1.4:** Based on new and still relevant existing State law, Low Barrier Navigation Centers, and Transitional and Supportive Housing will be added to the County code definitions. These along with Emergency Shelters and Single Occupancy Residences will have language added and/or updated to accurately match requirements provided for by State law. This includes: Transitional housing, supportive housing and group homes are permitted in the same manner as other residential dwellings of the same type in the same zone. Low Barrier Navigation Centers and Emergency shelters cannot have parking requirements beyond spaces needed for employees and cannot be required if located within one-half-mile of a transit stop.

**Funding:** Planning Department Budget

**Responsible Party:** Planning Department

**Time Frame:** Within 2-years of HCD Certification of the 6th Cycle Housing Element.

**Program 3.1.5:** The County shall provide expanded affordable housing opportunities by partnering with local organizations and providing technical assistance and/or pass-through funds as appropriate for the development of units affordable to extremely low, very low, or low-income households.

**Funding:** Available State, Federal, and local funds (HOME, MHP, CDBG, etc.)

**Responsible Party:** County, local housing service providers

**Time Frame:** Within the 2021-2029 Housing Element timeframe as opportunities arise

**Program 3.1.6:** The County will continue to explore Employer Assisted Housing Programs by forming a working group with major employers in the area to discuss how the County can assist in the development of employer-assisted housing in Inyo County.

**Funding:** Planning Department Budget; available state, federal, and local funds (HOME, MHP, CDBG, etc.)

**Responsible Party:** County, local housing service providers

**Time Frame:** Within the 2021-2029 Housing Element timeframe

**Program 3.1.7:** The County will continue working on establishing a housing specialist position for the County. This person will help identify housing opportunities for income levels, be available to take fair housing complaints and help get people to the appropriate organization/agency for help.

**Funding:** County General Fund

**Responsible Party:** County, Mammoth Lakes Housing

**Time Frame:** Within the 2021-2029 Housing Element timeframe

**Policy 3.2 - High Density Housing**

The County shall encourage the development of higher density housing in appropriate locations throughout the communities. Locate higher density residential development within close proximity to services, jobs, transit, recreation, and neighborhood shopping areas.

**Program 3.2.1:** The County shall encourage higher density residential development in areas of population concentration by conducting outreach to developers and property owners to encourage higher density residential development. In addition, the County will explore funding options for appropriate housing as funds become available.

**Funding:** Planning Department Budget

**Responsible Party:** County, local housing service providers

**Time Frame:** Within the 2021-2029 Housing Element timeframe as development applications are processed

**Program 3.2.2:** The County shall encourage development of housing for low-income households through provision of density bonus incentives. The County shall prepare updates to the density bonus chapter (18.65) of the County code as required by the State and inform applicants of new opportunities for density increases.

**Funding:** Planning Department Budget (development fees)

**Responsible Party:** Planning Department

**Time Frame:** Within 2-years of HCD Certification of the 6th Cycle Housing Element

**Program 3.2.3:** Encourage high density residential development in specific Commercial Zones. The County will continue to explore ideas brought forth during its SB2 Vacant Lands grant work in allowing for outright permitting of multi-family units in the Central Business zone, as well as, explore opportunities for permitted by right mixed use and high density housing in other commercial zones.

**Funding:** Planning Department Budget

**Responsible Party:** Planning Department

**Time Frame:** Within 3 years of HCD certifying the 2021-2029 Housing Element

**Program 3.2.4:** Encourage higher density in established residential neighborhoods by evaluating current residential codes for the appropriateness of increasing the number of rooms allowed to be used for long term rentals.

**Funding:** Planning Department Budget

**Responsible Party:** Planning Department

**Time Frame:** Within the 2021-2029 Housing Element timeframe

**Policy 3.4 - Manufactured and Mobile Homes**

The County will continue to promote the utilization of manufactured housing and mobile home purchase and placement as an affordable homeownership opportunity.

**Program 3.4.1:** The County shall provide technical assistance to mobile home park residents who want to purchase their mobile home park. To accomplish this, the County will advertise the program to mobile home park residents, including conducting meetings with tenants.

**Funding:** Planning Department Budget, Mobilehome Park Resident Ownership Program (MPROP)

**Responsible Party:** County, local housing service providers

**Time Frame:** Within the 2021-2029 Housing Element timeframe on an as-needed basis and as NOFAs for MPROP are released

**Program 3.4.2:** The County will remove its Mobile Home overlay as it is not used and is non-compliant. Language clarifying that mobile/manufactured homes on a foundation are to be processed the same as the process applicable to a conventional single dwelling unit in the same zone.

**Funding:** Planning Department Budget

**Responsible Party:** County

**Time Frame:** Within 2-years of HCD Certification of the 6th Cycle Housing Element

**Policy 3.5 - Financial Assistance for Housing**

Provide financial assistance for the conservation and/or development of housing affordable to extremely low, very low, and low-income households.

**Program 3.5.1:** The County will support the efforts of local housing service providers to assist low-income households with utility bills by providing assistance to a minimum of 150-households annually through the LIHEAP (Low-income Energy Assistance Program).

**Funding:** State Department of Economic Opportunity, CSBG

**Responsible Party:** County, local housing service providers

**Time Frame:** Within the 2021-2029 Housing Element timeframe

**Program 3.5.2:** The County shall encourage rental subsidies for lower-income families and elderly persons. The County shall encourage listing of rental units with local housing service providers.

**Funding:** HUD Section 8 Housing Choice Vouchers

**Responsible Party:** County, Stanislaus Housing Authority

**Time Frame:** Within the 2021-2029 Housing Element timeframe

**Program 3.5.3:** The County shall provide for the continued affordability of the County's low and moderate-income housing stock. Although not anticipated, if any deed-restricted affordable units currently serving County residents are at risk of converting to market rates, the County will facilitate a preservation program with the owner and/or operator of the project at risk. The goal will be to identify additional funds to either continue the affordability of the at-risk project or to replace those units once they are no longer affordable to lower-income households.

**Funding:** County, local housing service providers

**Responsible Party:** County, local housing service providers

**Time Frame:** Within the 2021-2029 Housing Element timeframe

#### Homeownership

The option of homeownership in California has become a privilege which is often not available to lower-income households or potential first-time homebuyers. Rising construction and land costs due to the scarcity of land for residential development in Inyo County have greatly contributed to the cost of housing. In addition, interest rates can exclude certain households from qualifying for loans. The County will continue to help facilitate the creation of affordable homeownership opportunities in its jurisdiction.

#### **Goal 4.0 - Provide increased opportunities for homeownership.**

#### **Policy 4.1 - Self-Help**

The County shall encourage “self-help” housing to allow lower-income households to build their own homes.

**Program 4.1.1:** The County will continue to make efforts to coordinate with established self-help housing groups to solicit interest in developing projects in the county to facilitate self-help housing as a form of homeownership for lower-income households.

**Funding:** Planning Department Budget

**Responsible Party:** County, local housing service providers

**Time Frame:** Within the 2021-2029 Housing Element timeframe

**Policy 4.2 - Purchase Assistance Programs**

The County will facilitate the availability of home purchase assistance programs for low and moderate-income households.

**Program 4.2.1:** The County will consider, as appropriate, applying for state and federal grant funds to provide homeownership opportunities that may include interest rate write-downs, down payment assistance, and mortgage revenue bond financing through state and federal programs.

**Funding:** Planning Department Budget, CDBG, HOME

**Responsible Party:** Planning Department

**Time Frame:** Within the 2021-2029 Housing Element timeframe, with a goal of completing at least one project benefiting low income households.

**Removal of Constraints on Housing Development**

Governmental and non-governmental constraints to development can impede both the supply and affordability of housing. Certain governmental constraints can be minimized to facilitate new construction.

**Goal 5.0 - Remove governmental constraints on housing development.**

**Policy 5.1 - Compliance with new State Regulations**

**Program 5.1.1:** The County shall update its zoning code to properly address new State laws regarding Density Bonus, Low Barrier Navigation Centers, Emergency Shelters and Transitional and Supportive Housing.

**Funding:** Planning Department Budget

**Responsible Party:** County

**Time Frame:** Within 1-year of HCD Certification of the 6th Cycle Housing Element

**Program 5.2.1:** The County routinely works with homeowners to expedite their permits and provide flexibility in submittal requirements for owners developing their own homes. The County will also annually review its permit and development plan processing timelines and look for ways to expedite or simultaneously conduct development reviews to ensure timely processing.

**Funding:** Planning Department Budget

**Responsible Party:** County

**Time Frame:** Annually and ongoing as projects are submitted for review

**Policy 5.2 - Expedited Permit Processing and Project Review:** The County shall continue to expedite project review and facilitate timely building permit and development plan processing for residential developments, especially those with an affordable housing component or density bonus proposal.

**Program 5.2.1:** The County routinely works with homeowners to expedite their permits and provide flexibility in submittal requirements for owners developing their own homes. The County will also annually review its permit and development plan processing timelines and look for ways to expedite or simultaneously conduct development reviews to ensure timely processing.

**Funding:** Planning Department Budget

**Responsible Party:** County

**Time Frame:** Annually and ongoing as projects are submitted for review

**Program 5.2.2:** The County shall consider alternative processes in updates to the Zoning Ordinance to facilitate housing projects, such as administrative approvals of use permits and modifications to setbacks and other development standards, and/or other procedures to otherwise expedite and encourage residential development.

**Funding:** Planning Department Budget

**Responsible Party:** County

**Time Frame:** Concurrently with Zoning Ordinance updates

**Policy 5.3 - Infrastructure**

The County will work to identify new ways provide adequate infrastructure to accommodate residential development in all areas of the unincorporated county.

**Program 5.3.1:** The County shall explore ways to help to facilitate the provision of infrastructure to accommodate residential development by researching opportunities for providing the necessary infrastructure in more remote locations for residential development.

**Funding:** Planning Department Budget

**Responsible Party:** County, local housing service providers.

**Time Frame:** Within the 2021-2029 Housing Element timeframe

#### Accessibility of Housing

In order to make adequate provision for the housing needs of all segments of the community, the County must ensure equal and fair housing opportunities are available to all residents.

**Goal 6.0 - Promote equal opportunity for all residents to reside in housing of their choice.**

#### **Policy 6.1 - Equal Opportunity**

The County shall work to prohibit discrimination in the sale or rental of housing with regard to race, ethnic background, religion, handicap, income, sex, age, household composition or other protected characteristics.

**Program 6.1.1:** The County shall take positive action to assure unrestricted access to housing. The County will continue to support local housing service providers to provide fair housing services and assist in program outreach.

**Funding:** Planning Department Budget

**Responsible Party:** County, local housing service providers, Stanislaus Housing Authority

**Time Frame:** Within the 2021-2029 Housing Element timeframe

**Policy 6.2 - Residential Care Facilities** The County shall work to ensure that equal and fair housing opportunities are available to all residents.

**Program 6.2.1:** The County will continue efforts to mitigate or remove constraints on housing for persons with disabilities and will update its code to accurately follow new State regulations.

**Funding:** Planning Department Budget

**Responsible Party:** County

**Time Frame:** Within 2-years of HCD Certification of the 6th Cycle Housing Element

**Policy 6.3 - Reasonable Accommodation** – The County shall ensure the availability of reasonable accommodations for persons with disabilities, including developmental disabilities.

**Program 6.3.1**

The zoning code will be updated to more clearly state that the Planning Director may administratively approve requests for modification to certain standards with regard to reasonable accommodation on a case by case basis and with the criterion that the modifications do not affect the structure meeting building and safety standards per Building and Safety staff.

Funding: Planning Department Budget

Responsible Party: County

Time Frame: Within 2-years of HCD Certification of the 6th Cycle Housing Element

**Goal 7.0 – Affirmatively Furthering Fair Housing.**

Policy 7.1 The County shall work to ensure housing opportunities in areas with concentrations of minority population, female householders with no spouse present and children under 18, persons with disabilities and persons living in poverty that were found in the County through the AFFH evaluation. Even though they do not rise to the levels usually found in more populated urban and suburban areas in Inyo County, they are there. Census Tract 8 that incorporates the entire county south of Lone Pine and east to the Nevada border has the highest levels these concentrations.

**Program 7.1.1**

The County shall work to provide affordable housing opportunities for areas with concentrated poverty and other protected characteristics in the County. This is primarily found in Census Tract 8, and more specifically the community of Lone Pine. This will be accomplished by partnering with local organizations to target this area and providing technical assistance and/or pass-through funds as appropriate for the development of units affordable to extremely low, very low, or low-income households.

Funding: Available State, Federal, and local funds (HOME, MHP, CDBG, USDA, etc.)

Responsible Party: County, local housing service providers

Time Frame: Within the 2021-2029 Housing Element timeframe as opportunities arise

Policy 7.2 - The County shall work to ensure that the needs of its senior population are met. Inyo County overall has 20-percent of Households with a householder who is 65-years or older. Census Tracts 5 and 8 on their own also show that 20-percent of households with a householder 65-years or older.

**Program 7.2.1**

The County will continue working with the housing stakeholder group established during the housing element update to further define housing issues in the county and specifically senior housing. This work will include identifying and applying for grants to provide affordable housing located near



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services. A focus will be placed on Census Tracts 5 and 8 as these include the areas in the County with the highest percentages of households with a householder 65-years and older.

**Funding:** County Planning Department budget, available State, Federal, and local funds (HOME, MHP, CDBG, USDA, etc.)

**Responsible Party:** County, housing stakeholder group, local housing service providers, senior program providers

**Time Frame:** Within the 2021-2029 Housing Element timeframe as opportunities arise

**Table 44 - Quantified Objectives**

<u>Task</u>	<u>Income Level</u>					<u>Total</u>
	<u>Extremely Low</u>	<u>Very Low</u>	<u>Low</u>	<u>Moderate</u>	<u>Above Moderate</u>	
<u>Fair Share Allocation</u>	<u>23</u>	<u>23</u>	<u>40</u>	<u>39</u>	<u>80</u>	<u>205</u>
<u>Residential Permits Issued Since December, 2018</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>New Construction Objectives</u>	<u>3</u>	<u>3</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>21</u>
<u>Rehabilitation</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>15</u>
<u>Conservation (at-risk)</u>	<u>N/A*</u>	<u>N/A*</u>	<u>N/A*</u>	<u>N/A*</u>	<u>N/A*</u>	<u>N/A*</u>
<u>Total</u>	<u>6</u>	<u>6</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>36</u>

Source: HCD, 2020 and Inyo County Planning Department, 2020

\*The County does not have at risk units, please see Units at Risk of Converting to Market-Rate Uses

**Appendix A  
Public Outreach**

The County began work on the 2021 update in November 2020. Staff took questions and comments related to housing issues during a public outreach meeting for a Vacant Lands Inventory and Evaluation of General Plan and Zoning Designations for Possible Rezoning to Encourage Affordability through Higher Density Housing. A meeting was also held with County Health and Human Services and Mammoth Lakes Housing (a local affordable housing non-profit) in November 2020 and a meeting with the Inyo Mono Advocates for Community Action (IMACA) in January 2021, a low income (focus on extremely low), special needs and housing non-profit. These meetings focused on the barriers to providing housing for the populations they work with. The issues they identified were:

- No land for development
- No developer interest/affordable housing not profitable
- Infrastructure issues to support development are too expensive to address
- Rural area non-profits have a difficult time competing for funding
- Rural areas cannot get the necessary points for grant opportunities due to transit requirements among others. Funding geared to urban areas.

Possible solutions:

- Continue to work with the Los Angeles Department of Water and Power (DWP) on land divestments and long term leases for mobile home parks located on their land
- Grants for infrastructure improvements
- More opportunities for re-purposing and rehabilitating properties, especially multi-family, with restrictions on raising rents
- Include the communities in the remote southeast part of the County, primarily Tecopa
- Incentives for owners of vacant houses to rent, IMACA can provide property rehabilitation funding if rented to homeless or at risk people
- Encourage ADU development.

To initiate the formal outreach process, more than 20-letters/emails were sent to a broad cross-section of stakeholders in the County. Consultation invitations were also sent to 10-tribal representatives. The

letters briefly described the reason for the update and requested the stakeholders provide input at any time during the update process by visiting the Housing Element update section on the County's website, directly contacting County staff, requesting a meeting, or by attending a virtual public workshop.

### **Tribal Consultations**

One Tribe, the Big Pine Paiute Tribe of the Owens Valley, requested consultation, but never responded to scheduling requests.

### **Public Workshops**

In addition to the several meetings County staff held with local non-profits. A meeting with: IMACA and Mammoth Lakes Housing; a local realtor; property manager; developer; a representative from DWP; and a representative from the Northern Inyo Hospital District (a major employer in the County) was held in February 2021. An additional public workshop was hosted by the Planning Commission during the draft stage of the 2021 Housing Element in March 2021. The goal of these workshops was to gather feedback from stakeholders and the attending public regarding the housing concerns of Inyo County residents and housing service providers.

At the first meeting staff posed several questions, including:

1. What do you see as the most limiting factor in your organizations' ability to succeed in its housing mission?
2. What sort of policies or programs do you think would be the most effective in improving your organization's ability to succeed your housing mission?
3. What do you think local governments should do to help your organization achieve its mission?
4. Other relevant questions, thoughts, ideas?

Responses included:

1.
  - I deal primarily with moderate and above moderate properties; there is never enough rental stock
  - All but one attendee agreed that there is not enough housing stock or land for development in the County
  - DWP has to balance. Their land is considered essential for water provision for the City of Los Angeles

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- State regulations regarding fire protection puts limitations on subdivision and the affordability of building
- The lack of housing opportunity is a challenge for local employers. It affects their ability to secure and retain employees. This includes even at the high end of housing opportunities
- DWP employees leave the area too, due to the lack of available housing
- It took IMACA over 10-years to purchase property from DWP for a permanent supportive housing project, this is too long
- There is a growing homeless population
- There needs to be more gap funding from local jurisdictions to make up for what grants do not cover.

2.

- Change County zoning to allow for more than one ADU per property (restrict to long term rentals)
- Relax zoning to allow for more units in general
- Create incentives for developers
- Creation of more Community Service Districts – fire protection
- Infrastructure planning
- Infrastructure financing
- DWP needs to release more land, especially in the Bishop City limits
- Down payment assistance programs by employers (DWP)
- Assistance for rehabilitation of rundown and/or vacant properties
- Loan fund for ADU development or vacant houses (income restricted)
- New taxes or fees to create a pool of money to grant or loan to developers
- Self-build housing projects and co-ops.

3.

- It is easier for DWP to release land to other jurisdictions than to private parties
- Create a twenty-year housing plan identifying areas for development, rezoning, etc. Community input would be very beneficial. Plan should include south County as well
- Put limitations on the number of short-term rental permits per year and limit the number of nights they can be rented
- Work on vacancy issues (second homes)
- Landlord incentives to rent to low income and get more to participate in Section 8 housing
- Rehabilitation funding can create more habitable space
- Allow for more residential use on commercially zoned property
- Get DWP properties zoned for residential development prior to divestment. Chose by infrastructure availability
- Target properties that are easiest to develop for General Plan and zoning designation changes
- Taxation programs for vacant properties with a very targeted program for allocation these funds to affordable housing projects.

4. There were no additional questions, thoughts or ideas.

### **Planning Commission Workshop**

The Planning Commission hosted a public workshop on the Housing Element Update on March 24, 2021. Staff prepared a number of questions for the attendees to respond to. These questions were:

1. Have you or someone you know experienced housing discrimination in Inyo County?
2. If so, were there barriers to reporting it?
3. What barriers exist locally to access to housing?
4. What do you think the County can do to improve access to housing?

## **HOUSING ELEMENT**

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5. Is access to services an issue where you live?
6. If you have a disability, does your home have reasonable accommodations?
7. What housing types does the County need more of?
8. What housing types does the County need less of?
9. What has been the most difficult barrier for you, personally, in finding housing opportunities in the County?
10. Where should additional housing be located in the County?
11. What is your dream home?

### Responses included:

1. No one had experiences with housing discrimination
2. There may be barriers to reporting. People might not know where to report and there may also be a lack of legal aid.
3.
  - As a property manager the barriers to getting rental housing I find are: income, credit, a lack of rental housing and multi-family units, and pets. As for ownership: out of price range, no workforce housing or down payment assistance, not enough land for development.
  - The hospital has contract employees that need shorter rental periods and lower costs as many have homes and mortgages elsewhere, pets. The hospital has had to purchase property so there contract employees have housing
  - The costs of development here are too high for non-profit developers to be interested
  - The lack of land has made it impossible for the hospital to build housing for their workers
  - Look into vacant commercial buildings and sites for residential development. Local gap funding for grants, makes getting the points for low-income housing easier to get
  - Look into land transfer concept and lots sales DWP-USDA
  - Allow for 2 ADUs per parcel and make rezoning requirements easier for smaller lots so more units can be built per parcel.
  - Limit ADUs rented for short-term

## **HOUSING ELEMENT**

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4.
  - Reasonable accommodations for disabled is expensive there need to be programs to help financially
5. There were no responses to this question
6.
  - Small infill, affordable rentals and ownership opportunities, first time buyer help
  - Look into homeowner land trust model
  - Senior housing
  - 1 and 2 bedroom units are in high demand – not enough of them
  - Encourage repurposing vacant commercial properties
  - Empty DWP homes should be rented or sold
  - Help people who want to move here from somewhere else without community connections to find available housing a housing availability clearinghouse
  - Local online rental finder
  - Approach owners of vacant homes to try to get them to rent or sell
  - Create a vacant building tax to help fund affordable housing projects
  - The lack of land supply creates the biggest barrier, maybe use eminent domain to get land and/or units in disrepair, etc.
7.
  - County does not need more large lot developments, there are plenty
8.
  - I just had the opportunity to get a job in the County and a rental in Big Pine that is my dream home.
  - Safe and warm that costs no more than 35% of monthly incomes.

### **Planning Commission Hearing**

### **Board of Supervisors Hearing**

### **Comment Letters**

In addition to gathering comments from attendees at the public workshop, residents were invited to submit comments directly to the County regarding the questions related to access and availability as

## **HOUSING ELEMENT**

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well as the draft of the Housing Element update. No comment letters were received by the County during the housing element update process.



**HOUSING ELEMENT**

**Appendix B Housing Program Review 2014-2020**

2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p><i>Implements Policy 1.1</i> The County supports the provision of rehabilitation assistance to lower-income owner and renter-occupied households to facilitate unit upgrading. The County will encourage initiation of a rehabilitation program with the goal of improving 15 units over the planning period (3 per year). <b>Funding: CDBG</b></p>	2014–2019	<p><b>Effectiveness/Progress:</b> The County did not initiate a rehabilitation program during the planning period due to a lack of staff and funding for this type of activity.</p>	<p><b>Appropriateness:</b> The County will continue to support local housing assistance providers' efforts and is in the process of initiating its own rehabilitation loan program.</p>
<p><i>Implements Policy 1.2</i> The County shall ensure sensitive residential code enforcement and provide information on available rehabilitation assistance to bring substandard units into compliance with County Codes and to meet current fire safe ordinances. <b>Funding: County</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County continued to educate the public and stakeholders about housing programs, including housing rehabilitation and weatherization assistance.</p>	<p><b>Appropriateness:</b> The County will continue to support outreach efforts for rehabilitation, fire safety or weatherization efforts in the county. These are primarily conducted by Building and Safety and Planning staff.</p>
<p><i>Implements Policy 1.3</i> The County shall continue to provide outreach programs to educate the public about available housing rehabilitation assistance and fire safety issues.</p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County continued to educate the public and stakeholders about housing programs, including housing rehabilitation and weatherization assistance.</p>	<p><b>Appropriateness:</b> Will continue this program. It has been added to the one above to reduce repetition.</p>
<p><i>Implements Policy 1.4</i> The County shall continue to focus efforts on promoting energy efficiency through participation in weatherization, utility assistance and maintaining an energy efficiency webpage. <b>Funding: County, local utility providers</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County works with local non-profits and utility providers to raise awareness of energy efficiency, utility assistance and weatherization programs.</p>	<p><b>Appropriateness:</b> The County will continue to support outreach efforts for energy efficiency programs and maintain its webpage.</p>
<p><i>Implements Policy 1.4</i> The County shall continue to support efforts to improve the energy efficiency of dwelling units by providing weatherization assistance to low-income households. <b>Funding: HUD Section 8 Certification and Housing Vouchers</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County does not provide funding for this activity but if a need for this service arises, the County would refer inquiries to local housing service providers. The County coordinated a series of task forces to educate the public and stakeholders about housing programs, which may have included roommate location assistance.</p>	<p><b>Appropriateness:</b> This program will be continued.</p>

**HOUSING ELEMENT**

2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p><i>Implements Policy 1.4</i></p> <p>The County shall work to provide assistance to low-income households with utility bills by encouraging utilities and local housing service providers to continue to implement and expand programs to assist such households, including reductions and other utility assistance programs for income-qualified candidates. Augment current program funding. <b>Funding: State of California Older Americans Act, CDBG</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> According to DWP, one local housing service provider assists approximately 150 households per year through the LIHEAP (Low-income Energy Assistance Program). The utilities also provide assistance to income-qualified families. They intend to continue and expand these programs.</p>	<p><b>Appropriateness:</b> This program will be continued.</p>
<p><i>Implements Policy 1.4</i></p> <p>The County shall continue to encourage utility providers and local housing service providers in reducing housing cost through energy conservation by providing households with light bulbs, reduced price energy-efficient appliances, energy audits, and other services. <b>Funding: CDBG</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County is not aware of the effectiveness or progress of this light bulb program. However, if possible, the County would continue to support this program if implemented. Alternatively, the County refers interested residents to the Southern California Edison (SCE) California Alternate Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) program.</p>	<p><b>Appropriateness:</b> The County will continue to support weatherization and energy efficiency efforts administered by other entities in the county.</p>
<p><i>Implements Policy 2.1</i></p> <p>The County shall facilitate the development of vacant and underutilized residential parcels identified in the Housing Element residential site inventory.</p>	Ongoing	<p>This program has been implemented, however, no sites in the inventory were developed.</p>	<p><b>Appropriateness:</b> This program has been revamped to meet new state regulations and will continue.</p>
<p><i>Implements Policy 2.1</i></p> <p>The County shall maintain an up-to-date inventory of sites suitable for residential development and provide this information to residential developers and to the real estate community. This inventory includes DWP land release sites. <b>Funding: State Department of Economic Opportunity, CDBG</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> Site information was provided through a Vacant lands inventory and general plan and zoning designation assessment. The Planning Department provides information about property that is available for housing development upon request. The County has continued to try to coordinate with DWP and other public agencies for land releases of property available for housing development.</p>	<p><b>Appropriateness:</b> This program is updated and will be continued.</p>

**HOUSING ELEMENT**

2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p><i>Implements Policy 3.1</i></p> <p>The County shall continue to work with DWP, BLM, the Forest Service and other federal, state, and local agencies to identify appropriate land for release, thus enabling the County to provide additional sites for housing development. Additionally, the County will continue to coordinate with various Tribal Councils to pursue development of affordable housing units on reservations. <b>Funding: Planning Department budget</b></p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County has worked with DWP to release lands for residential development. The County is currently working with a variety of local, state, and federal agencies to identify appropriate government lands for release.</p>	<p><b>Appropriateness:</b> Continue to work with DWP and various federal, state, and local agencies to identify appropriate government land for release. This program will continue.</p>
<p><i>Implements Policy 3.1</i></p> <p>The County shall provide expanded affordable housing opportunities by partnering with local organizations and providing technical assistance and/or pass-through funds as appropriate for the development of units affordable to extremely low, very low, or low-income households. <b>Funding: Planning Department budget</b></p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County did apply for CDBG funding in 2013, but was not awarded. The County will continue to facilitate the application for funding with local partners.</p>	<p><b>Appropriateness:</b> The County will continue to pursue funding opportunities as appropriate.</p>
<p><i>Implements Policy 3.1</i></p> <p>The County will explore an Employer Assisted Housing Program by forming a working group with major employers in the area to discuss how the County can assist in the development of employer-assisted housing in Inyo County. <b>Funding: Planning Department budget</b></p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County was not able to make progress on this program due to the depressed economy and subsequently Covid.</p>	<p><b>Appropriateness:</b> The County will facilitate discussions with employers regarding housing assistance.</p>

**HOUSING ELEMENT**

2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p><i>Implements Policy 3.1</i></p> <p>The County will continue to implement the final Housing Plan developed by the Housing Task Force adopted in 2005 in conjunction with the Housing Element programs. <b>Funding: Planning Department budget (development fees)</b></p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County has continues to monitor the Home program and potential opportunities for additional housing funding as well as provide information to developers about the density bonus provisions in the code.</p>	<p><b>Appropriateness:</b> The County will continue this program.</p>
<p><i>Implements Policy 3.1</i></p> <p>The County shall support local housing assistance providers to work to assist in locating roommates to share existing housing. This will be accomplished by contributing to funding and assisting in program outreach to expand program utilization. <b>Funding: Planning Department budget</b></p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County does not provide funding for this activity but if a need for this service arises, the County would refer inquiries to local housing service providers.</p>	<p><b>Appropriateness:</b> This program will be continued.</p>
<p><i>Implements Policy 3.2</i></p> <p>The County shall encourage higher density residential development in areas of population concentration by conducting outreach to developers and property owners to encourage higher density residential development. In addition, the County will explore funding options for appropriate housing as funds become available. <b>Funding: Planning Department budget</b></p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County works with land owners and develops to encourage and aid in the development of high density residential construction.</p>	<p><b>Appropriateness:</b> This program will be continued to facilitate the provision for affordable home opportunities.</p>
<p><i>Implements Policy 3.2</i></p> <p>The County shall encourage development of housing for low-income households through provision of density bonus incentives. The County shall provide the updated density bonus chapter of the code as requested to inform applicants of opportunities for density increases. <b>Funding: Respond to NOFAs for MHP, HOME program</b></p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County does offer a density bonus to developers. The ordinance was updated in 2007. It includes guidelines for one, two, or three concessions for affordable housing: one concession for housing developments that include at least 5 percent of the total units for very low-income households, at least 10 percent for lower-income households, or at least 10 percent for moderate-income households in a common interest development; two concessions for housing developments that include at least 10 percent of the total units for very low-income households, at least 20 percent for lower-income households, or at least 20 percent for moderate-income households in a common</p>	<p><b>Appropriateness:</b> This program is not appropriate to continue because the County is not a developer. However, it does support the efforts of developers planning to build homes affordable to low- or moderate-income households. The County will also update the Code to reflect current State Law.</p>

**HOUSING ELEMENT**

2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
		interest development; three concessions for projects that include at least 15 percent for very low-income households, at least 30 percent of the total units for lower-income households, or at least 30 percent for persons or families of moderate income in a common interest development. The density bonus chapter of Title 18 of the County Code is distributed upon request.	
<p><i>Implements Policy 3.4</i></p> <p>The County shall provide technical assistance to mobile home park residents who want to purchase their mobile home park. To accomplish this, the County will advertise the program to mobile home park residents, including conducting meetings with tenants. <b>Funding: Available State, Federal, and local funds (HOME, MHP, CDBG, etc.)</b></p>	Ongoing	<b>Effectiveness/Progress:</b> The County provides information to mobile home park residents and provides referrals to HCD, USDA and other mobile home advocacy groups, as well as local real estate lenders.	<b>Appropriateness:</b> This program will continue.
<p><i>Implements Policy 3.4</i></p> <p>The County will continue to allow manufactured housing as a permitted use in all residential zones. <b>Funding: Planning Department budget, HOME, MHP</b></p>	Ongoing	<b>Effectiveness/Progress:</b> County Code allows for manufactured housing in all residential zones.	<b>Appropriateness:</b> This will continue as practice, but since it is not a program, it will be removed.
<p><i>Implements Policy 3.5</i></p> <p>The County will support the efforts of local housing service providers to assist low-income households with utility bills by providing assistance to a minimum of 150 households annually through the LIHEAP (Low-income Energy Assistance Program). <b>Funding: Pursue FmHA funds</b></p>	Ongoing	<b>Effectiveness/Progress:</b> The County works with local non-profit recipients of LIHEAP funding to continue this program	<b>Appropriateness:</b> This program will be continued.
<p><i>Implements Policy 3.5</i></p> <p>The County shall encourage rental subsidies for lower-income families and elderly persons. The County shall encourage listing of rental units with local housing service providers. Coordinate with HCD to receive additional subsidies for rental assistance. <b>Funding: Planning Department budget</b></p>	Ongoing	<b>Effectiveness/Progress:</b> One local housing service provider administers Housing Choice Vouchers (Section 8) for the County. The County routinely refers inquiries to local housing service providers.	<b>Appropriateness:</b> This program will be continued.

**HOUSING ELEMENT**

2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p><i>Implements Policy 3.5</i></p> <p>The County shall provide for the continued affordability of the County’s low and moderate-income housing stock. Although not anticipated, if any deed-restricted affordable units currently serving County residents are at risk of converting to market rates, the County will facilitate a preservation program with the owner and/or operator of the project at risk. The goal will be to identify additional funds to either continue the affordability of the at-risk project or to replace those units once they are no longer affordable to lower-income households. <b>Funding: Planning Department budget</b></p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County works with housing developers to provide for and maintain housing, in the event that deed restricted units are at risk, the County will work to preserve the units and educate the public regarding the importance of low-income units.</p>	<p><b>Appropriateness:</b> This program will continue</p>
<p><i>Implements Policy 4.1</i></p> <p>The County will continue to make efforts to coordinate with established self-help housing groups to solicit interest in developing projects in the county to facilitate self-help housing as a form of homeownership for lower-income households. <b>Funding: Planning Department Budget, CDBG</b></p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County routinely works with potential housing developers to increase housing supply. This includes to self-help housing groups.</p>	<p><b>Appropriateness:</b> The County will continue to provide homeownership information to county residents.</p>
<p><i>Implements Policy 4.2</i></p> <p>The County will annually consider applying for state and federal grant funds to provide homeownership opportunities that may include interest rate write-downs, down payment assistance, and mortgage revenue bond financing through state and federal programs. <b>Funding: Planning Department budget</b></p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County did not directly apply for any funding to provide homeownership opportunities that include interest rate write-downs, down payment assistance, and mortgage revenue bond financing through state and federal programs.</p>	<p><b>Appropriateness:</b> This program will be continued.</p>
<p><i>Implements Policy 4.2</i></p> <p>The County shall coordinate with local lenders to provide program information to the public about homebuyer assistance programs such as CalHFA, RCRC, and USDA.</p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County works with local lenders, real estate professional and housing providers to provide information to the public on loan opportunities available.</p>	<p><b>Appropriateness:</b> Lenders do not work with these programs – Removed.</p>
<p><i>Implements Policy 5.1</i></p> <p>The County shall continue to allow second units, condominium</p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> Zoning code allows for all of these affordable options to be available to County</p>	<p><b>Appropriateness:</b> This practice will continue, but since it is not a program it</p>

**HOUSING ELEMENT**

2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
conversions, density bonuses, and residential units in commercial zones as specified in the County's Zoning and Subdivision Ordinances.		residents.	is being removed.
<p><i>Implements Policy 5.1</i></p> <p>The County shall continue to expedite project review and facilitate timely building permit and development plan processing for residential developments, including those with an affordable housing component.</p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County routinely works with homeowners to expedite their permits and provides flexibility in submittal requirements for owners developing their own homes. Typical processing times are relatively short. County staff attempt to do all plan processing as efficiently as possible. A planner is assigned to a project when it is first submitted as follows it through permitting to minimize some inefficiency.</p>	<p><b>Appropriateness:</b> This program will continue.</p>
COMPLETED PROGRAMS			
<p>Chapter 633 of the Statutes of 2007, also known as SB 2, requires jurisdictions to allow for permanent emergency shelters as a permitted use in at least one zone. This zone may be residential, commercial, or industrial but must be appropriate for this type of use and not be completely built out. In accordance with SB 2, the County will evaluate the most appropriate zone to permit shelters and amend the County Code accordingly within one year of the adoption of this Housing Element.</p>	Completed		
<p>According to Chapter 633 of the Statutes of 2007, also known as SB 2, the County must explicitly allow both supportive and transitional housing types in all residential zones. The County shall update its Zoning Ordinance to include separate definitions of transitional and supportive housing as defined in Health and Safety Code Sections 50675.2 and 50675.14. Both transitional and supportive housing types will be allowed as a permitted use subject only to the same restrictions on residential uses contained in the same type of structure.</p>	Completed		
To ensure zoning flexibility that allows	Completed		

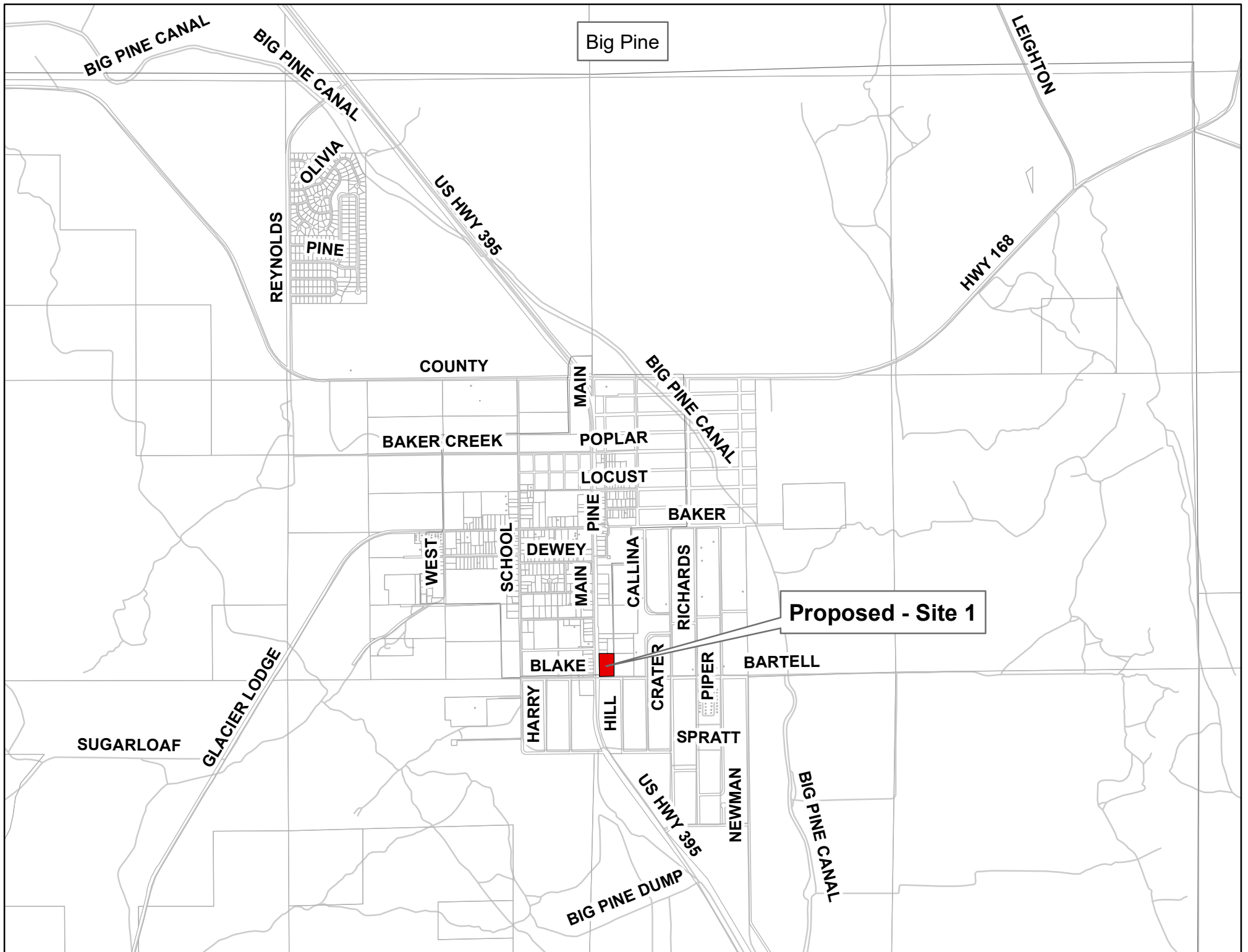
**HOUSING ELEMENT**

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2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
for the development of single-room occupancy (SRO) units, the County will update its Zoning Ordinance to explicitly allow for SROs in developed areas near services and transit.			
Chapter 1062 of the Statutes of 2002, also known as AB 1866, requires jurisdictions to allow second units ministerially in all residential zones. The County will amend the County Code to reflect this requirement while maintaining its current standards for second units that require a floor area of up to 30 percent of the principal dwelling unit up to a maximum of 1,200 square feet.	Completed		
Currently residential care facilities are permitted with a conditional use permit in the RR and R-3 zones. Pursuant to Chapter 671 of the Statutes of 2001, also known as SB 520, the County will amend the County Code to allow flexibility for the location of residential care facilities by permitting facilities for 6 or fewer persons by right in all residential zones.	Completed		
The County shall incorporate reasonable accommodation provisions into its Zoning Code to provide a means for persons with disabilities to request exceptions to zoning and building regulations that may be act as a barrier to their housing choice.	Completed		



**Appendix C – Proposed RHNA Sites Maps**



Big Pine

Proposed - Site 1

BIG PINE CANAL

BIG PINE CANAL

REYNOLDS

OLIVIA  
PINE

US HWY 395

HWY 168

LEIGHTON

COUNTY

MAIN

BIG PINE CANAL

BAKER CREEK

POPLAR

LOCUST

BAKER

DEWEY

WEST

SCHOOL

MAIN

CALLINA

RICHARDS

Proposed - Site 1

BLAKE

HILL

CRATER

PIPER

BARTELL

SUGARLOAF

GLACIER LODGE

HARRY

SPRATT

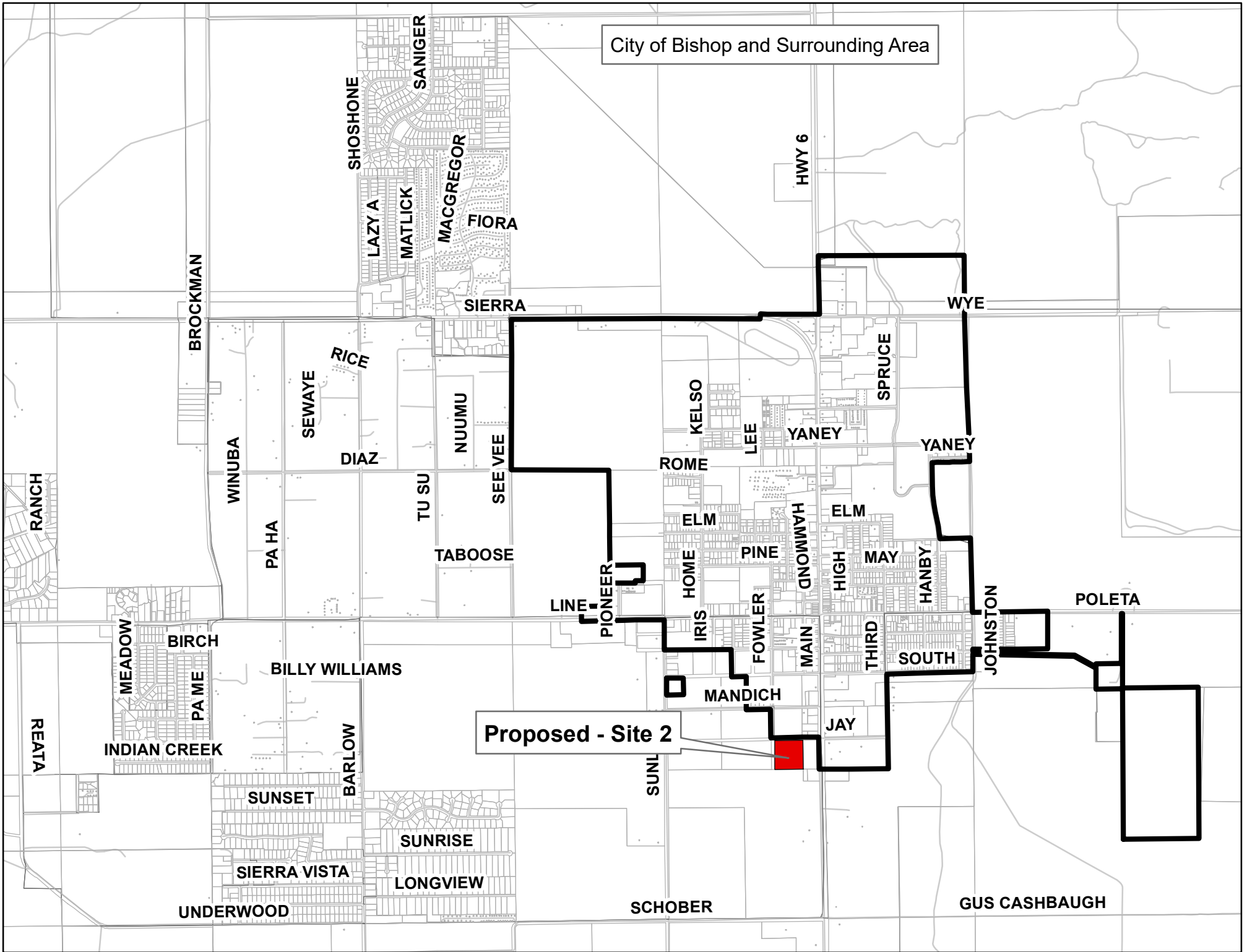
NEWMAN

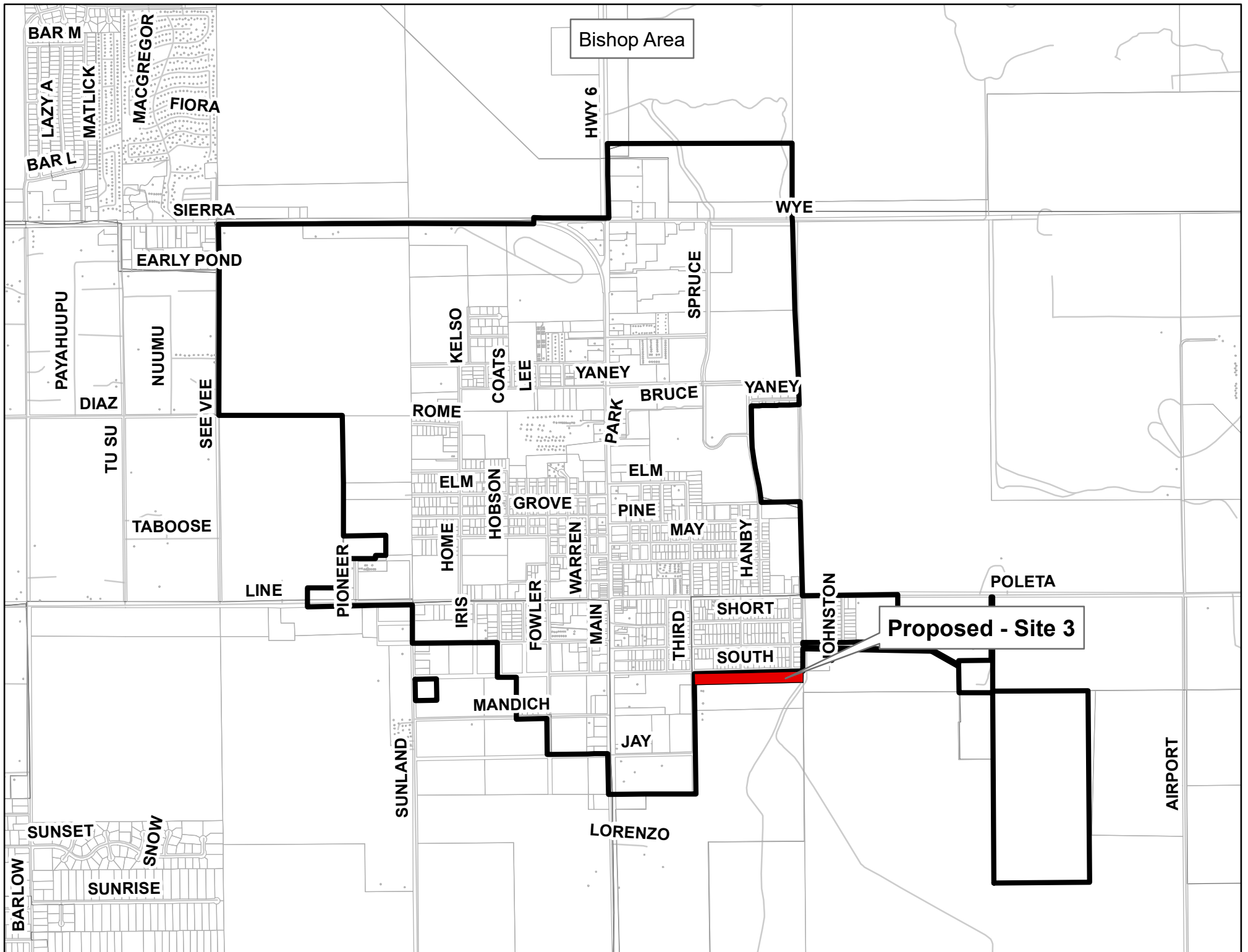
US HWY 395

BIG PINE DUMP

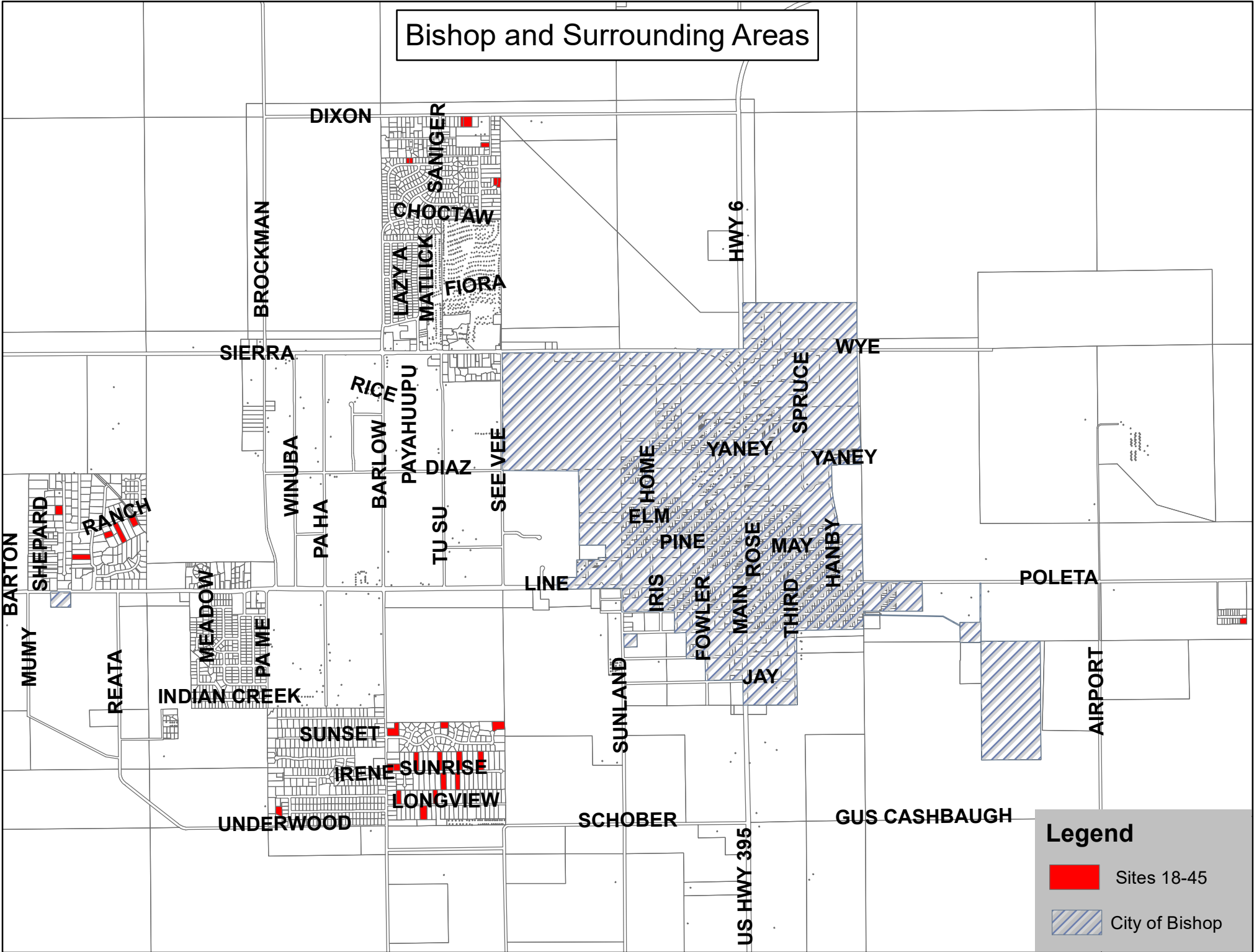
BIG PINE CANAL

City of Bishop and Surrounding Area





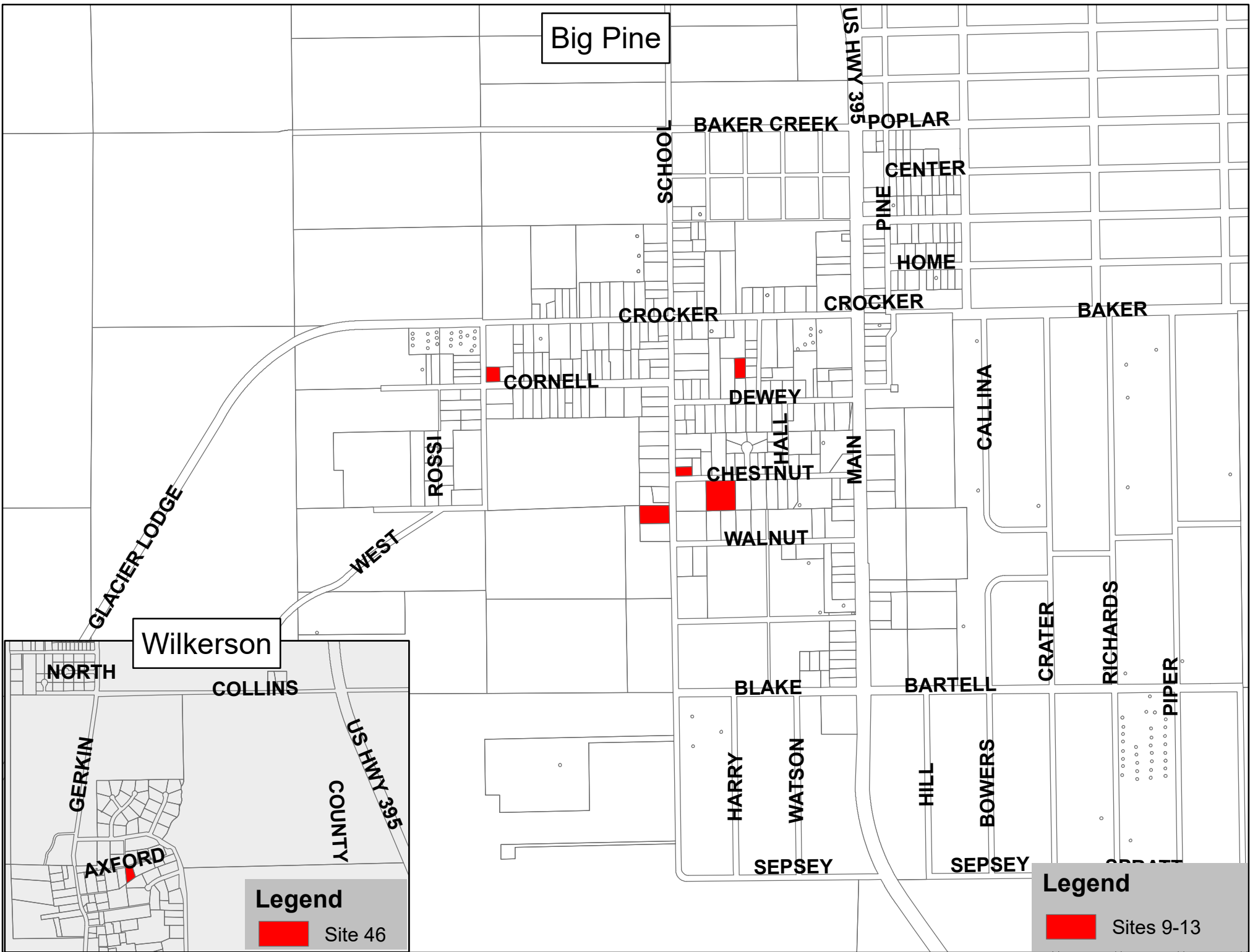


# Bishop and Surrounding Areas



**Legend**

-  Sites 18-45
-  City of Bishop



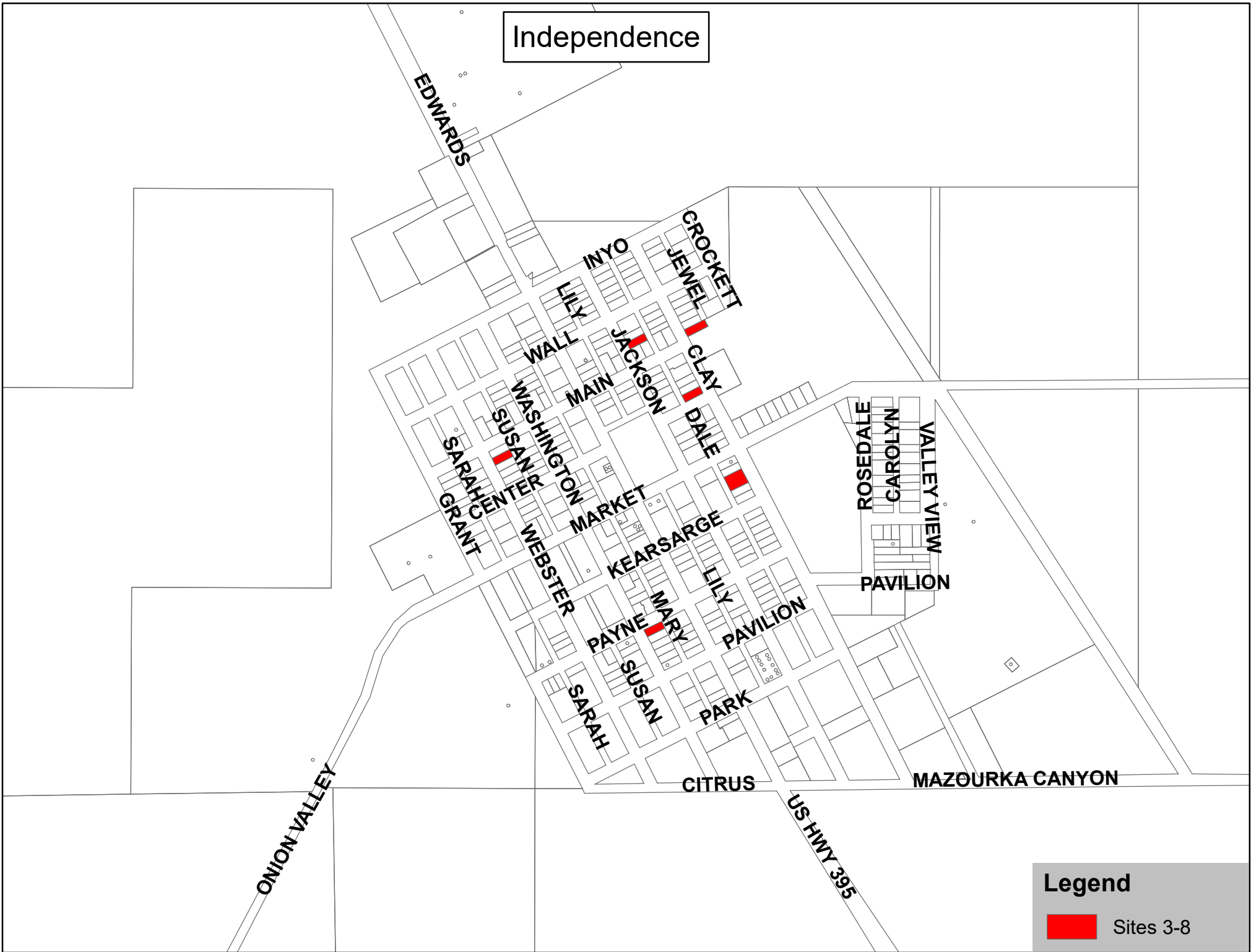
Big Pine

Wilkerson

**Legend**  
[Red Square] Site 46

**Legend**  
[Red Square] Sites 9-13

Independence

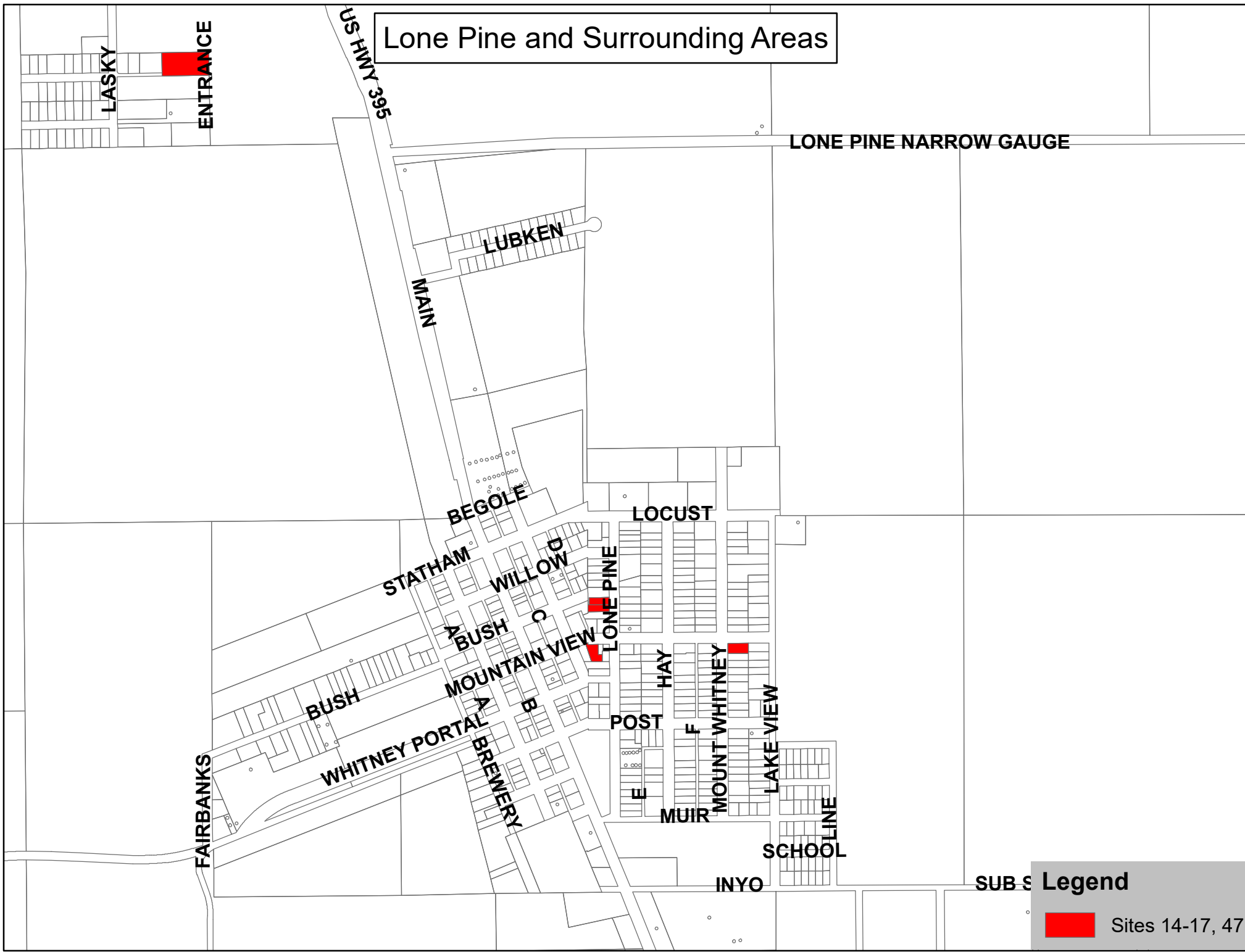


Legend



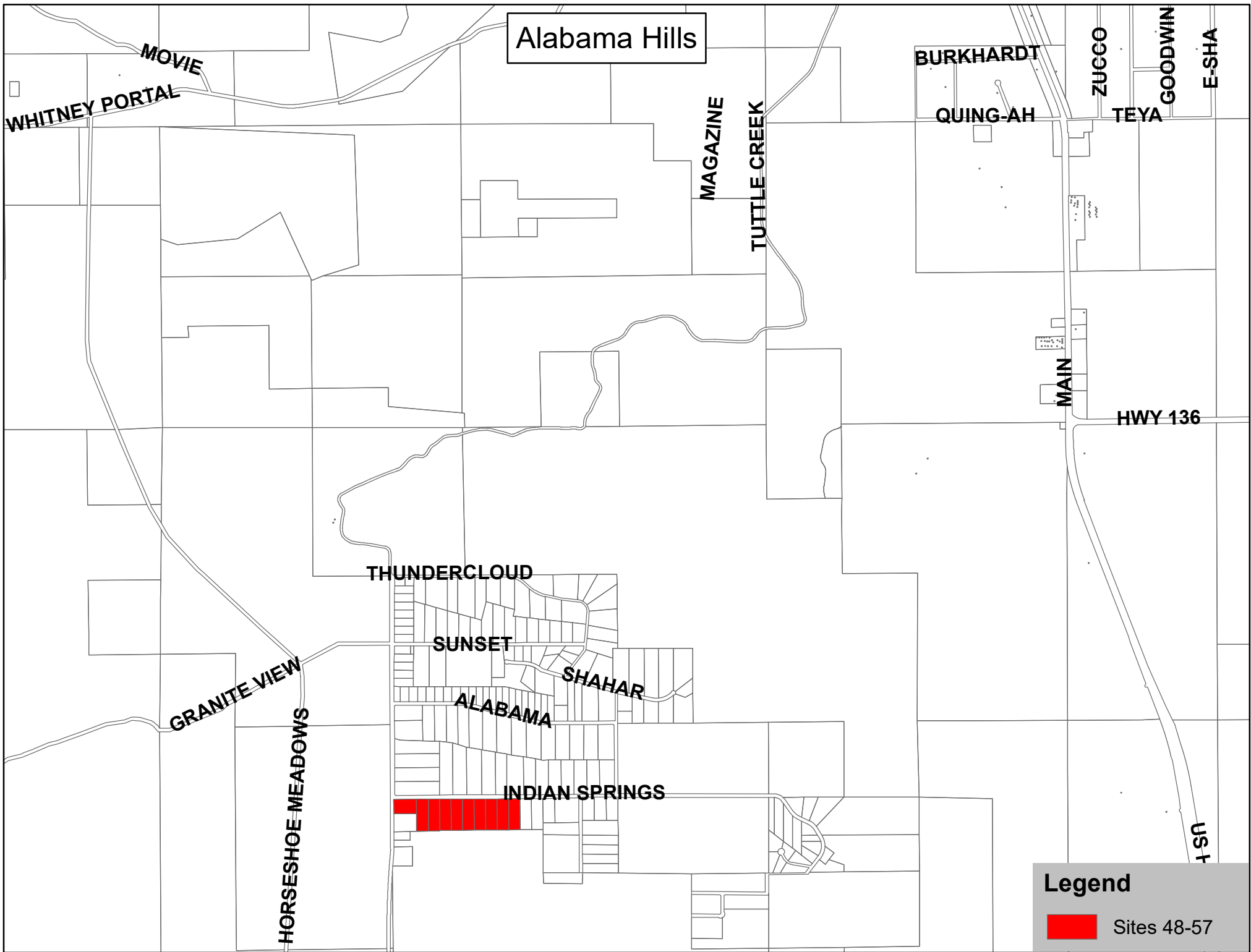
Sites 3-8

# Lone Pine and Surrounding Areas




**Legend**  
[Red Square] Sites 14-17, 47





**Legend**

 Sites 48-57

**RESOLUTION NO. 2021-**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA RECOMMENDING THAT THE BOARD OF SUPERVISORS CERTIFY THE 2021 HOUSING ELEMENT UPDATE IS A NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT AND MAKE CERTAIN FINDINGS WITH RESPECT TO AND APPROVE, GENERAL PLAN AMENDMENT NO. 2021-01/INYO COUNTY HOUSING ELEMENT UPDATE AND SEND TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR CERTIFICATION**

WHEREAS, the General Plan Housing Element is required pursuant to California Government Code Section 65580 et seq., and works to provide housing for all of Inyo County's residents;

WHEREAS, the Housing Element is required to be updated periodically, and the deadline to next update Inyo County's Housing Element is August 30, 2021 for the period extending between April 30, 2021 and April 30, 2029;

WHEREAS, Inyo County adopted a Housing Element in 1992 and updated it in 2001, 2003, 2009 and 2014;

WHEREAS, on April 20, 2020 the California Department of Housing and Community Development (HCD) transmitted the Regional Housing Need Allocation (RHNA) to Inyo County;

WHEREAS, the County began work on updating the Housing Element in June 2020;

WHEREAS, correspondence was transmitted to stakeholders in the County in October 2020, including real estate professionals, homeless service providers, public agencies, and others, advising them of the update process and requesting input;

WHEREAS, pursuant to Senate Bill 18 (SB18) and Government Code Section 65352.3, on October 28, 2020 the County requested a list of appropriate native American contacts from the California Native American Heritage Commission (NAHC), to request consultations with, regarding the Housing Element update

WHEREAS, the NAHC transmitted a list of Native American contacts to the County on October 14, 2020 for purposes of SB18 consultation regarding the Housing Element update;

WHEREAS, on October 28, 2020 the County initiated Native American Consultation pursuant to the California Government Code Sections 65040.2, 65092, 65351, 65352.3, 65352.4, 65562.5, with the Big Pine Band of the Owens Valley, Bishop Paiute Tribe, Fort Independence Community of Paiute, Timbisha Shoshone, Kern Valley Indian

Council, Walker River Reservation, 29 Palms Band of Mission Indians and the Lone Pine Paiute Shoshone;

WHEREAS, no Tribes requested consultation;

WHEREAS, on May 17, 2021 the County initiated Native American Consultation pursuant to Assembly Bill 52 (AB52) and per Public Resource Code Section 21080.3.1(b) with the Big Pine Band of the Owens Valley, Bishop Paiute Tribe, Fort Independence Community of Paiute, Timbisha Shoshone, Kern Valley Indian Council, Walker River Reservation, 29 Palms Band of Mission Indians, Cazaban Band of Mission Indians, Torres Martinez Desert Cahuilla Indians and the Lone Pine Paiute Shoshone Tribe;

WHEREAS, the only Bishop Paiute Tribe requested consultation;

WHEREAS, on May 27, 2021 County Staff and the First and Third District Supervisors meet with the Bishop Paiute for consultation to discuss housing issues and the Tribe had no comments;

WHEREAS, on Wednesday April 26, 2021 the County held an advertised public workshop via a Zoom meeting to educate interested parties about housing issues, the Housing Element update process, the sections with proposed changes and took comments;

WHEREAS, on April 28, 2021 the County sent a draft of the proposed changes to the Housing Element to the California Department of Housing and Community Development for review and comment;

WHEREAS, on June 25 the California Department of Housing and Community Development sent a letter of findings regarding the Housing Element and on June 16 and July 29, 2021 the County met with the California Department of Housing and Community Development to discuss recommended changes;

WHEREAS, after the California Department of Housing and Community Development review staff made the recommended changes;

WHEREAS, the Inyo County Board of Supervisors, through Section 15.12.040 of Inyo County Code, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects;

WHEREAS, the 2021 Housing Element is a policy document that works to provide housing for all of Inyo County's residents and has been updated to meet the requirements set forth by the State of California;

WHEREAS, on June 18, 2021 the County submitted a Notice of Availability for an Initial Study and Draft Negative Declaration of Environmental Impact to the State Clearinghouse and County Clerk for public review and comment;

WHEREAS, on July 18, 2021 the comment period for the Initial Study and Draft Negative Declaration of Environmental Impact ended and no comments were received;

WHEREAS, this Commission does hereby find and declare approval of the updated General Plan Housing Element to be in the public interest;

NOW, THEREFORE, BE IT HEREBY RESOLVED that, based on all of the written and oral comment and input received at the August 11, 2021 hearing, including the staff report for the project, this Planning Commission makes the following findings regarding the final draft updated General Plan Housing Element and hereby recommends that the Board of Supervisors adopt the following findings for the proposed project:

**RECOMMENDED FINDINGS**

- 1.) The 2021 Housing Element update is a policy document that works to provide housing for all of Inyo County’s residents and is a Negative Declaration of Environmental Impact as reviewed and discussed in the Initial Study.
- 2.) Based on substantial evidence in the record, the proposed updated General Plan Housing Element is consistent with the goals and policies of the Inyo County Plan.
- 3.) Based on substantial evidence in the record, the proposed updated General Plan Housing Element is consistent with the purposes and intent of Title 18 (Zoning Ordinance) of the Inyo County Code.
- 4.) Consistent with California Government Code Section 65585, the County submitted the draft updated Housing Element to HCD, and HCD provided comments regarding said document, and the County modified the Element appropriately in response to those comments.
- 5.) Based on substantial evidence in the record, the updated Housing Element complies with California Government Code Section 65580 et seq. (i.e., the State’s regulations for Housing Elements).

BE IT FURTHER RESOLVED, the Planning Commission recommends that the Board of Supervisors take the following actions:

**RECOMMENDED ACTIONS**

1. Certify that the Housing Element Update is a Negative Declaration per CEQA Guidelines, Section 15070(a) as was presented to and considered by the Board, and reflects the independent judgment of the Board.
2. Make certain findings with respect to, and approve General Plan Amendment No. 2021-01/Inyo County (Updated Housing Element) based on all of the information in the public record and on recommendation of the Planning Commission.
3. Direct staff to forward the updated Housing Element to HCD for certification.

PASSED AND ADOPTED this 11th day of August, 2021, by the following vote of the Inyo County Planning Commission:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Caitlin J. Morley, Chair  
Inyo County Planning Commission

ATTEST:

\_\_\_\_\_  
Cathreen Richards, Planning Director

By \_\_\_\_\_  
Paula Riesen. Secretary of the Commission