

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

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

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

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

REGULAR MEETING **November 29, 2022**

(NOTE: The Inyo Board of Supervisors is scheduled to meet as the Board of Equalization at 8:30 a.m. Separate agenda attached.)

Start Time

10 A.M.

1. **Pledge of Allegiance**
2. **Introductions** - The following new employees will be introduced to the Board: Justin Ortega, Office Technician, Clerk-Recorder's Office; and Chris Aukee, Deputy Sheriff Trainee, Stacey Leach, Office Technician III, Hunter Thomas, Correctional Officer, and Aspen Yonge, Correctional Officer, Sheriff's Office.
3. **Public Comment**
Comments may be time-limited
4. **County Department Reports**

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

5. **Clerk of the Board** - Request Board: A) appoint Mr. Jared Smith to an unexpired four-year term on the Inyo Fish & Wildlife Commission ending October 6, 2022; and B) authorize staff to advertise the vacancy in the alternate position created by this appointment.
6. **Clerk-Recorder** - Request Board declare elected those persons for each election under the County's jurisdiction, and declare the results of each election under its jurisdiction as to each measure voted on at the election, based on the certified results as required by law and as specified in the Statement of All Votes Cast for the Statewide General Election held on November 8, 2022.
7. **County Administrator - Economic Development** - Request Board: A) ratify the agreement between the County of Inyo and the Carl Shrawder Trust for the purchase of real property located at 605 S. Main Street, Lone Pine, CA, 93545; and B) certify the purchase is exempt pursuant to section 15061(b)(3), the Common Sense Rule, of the California Environmental Quality Act (CEQA) and direct staff to file the Notice of Exemption.
8. **County Administrator - Public Defender** - Request Board approve the agreement between the County of Inyo and Victoria Campbell, Esq. for the provision of indigent legal defense services in an amount not to exceed \$94,500 for the period of December 1, 2022 through June 30, 2023, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
9. **County Counsel** - Request Board adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.
10. **Health & Human Services - Health/Prevention** - Request Board ratify and approve Standard Agreement #22-10650 between the County of Inyo and California Department of Public Health for the provision of Local Public Health Emergency Preparedness, in an amount not to exceed \$1,696,173 for the period of July 1, 2022, through June 30, 2027, contingent upon Board's approval of future budgets, and authorize the HHS Director to sign the agreement and all associated paperwork.
11. **Public Works - Recycling & Waste Management** - Request Board approve Amendment No. 2 to the agreement between the County of Inyo and Team Environmental, increasing the contract not-to-exceed amount by \$172,000, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

REGULAR AGENDA

12. **Public Works** - Request Board: A) hear a presentation from a Tecopa, CA resident advocating for your Board to designate four segments of highway for combined use in Tecopa; and B) provide direction to staff.
13. **County Administrator** - Request Board adopt an interim ordinance temporarily suspending new short-term rentals of residential units in all land use designations

within the unincorporated area of the County.

14. **Water Department** - Request Board approve the contract between the County of Inyo and Dr. Holly Alpert for the provision of professional services as the Deputy Director for the Water Department at Range 88, Step C, \$8,725 per month, effective December 8, 2022.
15. **Health & Human Services** - Request Board change the Authorized Strength in the Health and Human Services Department by adding one (1) Integrated Case Worker I at Range 60 (\$4,064-\$4,937) or an Integrated Case Worker II at Range 64 (\$4,461-\$5,419), depending on qualifications.
16. **County Administrator - Emergency Services** - Request Board:
 - A) Amend the Fiscal Year 2022-2023 Office of Emergency Services Budget (023700) as follows: increase estimated revenues in Office of Emergency Services Budget (023700) in State Grants (4498) by \$112,500; and increase appropriations in Office of Emergency Services Budget (023700) Professional Services by \$112,500 (*4/5ths vote required*);
 - B) Authorize the receipt of the Hazard Mitigation grant allocation in the amount of \$112,500; and
 - C) Approve and authorize the Chairperson to sign Governing Board Resolution No. 2022-49 in order to authorize the Inyo County Administrative Officer, as the designated Director of Emergency services and Authorized Agent, to enter into an agreement with the California Office of Emergency Services.
17. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of November 8, 2022.

CLOSED SESSION - 12 P.M. (TO BE FOLLOWED BY REPORT ON CLOSED SESSION)

18. **Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Names of cases: *County of Inyo et al. v. Amerisourcebergen Drug Corporation et al* (National Prescription Opiate Litigation – Northern District of Ohio, MDL 2804); and *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.).
19. **Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Name of case: *Southern California Edison Company v. California State Board of Equalization; the Counties of Fresno, Imperial, Inyo, Kern, Kings, Los Angeles, Madera, Modoc, Mono, Orange, Riverside, Sacramento, San Bernardino, San Diego, San Francisco, Santa Barbara, Tulare, Tuolumne, and Ventura, and DOES 1-50, inclusive*, Case Nos. 30-2022-01258109-CU-MC-CJC and 30-2022-01258057-CU-MC-CJC.
20. **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: Bishop, Independence, and Lone Pine Landfills. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Greg James. Negotiating parties: Inyo County and Los Angeles Department of Water and Power. Under negotiation: price and terms of payment.

ADDITIONAL PUBLIC COMMENT & REPORTS

21. **Public Comment**
Comments may be time-limited

22. **Receive updates from Board members and County staff**

CORRESPONDENCE - INFORMATIONAL

23. **California Fish & Game Commission - Notice of Proposed Changes in Regulations Related to the Display of Licenses.**

Agenda

County of Inyo Board of Equalization

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

NOTICE TO THE PUBLIC: This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

November 29, 2022

8:30 A.M.

1. **MINUTES** – Request Board approve the minutes of the October 25, 2022 Board of Equalization meeting.
2. **OATHS** – The Assistant Clerk of the Board will administer oaths to all parties planning to provide testimony during today's proceedings, as well as anyone who will give evidence during the assessment appeal hearing.
3. **STIPULATION AGREEMENTS** – Request Board consider the stipulation agreements for the following:
 - Assessment Appeal No. 2020-02, concerning Assessor Parcel No. 0412800700 and submitted by Xanterra Parks & Resorts; and
 - Assessment Appeal No. 2020-04, concerning Assessor Parcel No. 0412800200 and submitted by Xanterra Parks & Resorts
4. **CONTINUED ASSESSMENT APPEAL HEARING** to consider Assessment Appeal Nos. 2020-02, 2020-03, 2020-04, 2020-05, 2020-20, and 2020-21, concerning Assessor Parcel Nos. 0412800700 and 0412800200, submitted by Xanterra Parks & Resorts, Inc.
5. **ADJOURN**



County of Inyo

Clerk of the Board

CONSENT - ACTION REQUIRED

MEETING: November 29, 2022

FROM: Assistant Clerk of the Board

SUBJECT: Fish & Wildlife Commission Appointment

RECOMMENDED ACTION:

Request Board: A) appoint Mr. Jared Smith to an unexpired four-year term on the Inyo Fish & Wildlife Commission ending October 6, 2022; and B) authorize staff to advertise the vacancy in the alternate position created by this appointment.

SUMMARY/JUSTIFICATION:

Longtime Fish and Wildlife Commissioner John Frederickson resigned from the commission earlier this year. Per your Board's policy, the vacancy was publicly noticed and one request to fill the vacancy was received - from Jared Smith, who currently serves as an alternate on the commission. Should your Board appoint Mr. Smith to finish out the term vacated by Mr. Frederickson, staff will need to then advertise for a vacant alternate position.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may decline to appoint Mr. Smith, or decide not to advertise any resulting vacancies.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

1. Jared Smith - Fish & Wildlife Commission (Regular Position)

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 11/16/2022
Final Approval - 11/16/2022

Jared Smith
Parchers Resort
5001 South Lake Road
Bishop, CA 93514

RECEIVED

OCT 27 2022

Inyo County Administrator
Clerk of the Board



October 27, 2022

Inyo County Board of Supervisors
P. O. Drawer N
Independence, CA 93526

Gentlemen:

Please accept my request for appointment to the Inyo Fish and Wildlife Commission. As the current Alternate Member on the Commission, I have had the pleasure of working with the Commission on recommendations to the Board of Supervisors on the use of Fish and Game Fine funds that have and will continue to preserve and protect the wildlife resources of the County for the benefit of our residents and visitors alike.

I would like to continue to serve on the Commission as a Member and respectfully request appointment to complete the current vacancy that was created as a result of Mr. Fredrickson's resignation. Your consideration of my request is gratefully appreciated.

Sincerely,

Jared Smith

Jared Smith



County of Inyo



Clerk-Recorder

CONSENT - ACTION REQUIRED

MEETING: November 29, 2022

FROM: Danielle Sexton

SUBJECT: Statement of All Votes Cast

RECOMMENDED ACTION:

Request Board declare elected those persons for each election under the County's jurisdiction, and declare the results of each election under its jurisdiction as to each measure voted on at the election, based on the certified results as required by law and as specified in the Statement of All Votes Cast for the Statewide General Election held on November 8, 2022.

SUMMARY/JUSTIFICATION:

"The elections official shall prepare a certified statement of the results of the election and submit it to the governing body within 30 days of the election..." (Elections Code Section 15372). The results of the election are not yet finalized at the time of creating this agenda item, but will be presented at or before this Board meeting.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board alternatively may choose not to issue an order to accept the Statement of All Votes Cast, which would be contradictory to Elections Code Section 15400.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

APPROVALS:

Danielle Sexton
Darcy Ellis
Danielle Sexton
John Vallejo

Created/Initiated - 11/14/2022
Approved - 11/14/2022
Approved - 11/18/2022
Final Approval - 11/18/2022



County of Inyo



County Administrator - Economic Development

CONSENT - ACTION REQUIRED

MEETING: November 29, 2022

FROM: Meaghan McCamman

SUBJECT: Purchase of Real Property

RECOMMENDED ACTION:

Request Board: A) ratify the agreement between the County of Inyo and the Carl Shrawder Trust for the purchase of real property located at 605 S. Main Street, Lone Pine, CA, 93545; and B) certify the purchase is exempt pursuant to section 15061(b)(3), the Common Sense Rule, of the California Environmental Quality Act (CEQA) and direct staff to file the Notice of Exemption.

SUMMARY/JUSTIFICATION:

Housing growth has been minimal in Inyo County over the last several years. A lack of private land available for new development coupled with the County's popularity for vacation homes and investment properties has led to a housing availability and affordability crisis for residents who live and work here. The community of Lone Pine has been particularly impacted and was identified as a priority area for housing growth in Inyo County's 2021 Housing Element Update.

Very rarely does private property suitable for multifamily housing development become available in Lone Pine. In early November, the County was alerted that a few parcels of land would soon be put on the market - including the .40 acre vacant lot at 605 S. Main Street. The County submitted, and the seller accepted, a non-binding offer to purchase the land for \$160,000, subject to a series of contingencies that allow the County to withdraw the offer within the due diligence period. County staff is in the process of conducting extensive due diligence on the lot, including ascertaining the availability of nearby utilities, access and right-of-way. The lot is zoned Central Business District (CBD) allowing the lot to be used for a variety of commercial, residential, or mixed-use development with a maximum of 24 dwelling units per acre. It is the County's intention to partner with a developer to ensure that the lot's development plan is consistent with Lone Pine's housing needs and the local vision for downtown Main Street development. Assuming the County's due diligence does not result in the withdrawal of the offer, escrow will close January 12, 2023.

As it relates to the CEQA findings, the Project consists of purchasing a highly disturbed vacant lot denuded of all vegetation, and potentially connecting it to basic utilities to facilitate future development of the property in a manner consistent with its current zoning. Staff recommends your Board find this project to be exempt under CEQA per section 15061(b)(3) the Common Sense Rule as no development or increases in allowed density will occur and no new uses will be allowed based on the purchase approval.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board of Supervisors could decide not to move forward with the purchase agreement. The County is not at risk in this instance, as the purchase agreement was contingent upon approval of the Board of Supervisors at the November 29, 2022 meeting.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is sufficient funding in the CAO - Economic Development Budget (010202) in the Land object code (5600).

ATTACHMENTS:

1. 605 N. Main, Lone Pine Vacant Land Purchase Agreement

APPROVALS:

John Vallejo	Created/Initiated - 11/16/2022
Meaghan McCamman	Approved - 11/18/2022
John Vallejo	Approved - 11/21/2022
Darcy Ellis	Approved - 11/21/2022
Amy Shepherd	Approved - 11/21/2022
Nate Greenberg	Final Approval - 11/22/2022



REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR BUYER REPRESENTATIVES) (C.A.R. Form RCSD-B, Revised 12/21)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

The disclosure in this form supersedes any Legally Authorized Signer representation or Representative Capacity Signature Disclosure made in the Agreement specified below or on separate form.

This is a disclosure to the Purchase Agreement, OR Buyer Representation Agreement, Assignment of Agreement Addendum, Other dated, for the property known as 605 S Main St, Lone Pine, CA 93545 between Bishop Real Estate and Inyo County

Buyer and Seller are referred to as the "Parties." If a trust, in the blank line above identify Buyer as the trustee(s) of the trust or by simplified trust name (e.g. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Buyer.

1. A. TRUST: (1) Assets used to acquire/lease the Property are held in trust pursuant to a trust document titled (Name of trust):

(2) The person(s) signing below is/are Sole/Co/ Successor Trustee(s) of the Trust.

B. ENTITY: Buyer is a Corporation, Limited Liability Company, Partnership Other: County Government which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf.

C. POWER OF ATTORNEY: Buyer ('Principal') has authorized the person(s) signing below ('Attorney-In-Fact', 'Power of Attorney' or 'POA') to act on his/her behalf pursuant to a General Attorney (Specific Power of Attorney for the Property), dated. This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.

D. ESTATE: (1) Buyer is a conservatorship, or guardianship identified by Superior Court Case name as, Case #

(2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Buyer's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Buyer: By Meaghan McCamman Date: 11/10/2022

(Sign Name of Trustee, Officer, Managing Member, Partner, or Attorney-in-Fact) (Print Representative Name) Title:

By Date: (Sign Name of Trustee, Officer, Managing Member, Partner or Attorney-in-Fact) (Print Representative Name) Title:

Acknowledgement of Receipt By Other Party:

AT TIME OF SALE Buyer and Carl Shrawder Trust ('Seller') are parties to a Purchase Agreement dated for property known as 605 S Main St, Lone Pine, CA 93545 Seller Carl F. Shrawden Trust, Rachelene Annington, TR Date 11/11/2022 Seller Date



AT TIME OF BUYER REPRESENTATION AGREEMENT

Buyer and Bishop Real Estate ("Buyer Broker") are parties to a Buyer Representation Agreement dated _____.

Real Estate Broker Bishop Real Estate

By Jake Rasmuson Date 11/10/2022

AT TIME OF ASSIGNMENT OF AGREEMENT

Buyer and Inyo County, the originally named buyer ("Assignor") are parties to an Assignment of Agreement Addendum dated _____.

Assignor and Carl Shrawder Trust ("Seller") are parties to a Purchase Agreement or

Other: _____, which is being assigned to Buyer.

Assignor Inyo County

By _____ Date _____

Seller Carl Shrawder Trust

By _____ Date _____

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020





SELLER (OR LANDLORD) NON-AGENCY AGREEMENT
(C.A.R. Form SNA, Revised 6/22)

(If Checked) This form is being provided in connection with a leasehold interest.

1. PARTIES AND PROPERTY:

- A. Carl Shrawder Trust ("Seller/Landlord") is the owner of real property described as 605 S Main St, Assessor's Parcel No. 005-146-07, situated in Lone Pine, County of Inyo, California ("Property").
- B. Inyo County ("Buyer/Tenant") has made, or is contemplating making, an offer to purchase/lease the Property.
- C. Bishop Real Estate ("Broker") is a California real estate licensee who represents Buyer/Tenant.
- D. (if checked) _____ ("Seller/Landlord's Broker") is a real estate licensee, other than Broker, who has entered into a written agreement with Seller/Landlord for the marketing and sale (or lease) of the Property.

- 2. NO REPRESENTATION OF SELLER/LANDLORD BY BROKER:** Seller/Landlord understands and agrees to the following:
- A. **Broker does NOT represent Seller/Landlord and Broker will NOT be Seller/Landlord's agent** during any negotiation or transaction that results between Buyer/Tenant and Seller/Landlord regarding the Property. All acts of Broker, even those that assist Seller/Landlord in entering into a transaction or performing or completing any of Seller/Landlord's contractual or legal obligations, are for the benefit of Buyer/Tenant exclusively. Any information that Seller/Landlord reveals to Broker may be conveyed to Buyer/Tenant.
 - B. **Broker does NOT represent Seller/Landlord and Broker will NOT be Seller/Landlord's agent** even though Broker may receive compensation, directly or indirectly, from Seller/Landlord.
 - C. **Broker does NOT represent Seller/Landlord and Broker will NOT be Seller/Landlord's agent** even though Broker may provide Seller/Landlord forms describing agency relationships as required by law or otherwise.

- 3. REPRESENTATION OF SELLER/LANDLORD BY OTHERS: (check box that applies)**
- Seller/Landlord is represented by Listing Broker. Any questions that Seller/Landlord may have regarding the scope of that representation should be directed to Seller/Landlord's Broker.
 - Seller/Landlord is not at this time represented by another broker. Seller/Landlord has the right to enter into an agency relationship with a real estate licensee, other than Broker, at any time during any negotiation or transaction regarding the Property.

- 4. REPRESENTATION OF BUYER/TENANT BY BROKER:** Broker will act as the agent of Buyer/Tenant exclusively during any negotiation or transaction regarding the Property.
- 5. BROKER COMPENSATION:** Broker, either directly or through escrow, will receive compensation in the transaction as follows: **(Check all boxes that apply)**
- From Seller/Landlord, pursuant to a separate written agreement between Seller/Landlord and Broker.
 - From Seller/Landlord's Broker, pursuant to a Multiple Listing Service or separate agreement between Seller/Landlord's Broker and Broker.
 - From Buyer/Tenant.

6. STATUTORY AGENCY COMPLIANCE (Applies to sales and leases over one year.): Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or at the same time as Buyer's and Seller's execution of a purchase agreement.

7. OTHER ADVICE: Seller/Landlord is advised to seek real estate, legal, tax, insurance, title and all other desired assistance from appropriate professionals.

8. ACKNOWLEDGMENT:

By signing below, Seller/Landlord acknowledges that Seller/Landlord has read, understands, accepts and has received a copy of this Agreement.

Seller Carl F. Shrawder Trust, Raehene Amington, TR Date 11/11/2022

Address _____ City _____ State _____ Zip _____

Telephone _____ E-mail _____

Buyer/Tenant's Brokerage (Firm) Bishop Real Estate

By (Agent) Jake Rasmuson Date 11/10/2022

Address 370 W Line St City Bishop State CA Zip 93514

Telephone (760) 873-4264 E-mail jake@bishoprealestate.com

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020





CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM No. 1 (C.A.R. Form ADM, Revised 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [] Residential Lease or Month-to-Month Rental Agreement, [] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [x] Other VLPA dated 11/10/2022, on property known as 605 S Main St Lone Pine CA 93545 ("Property/Premises"), in which Inyo County is referred to as ("Buyer/Tenant") and Carl Shrawder Trust is referred to as ("Seller/Landlord"). Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

Purchase contingent upon Inyo County Board of Supervisors approval of the contract on 11/29/22. Purchase contingent upon no legal action being filed against Inyo County within 35 days following the County's filing of a notice of exemption under CEQA, which 35-day period is expected to run through 01/04/2023.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant Meaghan McCamman Inyo County Date 11/10/2022

Buyer/Tenant _____ Date _____

Seller/Landlord Carl F. Shrawder Trust, Raelene Annington, TR Carl Shrawder Trust Date 11/11/2022

Seller/Landlord _____ Date _____

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC, a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®, 525 South Virgil Avenue, Los Angeles, California 90020





DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (As required by the Civil Code) (C.A.R. Form AD, Revised 12/21)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l). When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller. To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer. To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer. (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

Buyer/Seller/Landlord/Tenant Meaghan McCamman Inyo County Date 11/10/2022

Buyer/Seller/Landlord/Tenant Date

Agent Bishop Real Estate DRE Lic. # 01050199

By Jake Rasmuson Real Estate Broker (Firm) DRE Lic. # 01401464 Date 11/10/2022 (Salesperson or Broker-Associate, if any) Jake Rasmuson



CIVIL CODE SECTIONS 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
Seller's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
Buyer's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller.

(b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c)

"Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered.

(d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

AD REVISED 12/21 (PAGE 2 OF 2)



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)



FAIR HOUSING AND DISCRIMINATION ADVISORY
(C.A.R. Form FHDA, Revised 6/22)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT (“FHA”)** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT (“FEHA”)** California Government Code (“GC”) §§ 12900-12996, 12955; 2 California Code of Regulations (“CCR”) §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT (“Unruh”)** California Civil Code (“CC”) § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT (“ADA”)** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person’s belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code (“B&PC”) § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee’s real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.

7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.

- Sellers
- Real estate licensees
- Mobilehome parks
- Insurance companies
- Landlords
- Real estate brokerage firms
- Homeowners Associations (“HOAs”);
- Government housing services
- Sublessors
- Property managers
- Banks and Mortgage lenders
- Appraisers

8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**

- A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
- B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant’s ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children’s safety.

9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**

- A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person’s protected status;
- B. Refusing or failing to show, rent, sell or finance housing; “channeling” or “steering” a prospective buyer or tenant to or away from a particular area due to that person’s protected status or because of the racial, religious or ethnic composition of the neighborhood;
- C. “Blockbusting” or causing “panic selling” by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
- D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheelchair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/ neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://www.dfeh.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii) no discriminatory advertising is used**, and **(iii) the owner owns no more than three single-family residences**. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant Meaghan McCamman Inyo County Date 11/10/2022

Buyer/Tenant _____ Date _____

Seller/Landlord Carl F. Shrawden Trust, Raelene Annington, TR **Carl Shrawder Trust** Date 11/11/2022

Seller/Landlord _____ Date _____

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

FHDA REVISED 6/22 (PAGE 2 OF 2)





POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT (C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller Carl F. Shrawden Trust, Raelene Amington, TR Carl Shrawder Trust Date 11/11/2022

Buyer Meaghan McCamman Inyo County Date 11/10/2022

Buyer's Brokerage Firm Bishop Real Estate DRE Lic # 01050199 By Jake Rasmuson Jake Rasmuson DRE Lic # 01401464 Date 11/10/2022

Seller's Brokerage Firm N/A DRE Lic # By N/A DRE Lic # Date

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC, a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020





WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 12/21)

Property Address: 605 S Main St, Lone Pine, CA 93545 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant Meghan McCamman Inyo County Date 11/10/2022

Buyer/Tenant _____ Date _____

Seller/Landlord Carl F. Shrawder Trust, Raekene Amington, TR Carl Shrawder Trust Date 11/11/2022

Seller/Landlord _____ Date _____

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC, a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®, 525 South Virgil Avenue, Los Angeles, California 90020





VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM VLPA, Revised 6/22)

Date Prepared: 11/10/2022

1. OFFER:

- A. THIS IS AN OFFER FROM Inyo County ("Buyer").
 Individual(s), A Corporation, A Partnership, An LLC, Other County Government
- B. THE PROPERTY to be acquired is 605 S Main St, situated in Lone Pine (City), Inyo (County), California, 93545 (Zip Code), Assessor's Parcel No(s). 005-146-07 ("Property").
 Further Described As _____
 (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. CONFIRMATION: The following agency relationships are here confirmed for this transaction.
 Seller's Brokerage Firm N/A License Number _____
 Is the broker of (check one): the Seller; or both the Buyer and Seller (Dual Agent).
 Seller's Agent N/A License Number _____
 Is (check one): the Seller's Agent (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
 Buyer's Brokerage Firm Bishop Real Estate License Number 01050199
 Is the broker of (check one): the Buyer; or both the Buyer and Seller (Dual Agent).
 Buyer's Agent Jake Rasmuson License Number 01401464
 Is (check one): the Buyer's Agent (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
- C. More than one Brokerage represents Seller, Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
- D. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 16 pages. The Parties are advised to read all 16 pages.

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms	
A	5, 5B	Purchase Price	\$ 160,000.00	<input checked="" type="checkbox"/> All Cash
B		Close Of Escrow (COE)	____ Days after Acceptance OR on 01/12/2023 (date) (mm/dd/yyyy)	
C	39A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or _____ (date) at 5PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
D(1)	5A(1)	Initial Deposit Amount	\$ 5,000.00 (____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or ____) business days after Acceptance by wire transfer OR <input type="checkbox"/> _____
D(2)	5A(2)	<input type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$ _____ (____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> _____
E(1)	5C(1)	Loan Amount(s): First Interest Rate Points	\$ _____ (____% of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate, not to exceed ____% Buyer to pay zero points or up to ____% of the loan amount	Conventional or, if checked, <input type="checkbox"/> FHA <input type="checkbox"/> VA (CAR Forms FVAC, HID attached) <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	\$ _____ (____% of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate, not to exceed ____% Buyer to pay zero points or up to ____% of the loan amount	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(3)	7A	Occupancy Type	Investment, or if checked, <input type="checkbox"/> Primary <input type="checkbox"/> Secondary	
F	5D	Balance of Down Payment	\$ 155,000.00	
		PURCHASE PRICE TOTAL	\$ 160,000.00	



	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	<input type="checkbox"/> \$ _____ (_____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____
G(2)	ADDITIONAL FINANCE TERMS: _____			
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input checked="" type="checkbox"/> 3 (or <u>5</u>) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	<input type="checkbox"/> Prequalification <input type="checkbox"/> Preapproval <input type="checkbox"/> Fully underwritten preapproval
I	Intentionally Left Blank			
J	19	Final Verification of Condition	5 (or _____) Days prior to COE	
K	26	Assignment Request	17 (or _____) Days after Acceptance	
L	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	<input checked="" type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C	<input type="checkbox"/> Purchase of Manufactured Home Buyer has (or <input type="checkbox"/> has not) entered into contract to purchase a personal property manufactured home	17 (or _____) Days after Acceptance <input type="checkbox"/> Shall remain in effect until the Close Of Escrow of the Property	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8J. <input type="checkbox"/> CR attached
L(4)	8D	<input type="checkbox"/> Construction Loan Financing A draw from the construction loan will not (or <input type="checkbox"/> will) be used to finance the Property	17 (or _____) Days after Acceptance	
L(5)	8E, 15	Investigation of Property	17 (or <u>30</u>) Days after Acceptance	
		Informational Access to Property Buyer's right to access the Property for informational purposes only is NOT a contingency and does NOT create additional cancellation rights for Buyer.	17 (or _____) Days after Acceptance	
L(6)	8F, 17A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(7)	8G, 16A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance or 5 Days after receipt, whichever is later	
L(8)	8H, 11D	Common Interest Disclosures required by Civil Code § 4525 or this Agreement		
L(9)	8I, 9B(2)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(10)	8L	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached		
		Possession	Time for Performance	
M		Vacant Lot Delivery Property to be delivered subject to tenant rights, if any, except _____	Upon notice of recordation On COE Date	
		Documents/Fees/Compliance	Time for Performance	
N(1)	17A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after receipt	
N(3)	11D(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	35	Evidence of representative authority	3 Days after Acceptance	



O	Intentionally Left Blank				
P	Items Included and Excluded				
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked: <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____			
P(2)	9	Excluded Items: <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;			
Q	Allocation of Costs				
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms	
Q(1)	11E	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	<input checked="" type="checkbox"/> Environmental <input type="checkbox"/> Other _____ <input type="checkbox"/> Provided by: <u>First American</u>	
Q(2)	15B(1)(D)	Environmental Survey	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(3)		_____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(4)	22B	Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input checked="" type="checkbox"/> Each to pay their own fees		Escrow Holder: <u>Inyo Mono Title</u>
Q(5)	16	Owner's title insurance policy	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____		Title Company (If different from Escrow Holder): _____
Q(6)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.	
Q(7)		County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(8)		City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(9)	11D(2)	OA fee for preparing disclosures	Seller		
Q(10)		OA certification fee	Buyer		
Q(11)		OA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.	
Q(12)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____		
Q(13)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(14)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
R		Additional Tenancy Documents: <input type="checkbox"/> Income and Expense Statements <input type="checkbox"/> Tenant Estoppel Certificate			
S	OTHER TERMS: <u>See Addendum #1.</u>				

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
- Other _____

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Addendum # 1 (C.A.R. Form ADM) Short Sale Addendum (C.A.R. Form SSA)
- Back Up Offer Addendum (C.A.R. Form BUO) Court Confirmation Addendum (C.A.R. Form CCA)
- Assumed Financing Addendum (C.A.R. Form AFA)
- Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
- Buyer Intent to Exchange Addendum (C.A.R. Form BXA) Seller Intent to Exchange Addendum (C.A.R. Form SXA)
- Other CAR form SNA Other _____

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA)
- Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- Wire Fraud Advisory (C.A.R. Form WFA) Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
- (Parties may also receive a privacy disclosure from their own Agent.)
- Wildfire Disaster Advisory (C.A.R. Form WDFDA) Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- Trust Advisory (C.A.R. Form TA) Short Sale Information and Advisory (C.A.R. Form SSIA)
- REO Advisory (C.A.R. Form REO) Probate Advisory (C.A.R. Form PA)
- Other: _____ Other _____



5. **ADDITIONAL TERMS AFFECTING PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow Holder.
- A. DEPOSIT:**
- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
 - (2) **INCREASED DEPOSIT:** Increased deposit to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
 - (3) **RETENTION OF DEPOSIT: Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.**
- B. ALL CASH OFFER:** If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.
- C. LOAN(S):**
- (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(1)**.
 - (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(2)**.
 - (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
 - (4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.
- D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds)** to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
- E. LIMITS ON CREDITS TO BUYER:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then **(i)** the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and **(ii)** in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
6. **ADDITIONAL FINANCING TERMS:**
- A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.
- B. VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.
- C. BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
7. **CLOSING AND POSSESSION:**
- A. OCCUPANCY:** Buyer intends to occupy the Property as indicated in **paragraph 3E(3)**. Occupancy may impact available financing.
- B. CONDITION OF PROPERTY ON CLOSING:**
- (1) Unless Otherwise Agreed: **(i)** the Property shall be delivered "**As-Is**" in its PRESENT physical condition as of the date of Acceptance; **(ii)** the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and **(iii)** all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
 - (2) **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**
- C.** Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:**A. LOAN(S):**

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
- (3) Fair Appraisal Act: The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA).

C. MANUFACTURED HOME PURCHASE: If checked in **paragraph 3L(3)**, this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.**D. CONSTRUCTION LOAN FINANCING:** If checked in **paragraph 3L(4)**, this Agreement is contingent upon Buyer obtaining a construction loan.**E. INVESTIGATION OF PROPERTY:** This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.**F. REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review of Seller's documents required in **paragraph 17A**.**G. TITLE:**

- (1) This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

H. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11D** ("CI Disclosures").**I. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(2)**, is, as specified in **paragraph 3L(9)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(9)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.**J. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER:** Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.****K. REMOVAL OF CONTINGENCY OR CANCELLATION:**

- (1) **For any contingency specified in paragraph 3L or 8, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**
- (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after receipt of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
- (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

L. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(10)**.

9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
- (3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(2)**, and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
- (4) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in **paragraph 3N(1)**.
- (5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
- (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, all items specified in **paragraph 3P(2)** are excluded from the sale.

10. ALLOCATION OF COSTS FOR INSPECTIONS, REPORTS AND CERTIFICATES: Paragraphs 3Q(1-3) and (5) only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; **it does not determine who is to pay for any work recommended or identified in the Report. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).**

11. SELLER DISCLOSURES:

A. WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

B. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

C. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

D. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

- (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
- (2) If the Property is a condominium or is located in a planned development or other common interest development with a OA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee for the following items to the OA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; (v) the names and contact information of all OAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to OA or management company to pay for any of the above.

E. NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

- F. ADDITIONAL DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
- (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
 - (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295).
 - (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
 - (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6).
 - (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.
 - (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
 - (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
 - (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
 - (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements, or similar matters that may affect the Property.
 - (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
 - (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
 - (12) **EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.
 - (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
 - (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
 - (15) **SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
 - (16) **VIOLATION NOTICES:** Seller shall disclose any notice of violations of any Law filed or issued against the Property.
- G. MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in **paragraph 3N(1)**, Seller shall: **(i)** make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and **(ii)** promptly Deliver to Buyer any such notice obtained.
- H. KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact lender to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- I. SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in **paragraph 3N(1)**, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- J. SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- 12. TENANCY RELATED DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
- A. RENTAL/SERVICE AGREEMENTS:** **(i)** All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; **(ii)** A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
 - B. INCOME AND EXPENSE STATEMENTS:** If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
 - C. TENANT ESTOPPEL CERTIFICATES:** If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: **(i)** that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); **(ii)** that no lessor defaults exist; and **(iii)** stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
 - D. SELLER REPRESENTATIONS:** Unless otherwise disclosed under **paragraph 11, paragraph 12**, or under any disclosure Delivered to Buyer:
 - (1) Seller represents that Seller has no actual knowledge that any tenant(s): **(i)** has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; **(ii)** has any unsatisfied mechanics or materialman lien(s) affecting the Property; and **(iii)** is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
 - (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
 - (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.
- 13. CHANGES DURING ESCROW:**
- A.** Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph 13B**: **(i)** rent or lease any vacant unit or other part of the premises; **(ii)** alter, modify, or extend any existing rental or lease agreement; **(iii)** enter into, alter, modify, or extend any service contract(s); or **(iv)** change the status of the condition of the Property.

- B. (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change
 (2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
- 14. SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.
- 15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A.** Buyer shall, within the time specified in **paragraph 3L(5)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B.** Buyer Investigations include, but are not limited to:
- (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 - (A) A general inspection.
 - (B) An inspection for lead-based paint and other lead-based paint hazards.
 - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
 - (D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(5)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.
 - (E) Any other specific inspections of the physical condition of the land and improvements.
 - (2) All other Buyer Investigations, such as insurance, not specified above. See, Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) for more.
 - (3) A review of reports, disclosures or information prepared by or for Seller and Delivered to Buyer pursuant to **paragraphs 3, 11, 12, 13, 16A, and 17A**.
- C.** Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D.** Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(5)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(5)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
- E. Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
- F. BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING.**
- G. SIZE, LINES, ACCESS, AND BOUNDARIES:** Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- H. ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
- I. UTILITIES AND SERVICES:** Availability, costs, restrictions, and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage.
- J. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic, or otherwise), fungus or similar contaminant, materials, products, or conditions.

- K. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
 - L. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
 - M. **PROPERTY DAMAGE:** Major damage to the Property of any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.
 - N. **NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§ 51200-51295), Right to Farm Laws (Civil Code § 3482.5 and § 3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy, and cost of any speed-wired, wireless internet connections, or other telecommunications or other technology services and installations, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Owners' Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.
 - O. **COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
 - P. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community facilities Act or Improvement Bond Act of 1915.
 - Q. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of landlord to terminate a tenancy.
 - R. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
- 16. TITLE AND VESTING:**
- A. Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(5)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
 - B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
 - C. Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
 - D. Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
 - E. If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
 - F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
 - G. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
- 17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).**
- A. **SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B, 11A, 11D, 11E, 11F, 11G, 11H, 11I, 11J, 12A, 12B, 12C, 16A, 16D, and 35.**
 - B. **BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
 - (1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(2)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with **paragraph 11.**
 - (2) Buyer may, within the time specified in **paragraph 3L(5)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.



- (3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has **5 Days** after Delivery of any such items, or the times specified in **paragraph 3L**, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.
- (4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1)**.
- C. SELLER RIGHT TO CANCEL:**
- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; (iii) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; (iv) Deliver a letter as required by **paragraph 6B**; (v) In writing assume or accept leases or liens specified in **paragraph 8**; (vi) Cooperate with the title company's effort to comply with the GTO as required by **paragraph 16E**; (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 5A(2)** and **35**; (viii) Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 34**; or (ix) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
- D. BUYER RIGHT TO CANCEL:**
- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
- (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.
- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 17**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. EFFECT OF REMOVAL OF CONTINGENCIES:**
- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.
- G. DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.

- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow cancellation fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**
- 18. REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 19. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, OA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any OA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and OA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. **TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.
- 21. BROKERS AND AGENTS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- C. BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.
- 22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2), 5D, 5E, 11A, 11D(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.**
- B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or OA or OA management company or others any fee required by paragraphs 3, 8, 11, or elsewhere in this Agreement.**



- C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11A**.
- D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A and paragraph 3 of the Real Estate Brokers Section**. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1) and 5A(2)**. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.
23. **SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
25. **ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 37A**.
26. **ASSIGNMENT:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA).
27. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
28. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.
29. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
30. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.

31. **COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
32. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
- A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 - B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
 - C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
 - D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
 - F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
 - G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
 - H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
 - I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or legal holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or legal holiday ("Allowable Performance Day"), and ending at 11:59 pm. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed, the COE shall occur on the next day the Recorder's office in that County is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
 - J. **"Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.
 - K. **"Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
 - L. **"Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - M. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 39** or **paragraph 40**.
 - O. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
 - P. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - Q. **"Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
33. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
34. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**



35. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in paragraph 39 and 40 appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, as specified in paragraph 3N(4), evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

36. LIQUIDATED DAMAGES:

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials MM /

Seller's Initials CFS,RA /

37. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D.

38. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties, OR [] . The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
D. AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
E. NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials MM /

Seller's Initials CFS,RA /



39. OFFER

- A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in paragraph 3C, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. Seller has no obligation to respond to an offer made.
B. ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
(1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity:
(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 35 for additional terms.
(3) The name(s) of the Legally Authorized Signer(s) is/are:
(4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:

C. The VLPA has 16 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, Meaghan McCamman Date: 11/10/2022

Printed name of BUYER: Inyo County

Printed Name of Legally Authorized Signer: Title, if applicable,

(Signature) By, Date:

Printed name of BUYER:

Printed Name of Legally Authorized Signer: Title, if applicable,

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

40. ACCEPTANCE

A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below. Seller shall return and include the entire agreement with any response.

Seller Counter Offer (C.A.R. Form SCO or SMCO)

Back-Up Offer Addendum (C.A.R. Form BUO)

B. Entity Sellers: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity:

Carl Shrawder Trust

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 35 for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is/are: Raelene Arrington

(4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:

C. The VLPA has 16 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, Carl F. Shrawden Trust, Raelene Arrington, TR Date: 11/11/2022

Printed name of SELLER: Carl Shrawder Trust

Printed Name of Legally Authorized Signer: Title, if applicable,

(Signature) By, Date:

Printed name of SELLER:

Printed Name of Legally Authorized Signer: Title, if applicable,

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: Seller's Initials / No Counter Offer is being made. This offer was not accepted by Seller (date)



REAL ESTATE BROKERS SECTION:

- 1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. Cooperating Broker Compensation: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS.
4. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. Agents' Signatures and designated electronic delivery address:

A. Buyer's Brokerage Firm Bishop Real Estate Lic. # 01050199
By Jake Rasmuson Jake Rasmuson Lic. # 01401464 Date 11/10/2022
By _____ Lic. # _____ Date _____
More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es):

Email _____ Text # _____

Alternate: _____

if checked, Delivery shall be made to the alternate designated electronic delivery address only.

Address 370 W Line St City Bishop State CA Zip 93514

B. Seller's Brokerage Firm N/A Lic. # _____

By _____ N/A . Lic. # _____ Date _____

By _____ Lic. # _____ Date _____

More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent):

Email _____ Text # _____

Alternate: _____

if checked, Delivery shall be made to the alternate designated electronic delivery address only.

Address _____ City _____ State _____ Zip _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to paragraph 19 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

Department of Financial Protection and Innovation, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: _____ / _____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).
Broker or Designee Initials

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020





BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, 11/13)

Property Address: 605 S Main St, Lone Pine, CA 93545 ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

1. FINANCE: Financing the purchase of vacant land finance and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.

2. CONSTRUCTION COSTS: If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact directly any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.

3. UTILITIES: Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information form the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.

4. ENVIRONMENTAL SURVEY: Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the

Buyer's Initials MM / _____

Seller's Initials _____ / _____

© 2013, California Association of REALTORS®, Inc.

BVLIA 11/13 (PAGE 1 OF 2)



Property Address: 605 S Main St, Lone Pine, CA 93545 Date: 11/10/2022

property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

5. NATURAL HAZARDS REPORTS: Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.

6. SUBDIVISION OF THE PROPERTY: If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(x)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER Carl F. Shrawden Trust, Raelene Annington, TR Carl Shrawder Trust Date 11/11/2022

SELLER _____ Date _____

BUYER Meaghan McCamman Inyo County Date 11/10/2022

BUYER _____ Date _____

© 2013, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020





**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY,
DISCLOSURE AND NOTICE**
(C.A.R. Form CCPA, Revised 12/21)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) (“CCPA”) grants to California residents certain rights in their private, personal information (“PI”) that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, “opt out” or stop the transfer of your PI to others, and the right to request that the business delete your PI entirely. You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Also, even businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant Meaghan McCamman Inyo County Date 11/10/2022

Buyer/Seller/Landlord/Tenant _____ Date _____

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

CCPA REVISED 12/21 (PAGE 1 OF 1)





County of Inyo



County Administrator - Public Defender

CONSENT - ACTION REQUIRED

MEETING: November 29, 2022

FROM: Sue Dishion

SUBJECT: Approval of Public Defender Contract

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and Victoria Campbell, Esq. for the provision of indigent legal defense services in an amount not to exceed \$94,500 for the period of December 1, 2022 through June 30, 2023, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Due to the current public defender handling the felony contract giving notice he will terminate his agreement with the County, the County needs to retain the services of another attorney to provide this mandated service. This agreement covers the remainder of the fiscal year, with options to extend the agreement for additional years. Between now and June 30, 2023, the County intends to take a holistic look at the structure of our agreements with the public defender contracts and consider possible changes to create better stability and increase the efficiency of these contracts moving forward.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The County is mandated to provide indigent defense services. At this time there is not another option that will allow us to comply with that mandate.

OTHER AGENCY INVOLVEMENT:

District Attorney. Court.

FINANCING:

There is sufficient funding in the Public Defender Budget (022600) in the Professional Services object code (5265).

ATTACHMENTS:

1. Victoria Campbell Contract
2. Insurance Requirements

APPROVALS:

John Vallejo

John Vallejo

Darcy Ellis

Sue Dishion

Denelle Carrington

John Vallejo

Amy Shepherd

Created/Initiated - 11/15/2022

Approved - 11/18/2022

Approved - 11/18/2022

Approved - 11/18/2022

Approved - 11/18/2022

Approved - 11/18/2022

Final Approval - 11/18/2022

**AGREEMENT BETWEEN COUNTY OF INYO
AND VICTORIA CAMPBELL, ATTORNEY AT LAW,
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") requires professional services for the purpose of providing legal representation before the various courts, for certain qualified indigent persons who fall within any of the following classifications:

1. Criminal defendants brought before the Superior Courts of Inyo County on felony charges (hereinafter referred to as "Felony cases");
2. Criminal defendants brought before the Superior Courts of Inyo County on misdemeanor charges (hereinafter referred to as "Misdemeanor cases");
3. Minors brought before the Juvenile Court of Inyo County for proceedings under Welfare and Institutions Code Sections 601 and 602 (hereinafter referred to as "Delinquency cases");
4. Minors and/or parents brought before the Superior Court of Inyo County and/or appropriate Courts of Appeal for proceedings under Welfare and Institutions Code section 300 (hereinafter referred to as "Dependency cases");
5. Persons ordered to show cause before the Superior Court of Inyo County re contempt for alleged failure to pay child support or before said court in proceedings to establish paternity and support (hereinafter referred to as "Child Support cases");
6. Persons involuntarily detained by Inyo County for treatment and evaluation pursuant to sections 5150 and 5170 of the Welfare and Institutions Code, or for prolonged subsequent detention pursuant to Welfare and Institutions Code sections 5250, 5260, 5300, 5304 or 6500; or proposed L.P.S Conservatees and L.P.S. Conservatees brought before the Inyo County Superior Court and/or appropriate Courts of Appeal pursuant to sections 5350 or 5352.1 of the Welfare and Institutions Code; or persons brought before the Inyo County Superior Court and/or appropriate Courts of Appeal for post adjudication of criminal mental health status proceeding under Penal Code 1026 et. seq.; Children in proceedings to declare child free from parental custody and control (Family Code section 7861); or indigent parents in proceedings to declare child free from parental custody and control (Family Code section 7860); or indigent non-custodial parents in proceedings to terminate the parent's rights for willful failure to communicate and support (Family Code section 7860); or conservatees, proposed conservatees, or persons alleged to lack legal capacity or unable to retain legal counsel and requesting the appointment of counsel in proceedings to establish a conservatorship or appoint a proposed conservator, terminate conservatorship, remove the conservator, or obtain an order authorizing removal of a temporary conservatee from the temporary conservatee's place of residence (Probate Code section 1471), [hereinafter all referred to as "Mental Health cases"];
7. Patients for whom the Contractor is appointed the patients rights advocate pursuant to Welfare and Institutions Code Section 5520, by the Inyo County Mental Health Director (hereinafter referred to as "Patient Rights Advocate Cases");
8. Persons brought before the Inyo County Superior Court for determinations and commitments under Welfare and Institutions Code Section 6600 et seq. (hereinafter referred to as "Sexually Violent Predator cases");

9. Persons taking misdemeanor criminal appeals from the Inyo County Superior Court to the Appellate Division of the Superior Court of Inyo County (hereinafter referred to as "Misdemeanor Appeal cases");
10. Persons requiring Public Defender representation under the provisions of AB 109; and
11. Any other persons for whom the County is statutorily required to fund Public Defender services.

WHEREAS, the County has by contract divided performance of the required professional services described above between private attorneys retained as independent contractors ("Contract Public Defenders") to perform public defender services for the County. The purpose of said contracts for public defender services is to provide competent and effective legal representation to qualified indigent persons appearing before the various courts and to minimize the expenditure of County funds for the payment of court appointed private attorneys appearing *pro tempore* as public defenders, in cases where the Contract Public Defenders are unable to appear due to attorney-client and/or time conflicts of interest.

WHEREAS, the County has the need for **Victoria Campbell** (hereinafter referred to as "Contractor") to provide professional legal services as a Contract Public Defender for Inyo County (North and South).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter set forth, the County and Contractor agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, all of those services and work set forth in the Scope of Work, 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 the judges of the Superior Court of Inyo County. 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, as to the level or amount of services or work which will be requested or required of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to compensate Contractor, over and above that provided for in this Agreement, for the performance of any services or work required to be performed by Contractor under 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 professional 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 is for the period from December 1, 2022 to June 30, 2023. In addition, County shall have an option to extend the Agreement for additional one-year periods as follows:

- A. From July 1, 2023 through June 30, 2025.

County shall exercise such option by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof. The option to extend shall be upon the same terms and conditions stated in this Agreement.

3. CONSIDERATION.

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees, Attachment B, attached hereto and by reference incorporated herein, for the performance of the services and work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed travel expenses or per diem for any in-county travel performed by Contractor in providing services and work under this Agreement. County shall reimburse Contractor for Court authorized out-of-county travel expenses and per diem which Contractor incurs in providing work and services under this Agreement. Contractor shall on a case by case basis, and prior to incurring any out-of-County travel expenses or per diem, receive written authorization for Contractor to travel out-of-county on the case from the assigned judge. Properly authorized out-of-county travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for out-of-county travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by Contractor without the prior authorization of the assigned judge.

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 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 any public defender services provided. In addition, Contractor shall not, by virtue of this Agreement, be entitled 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. Billing and payment. County shall pay to Contractor the monthly payments set forth in the Schedule of Fees, Attachment B, without any billing or statement from Contractor. Within 30 days of Contractor incurring any authorized incidental, travel, or per diem expenses, Contractor shall submit a statement to the County. The statement will itemize each incidental, travel, or per diem expense and identify the date and case in which the expense was incurred. The statement will include a conformed copy of the court authorization for travel and/or incidental expenses and receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. County will make payment to Contractor for all authorized reimbursable expenses for which a statement is properly submitted, within 30 days of the County's receipt of such statement.

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.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. 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 the courts of Inyo County, other Inyo County Contract Public Defenders, other counsel, and parties, as necessary, to ensure that all services and work under this Agreement will be performed in a timely manner.

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. COUNTY PROVIDED SERVICES AND SUPPLIES.

County will provide Contractor with those services and supplies which are specifically identified in the Schedule of County Provided Services and Supplies, Attachment C, attached hereto and by reference incorporated herein. County incurs no obligation or requirement to reimburse or compensate Contractor if he/she for any reason either does not use the County provided services and supplies, or procures similar services and supplies from other sources.

7. COUNTY PROPERTY.

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.

8. 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 Contractor.

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except for the County Provided Services and Supplies provided for in Section 6 above, Contractor shall provide all such office space, supplies, equipment, vehicles, reference materials and books, postage, letterhead, stationery, secretarial services, receptionist services, legal assistant services, telephone services, duplicating services, and case storage facilities as are necessary to provide the work and services required of Contractor by 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 or services. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items or services not specifically set forth in the Schedule of Fees (Attachment B) as Incidental Expenses, is the sole responsibility and obligation of Contractor.

10. INSURANCE.

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

11. 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.

12. 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 cost which is caused in whole or in part by any act or omission of the Contractor, his/her 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.

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.

13. 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 files and records directly related to this Agreement, which are not otherwise legally privileged information, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor.

C. Workload Data. Contractor shall promptly provide to County any and all workload or case data, which is not otherwise legally privileged information upon the written request of either the County Administrator or the County Board of Supervisors.

14. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, his/her 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 his/her 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.

15. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (60) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (60) days written notice of such intent to cancel to County.

16. TERMINATION OF THIS AGREEMENT.

Upon the termination of this Agreement or any extension thereof, County shall pay Contractor such compensation due, if any, prorated to the date of termination; and Contractor shall deliver all active and inactive case files to the attorney or law office as the County Administrator shall designate in writing.

17. TERMINATION OF PREVIOUS AGREEMENT.

Contractor agrees that upon the execution of this Agreement by the parties hereto, any prior written Agreement for the provision of professional services as a Contract Public Defender for the County of Inyo shall be terminated, and the consideration for the continued representation of clients in the courts of the County of Inyo shall be subject to the terms and conditions of this Agreement as of the effective date of this Agreement. It is further understood between the parties hereto that there are no oral agreements or representations between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, and none thereof shall be used to interpret or construe this Agreement.

18. 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.

19. 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.

20. 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-eight (29) below.

21. 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.

22. CONFLICTS.

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Agreement. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Agreement. Additionally, Contractor, during the term of this Agreement agrees not to advise or represent any person,

corporation or entity with a claim or cause of action against the County of Inyo, its officers, agents, or employees.

23. POST AGREEMENT COVENANT.

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

24. 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.

25. 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-seven (27) (Amendment).

26. RENEGOTIATION.

Either the County or the Contractor may, upon sixty (60) days written notice, initiate renegotiation of the Scope of Work (Attachment A and A-1) and Schedule of Fees (Attachment B). If as a result of renegotiations, both parties agree to modify the Scope of Work and Schedule of Fees, such modification must comply with the requirements of paragraph twenty-seven (27) (Amendment).

27. 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.

28. 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>County Administrator</u> <u>224 North Edwards</u> <u>P.O. Drawer N</u> <u>Independence, CA 93526</u>	Department Street City and State
--	--

CONTRACTOR: <u>Victoria Campbell</u> <u>P.O. Box 1413</u> <u>Bishop, CA 93515</u>	Name Street City and State
--	----------------------------------

29. 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.

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Victoria L. Campbell
Signature

Dated: _____

Dated: 11/17/2022

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND VICTORIA CAMPBELL
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: DECEMBER 1, 2022 TO: JUNE 30, 2023

SCOPE OF WORK:

1. PRIMARY RESPONSIBILITIES.

A. **WARRANTY.** Contractor warrants that he/she has read and reviewed the contracts of all the other attorneys engaged by the County to provide professional services as public defenders (hereinafter referred to as "Contract Public Defenders") during the term of this Agreement. Such Agreements are by reference incorporated herein as though set forth in full. Contractor agrees and understands that he/she shall consult, confer, and agree with all the other Contract Public Defenders to, and shall provide legal representation and substitute handling and coverage of Contract Public Defender cases as required by the provisions below. Contractor agrees and understands that these provisions are of mutual benefit to Contractor and each of the other Contract Public Defenders, and does not entitle Contractor to any additional compensation under this Agreement.

B. DEFINITIONS.

1. "Attorney-Conflict of Interest" cases are those that would be within the primary responsibilities of another Contract Public Defender but for an attorney-client conflict of interest of that public defender. Attorney-client conflicts are those that are defined and recognized by applicable law.

2. "Time Conflict" cases are those that are within the primary responsibilities of another Contract Public Defender who is unable to fulfill his/her contractual duties to attend the courts and represent the clients in such cases for whatever reason including, but not limited to vacations, temporary illnesses, conflicting court calendars, or attendance at attorney education courses.

C. **ATTORNEY-CLIENT CONFLICT OF INTEREST CASES.** Except as may be provided in F. below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide legal representation for attorney-client conflict of interest cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement, attached hereto and by referenced incorporated herein.

D. **TIME CONFLICT CASES.** Except as may be provided in E and F below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide substitute handling and coverage of court calendars and legal representation in time conflict cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement.

E. **TIME CONFLICT CASES LIMITATION.** Contractor shall provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible but for whatever reason, the duties of such other Contract Public Defender cannot performed for a period of not more than thirty (30) consecutive calendar days.

F. **WAIVER.** The requirements for Contractor to handle attorney-client conflict of interest and time conflict cases as required by this Agreement may be waived by the County Administrator where extenuating demands are placed upon Contractor during his/her representation of the following:

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND VICTORIA CAMPBELL
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: DECEMBER 1, 2022 TO: JUNE 30, 2023

SCOPE OF WORK:

1. A defendant charged with a Felony;
2. A defendant charged with a capitol or other serious offense in which the death penalty or life imprisonment without possibility of parole is a possible sanction;
3. A minor, who, if charged and tried as an adult, may face the death penalty or life imprisonment without the possibility of parole;
4. A minor or parent(s) on a Writ arising out of a dependency case in which the Contractor represents such minor or parent(s).

G. DECLARATIONS FOR REIMBURSEMENT FOR PUBLIC DEFENDER FEES AND COSTS.

1. In the event Contractor seeks reimbursement for costs spent in defense pursuant to court Order, each invoice submitted for payment shall be accompanied by a declaration affirming the invoice represents a service provided in the defense of the matter from which the Order issued and shall be signed by the attorney seeking payment of the invoice. [See Attachment B "Schedule of Fees" paragraph 3.A.]
2. Pursuant to Penal Code section 987.8 Contractor shall prior to disposition or the final hearing file with the appointing court in each and every case in which Contractor appeared as a Contract Public Defender, the requisite form or forms declaring the amount of time expended on the case by Contractor and any costs incurred in connection with Contractor's representation of the client, including but not limited to any expert or investigative fees and costs, to facilitate reimbursement hearings.
3. Contractor shall provide needed documentation required by the reviewing court to support the value of all public defender services for which reimbursement is sought pursuant to Penal Code section 987.8 or any other provision of law providing for the reimbursement to the County for the cost of public defender services.
4. Contractor shall provide the County copies of any forms or declarations provided to the court under this section in electronic format and at intervals specified by the County.

H. MONTHLY CASE REPORTING OF HOURS AND COSTS. Contractor shall provide monthly reports specifying the total hours and costs expended by Contractor for each specific category of cases on which the Contractor provides services under the terms of this Agreement. [See Introduction paragraphs 1-11.] County may provide Contractor the format for such reports, which shall be transmitted in electronic format. County is not requesting, nor shall Contractor provide, information which is protected by the attorney/client privilege or other confidentiality laws.

ATTACHMENT A-1

**AGREEMENT BETWEEN COUNTY OF INYO
AND VICTORIA CAMPBELL
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: DECEMBER 1, 2022 TO: JUNE 30, 2023

COVERAGE TABLE:

During the period of this Agreement, Contractor shall provide public defender services as set forth below:

Primary Obligations:

First Priority:	Felony Appointments, North County
First Priority:	Sexually Violent Predator Cases
Second Priority:	1 st Conflict – North Misdemeanor
	2 nd Conflict – South Felonies
Third Priority:	Dependency – 4th

Secondary Obligations:

All other Conflict matters, including Delinquency, Dependency, Child Support, Mental Health and Conservatorship Cases, Patient Rights Advocate Cases, AB 109 Revocation Hearings and any other matter in which the County is obligated to provide public defender services.

Note: The Table listed above will be followed for the majority of the cases assigned to this Public Defender. However, a Judge, when assigning a case, will consider the experience, caseload, complexity of the case and prior representation of the same client, which may result in a Public Defender assigned a case out of the listed sequence. In addition, the County reserves the right to modify the conflicts coverage table as necessary to make consistent with other Public Defender contracts as they may be amended and as necessary to address legislative changes which may impact the County's obligation to provide Public Defender services.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND VICTORIA CAMPBELL
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: DECEMBER 1, 2022 TO: JUNE 30, 2023

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor on or before the first (1st) day of each month during the term of the Agreement, the amount set forth below as full and complete compensation for Contractor's performance of all of the work and services required to be performed during that month by Contractor:

A. From December 1, 2022 through June 30, 2023: \$162,000 annual / \$13,500 per mo.

For a total amount not to exceed \$94,500

Any extension of the term shall increase the not to exceed amount by the corresponding monthly amount on a pro-rated basis.

2. TIME CONFLICT LIMITATION AND COMPENSATION:

A. In addition to the compensation set out in Section 1 above, if Contractor is required to provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible, but for whatever reason the duties of such other Contract Public Defender have not been performed or provided for more than thirty (30) consecutive calendar days, the Contractor is entitled to the rate of \$75.00 per hour for those time conflict cases.

B. Any requests for compensation under this section shall be submitted monthly to the County Administrative Officer for review and payment. The request shall include the case name and number, the hours worked, a brief description of services provided, the Contract Public Defender or former Contract Public Defender subject to the time conflict, and any other information requested by the County. Contractor shall be paid within 30 days of receipt of the request for payment.

3. INCIDENTAL EXPENSES:

A. County will reimburse Contractor in accordance with the provisions of Section 3. "Consideration," paragraphs C and F of this Agreement, for the actual cost of authorized professional services required to provide an adequate and competent defense and representation of a person which Contractor is required by this Agreement to represent. Professional services shall include, but not be limited to, investigators, photographers, accident reconstruction experts, chemists, criminalists, psychologists, psychiatrists, physicians, and other legal counsel with specialized expertise. Contractor shall on a case by case basis, and prior to incurring any expense for professional services, received written authorization for Contractor to engage the providers of specific professional services from the Judge assigned to the case. Such authorization shall specifically approve engaging each provider of professional services as well as the amount of any fees, costs, and other expenses for such services. County reserves the right to deny reimbursement to Contractor for the expenses of professional services which are either in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge. [See Attachment A "Scope of Work" paragraph G.1.]

ATTACHMENT B - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND VICTORIA CAMPBELL
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: DECEMBER 1, 2022 TO: JUNE 30, 2023

SCHEDULE OF FEES:

B. County will reimburse Contractor in accordance with the provisions of Terms and Conditions, "Consideration," Sections 3C. and 3F. of this Agreement, for the actual cost of authorized document photocopying which is in excess of 5,000 pages in any single case, and which is required to provide an adequate and competent defense and representation of a person whom Contractor is required by this Agreement to represent. Contractor shall on a case by case basis, and prior to incurring any expense for reimbursable photocopying, provide documentation to the County that Contractor has at his/her own expense made 5,000 copies of documents in a single case, and received written authorization for Contractor to incur reimbursable photocopying expenses from the Judge assigned to the case. Such authorization shall specifically approve incurring expenses for photocopies in excess of 5,000 pages, shall set forth the number of additional pages authorized to be copied, and the authorized cost of such copying. County reserves the right to deny reimbursement to Contractor for copying expenses which are in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge, or which were incurred by the Contractor in making the first 5,000 photocopy pages in any single case.

C. Contractors providing public defender services for cases arising under WIC section 300 ("dependency" cases), will have their compensation set forth in this Attachment B Section 1 reduced in the event the Court reduces or eliminates its contribution toward the cost of such public defender services, or either the Court or County otherwise terminates its agreement regarding the provision of these services:

- i. The reduction will be calculated based on the Contractor's ratio of dependency related cases to the total number of dependency related cases for which public defender services were provided as reported on the Contract Public Defender's immediate prior Monthly Case Report submitted under Section H of Attachment A, and applied to the amount that dependency funding is reduced by the Court.
- ii. In the event of termination of representation in dependency related cases, Contractor shall continue to be responsible for performing all other services set forth in this Agreement in Attachment A-1, with the exception of the representation of parties in matters arising under WIC section 300.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND VICTORIA CAMPBELL
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: DECEMBER 1, 2022 TO: JUNE 30, 2023

SCHEDULE OF COUNTY PROVIDED SERVICES AND SUPPLIES:

1. County will set up a Centrix phone line in Contractor's office for Contractor's use in providing the services and work required under this Agreement. County will pay the reasonable cost of installing this phone line in Contractor's Office. However, Contractor will pay the monthly cost of this phone line plus the cost of any calls or other services billed to this line.
2. County will provide Contractor with reasonable access to County's copying facilities for duplicating documents, and FAX facilities for transmitting documents necessary to perform the work and services required under this Agreement. Contractor will promptly pay to County the County's actual cost of providing such copying and FAX services and facilities to Contractor.
3. It is Contractor's obligation to maintain his/her files arising from the provision of public defender services under this Agreement for such time as required by law, the California Rules of Court or local rule. In keeping with this obligation Contractor shall maintain an electronic record retention program for each case in which the Contractor appears under this contract identifying for each case file the type of case (i.e. misdemeanor, felony, juvenile dependency, juvenile delinquency, conservatorship etc.), and the year when the individual case is closed by Contractor.
4. In the event of termination of this Agreement, Contractor agrees to direct all active pending files to that attorney or law firm which has agreed to assume representation of the client in each case and to retain any electronic records of closed files for such time as is set by law. It is the Contractor's obligation to personally maintain any closed files or to arrange for the proper handling of those files, in the event Contractor is no longer able to do so.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND VICTORIA CAMPBELL
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: DECEMBER 1, 2022 TO: JUNE 30, 2023

FORM W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT E

**AGREEMENT BETWEEN COUNTY OF INYO
AND VICTORIA CAMPBELL
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: DECEMBER 1, 2022 TO: JUNE 30, 2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2022 Insurance Requirements for Professional Services – Other Legal

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:

1. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate.
2. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For contracts involving one-on-one work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage is required with limits no less than those listed in this paragraph for other types of loss.
3. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.*
4. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *Provision may be waived with signed letter on contractor's letterhead certifying that contractor has no employees.*

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:

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).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and 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

Attachment C: 2022 Insurance Requirements for Professional Services – Other Legal

County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

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

Attachment C: 2022 Insurance Requirements for Professional Services – Other Legal

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and 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 and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. 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. 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.

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.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

County Counsel

CONSENT - ACTION REQUIRED

MEETING: November 29, 2022

FROM: County Counsel

SUBJECT: Findings Pursuant to AB 361 Authorizing Remote Board of Supervisors Meeting

RECOMMENDED ACTION:

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

SUMMARY/JUSTIFICATION:

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

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

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. AB 361 Public Meeting Recommendations

APPROVALS:

Darcy Ellis
John Vallejo

Created/Initiated - 11/16/2022
Final Approval - 11/17/2022



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

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

Marilyn Mann, Director
mmann@inyocounty.us

Date: September 23, 2021

To: Inyo County Local Agency Governing Bodies

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

Re: Continued Recommendation Re Social Distancing and Remote Meetings

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

This recommendation will remain in place until further notice.

Dr. James A. Richardson
Inyo County Health Officer



County of Inyo



Health & Human Services - Health/Prevention

CONSENT - ACTION REQUIRED

MEETING: November 29, 2022

FROM: Taylor Hartshorn

SUBJECT: Contract between the County of Inyo and California Department of Public Health for Emergency Preparedness

RECOMMENDED ACTION:

Request Board ratify and approve Standard Agreement #22-10650 between the County of Inyo and California Department of Public Health for the provision of Local Public Health Emergency Preparedness, in an amount not to exceed \$1,696,173 for the period of July 1, 2022, through June 30, 2027, contingent upon Board's approval of future budgets, and authorize the HHS Director to sign the agreement and all associated paperwork.

SUMMARY/JUSTIFICATION:

This contract was received from the CDPH on October 13, 2022 and the routing process was initiated upon receipt. This grant consists of three separate plans and budgets. One is the Centers for Disease Control and Prevention Public Health Emergency Preparedness Program (PHEP) Base Allocation each year \$119,635.00; the second is the State General Fund Pandemic Influenza Planning Base Allocation each year \$60,611.00; and the third is the Hospital Preparedness Program (HPP) Base Allocation each year \$122,675.00. This contract also includes approximately \$181,568 in carry-over funds from FY 2021-2022 from PHEP and HPP that were not spent due to staff vacancies. We are waiting for direction from the State on how those funds can be reallocated.

Public Health emergency preparedness funding has been available through the State of California Emergency Preparedness Office for the past sixteen years to provide local disaster planning and preparedness and hospital and EMS preparedness. It is also the sixteenth year for pandemic influenza funding.

The Public Health Emergency Preparedness funding supports ongoing work with local hospitals, volunteer Fire/EMS departments, and other organizations in public health and medical emergency preparedness and response, including training and coalition building, facilitating countywide participation in the Annual Statewide Medical and Health Disaster Exercise, continuing to update and distribute the Access & Functional Needs database, and continuing to grow and utilize the Disaster Healthcare Volunteer Program.

The funds the county will receive will not be used to supplant existing funding and will be spent according to the budget approved by the CDPH. The signed certificate assures the CDPH that the funds were not supplanted for Emergency Preparedness expenditures; that reports concerning the funds are accurate; and the funds were placed in the trust fund and used only according to the County Emergency Preparedness Plan and Budget.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not signing this agreement would disallow Inyo County from accepting the funds for Public Health Emergency Preparedness.

OTHER AGENCY INVOLVEMENT:

Emergency Operations Coordinator, Inyo County Sheriff, Inyo County Environmental Health, Northern Inyo and Southern Inyo Hospitals, local pharmacists, fire departments, ambulance providers, and medical providers.

FINANCING:

State and Federal funding. PHEP and HPP funds are brought into individual trust accounts as required by CDPH (105102 & 105103) and later transferred into the Health budget to reimburse for reported expenditures. Pan Flu funds will be brought into the Health budget (045100) as revenue as reported on the reimbursement requests submitted to the State. No County General Funds.

ATTACHMENTS:

1. County of Inyo Agreement
2. Exhibit A Scope of Work
3. Exhibit B Attachment 1
4. Exhibit B Budget Detail and Payment Provisions
5. Exhibit C Standard Grant Conditions
6. Exhibit D
7. Exhibit E Additional Provisions
8. Exhibit F FTC

APPROVALS:

Taylor Hartshorn	Created/Initiated - 11/1/2022
Darcy Ellis	Approved - 11/1/2022
Marilyn Mann	Approved - 11/15/2022
Melissa Best-Baker	Approved - 11/15/2022
John Vallejo	Approved - 11/15/2022
Amy Shepherd	Approved - 11/16/2022
Marilyn Mann	Final Approval - 11/16/2022

2022-23 to 2026-27 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, ASPR Hospital Preparedness Program (HPP) Funding

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Inyo, hereinafter “Grantee”

Implementing the CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, ASPR Hospital Preparedness Program (HPP),” hereinafter “Project”

GRANT AGREEMENT NUMBER 22-10650

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under the California Health and Safety Code, Sections 101315 to 101319.

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide funding for public health and medical emergency preparedness goals and objectives in accordance with the Centers for Disease Control and Prevention (CDC) #5NU90TP922005-04-00 Public Health Emergency Preparedness (PHEP), the Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program (HPP), State General Fund (GF) Pandemic Influenza, and CDPH guidance.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$1,696,173

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2022 and terminates on June 30, 2027. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2027.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: Inyo County Health and Human Services
Attention: Nathan Blair	Attention: Taylor Hartshorn
1615 Capital Avenue	1360 N. Main St., Suite 203-C
Sacramento, CA 95814	Bishop, CA 93514
(916) 650-6416	760-873-6181
nathan.blair@cdph.ca.gov	PHDeputyDirector@inyocounty.us

Direct all inquiries to the following representatives:

California Department of Public Health, Emergency Preparedness Office	Grantee: Inyo County Health and Human Services
Attention: Alix Cote	Attention: Taylor Hartshorn
1615 Capital Avenue	1360 N. Main St., Suite 203-C
Sacramento, 95814	Bishop, CA 93514
(916) 650-6416	760-873-6181
Edmund.kwong@cdph.ca.gov	PHDeputyDirector@inyocounty.us

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: Inyo County Health and Human Services
Attention: Melissa Best-Baker
PO Drawer H
Independence, CA 93526
760-878-0232
mbestbaker@inyocounty.us

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee

Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

- Exhibit A SCOPE OF WORK
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit B Attachment 1 Advance Payment Provisions
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D REQUEST FOR APPLICATIONS
Including all the requirements and attachments contained therein
- Exhibit E ADDITIONAL PROVISIONS
- Exhibit F FEDERAL TERMS AND CONDITIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.
Executed By:

Date: _____
County of Inyo
Marilyn Mann, Director
PO Drawer H
Independence, CA 93526

Date: _____
Jeannie Galarpe, Chief
Contracts Management Services Section
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

Exhibit A
Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 1: Foundation for Health Care and Medical Readiness

Objective: The community’s health care organizations and other stakeholders – coordinated through a sustainable Health Care Coalition – have strong relationships, identify hazards and risks, and prioritize and address gaps through planning, training, exercising, and managing resources.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Objective 1: Establish and operationalize a health care coalition (HCC) <input checked="" type="checkbox"/> Objective 2: Identify risk and needs <input checked="" type="checkbox"/> Objective 3: Develop a health care coalition preparedness plan <input checked="" type="checkbox"/> Objective 4: Train and prepare the health care and medical workforce <input checked="" type="checkbox"/> Objective 5: Ensure preparedness is sustainable	7/1/22 – 6/30/27	<ol style="list-style-type: none"> 1. Identify health care coalition members 2. Establish health care coalition governance 3. Assess hazard vulnerabilities and risks 4. Assess regional health care resources 5. Prioritize resource gaps and mitigation strategies 6. Assess community planning for children, pregnant women, seniors, individuals with access and functional needs, including people with disabilities, and others with unique needs 7. Engage clinicians 8. Engage community leaders 9. Promote sustainability of HCC 10. Promote role-appropriate NIMS implementation 11. Educate and train on identified preparedness and response gaps 12. Plan and conduct coordinated exercises with HCC members and other response organizations

Exhibit A
Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 2: Health Care and Medical Response Coordination

Objective: Health care organizations, the HCC, their jurisdiction(s), and the state's/jurisdiction's ESF-8 lead agency plan and collaborate to share and analyze information, manage and share resources, and coordinate strategies to deliver medical care to all populations during emergencies and planned events.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Objective 1: Develop and coordinate health care organization and health care coalition response plans <input checked="" type="checkbox"/> Objective 2: Utilize information sharing procedures and platforms <input checked="" type="checkbox"/> Objective 3: Coordinate response strategy, resources, and communications	7/1/22 – 6/30/27	<ol style="list-style-type: none"> 1. Develop a health care coalition response plan 2. Develop information sharing procedures 3. Communicate with the public during an emergency 4. Identify and coordinate resource needs during an emergency 5. Coordinate an incident action planning during an emergency 6. Communicate with health care providers, non-clinical staff, patients, and visitors during an emergency

Exhibit A
Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 3: Continuity of Health Care Service Delivery

Objective: Health care organizations, with support from the HCC and the state's/jurisdiction's ESF-8 lead agency, provide uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care infrastructure. Health care workers are well-trained, well-educated, and well-equipped to care for patients during emergencies. Simultaneous response and recovery operations result in a return to normal or, ideally, improved operations.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Objective 2: Plan for continuity of operations <input checked="" type="checkbox"/> Objective 3: Maintain access to non-personnel resources during an emergency <input checked="" type="checkbox"/> Objective 6: Plan for and coordinate health care evacuation and relocation <input checked="" type="checkbox"/> Objective 5: Protect responder safety and health	7/1/22 – 6/30/27	<ol style="list-style-type: none"> 1. Develop a health care organization continuity of operations plan 2. Assess supply chain integrity 3. Assess and address equipment, supply, and pharmaceutical requirements 4. Develop and implement evacuation and relocation plans 5. Distribute resources required to protect the health care workforce 6. Train and exercise to promote responder safety and health

Exhibit A
Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 4: Medical Surge

Objective: Health care organizations deliver timely and efficient care to their patients even when the demand for health care services exceeds available supply. The HCC, in collaboration with the state’s/jurisdiction’s ESF-8 lead agency, coordinates information and available resources for its members to maintain conventional surge response. When an emergency overwhelms the HCC’s collective resources, the HCC supports the health care delivery system’s transition to contingency and crisis surge response and promotes a timely return to conventional standards of care as soon as possible.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Objective 1: Plan for a medical surge <input checked="" type="checkbox"/> Objective 2: Respond to a medical surge	7/1/22 – 6/30/27	<ol style="list-style-type: none"> 1. Incorporate medical surge planning into a health care organization emergency operations plan 2. Incorporate medical surge into a health care coalition response plan 3. Implement emergency department and inpatient medical surge response 4. Develop an alternate care system 5. Provide pediatric care during a medical surge response 6. Provide surge management during a chemical or radiation emergency event 7. Provide burn care during a medical surge response 8. Enhance infections disease preparedness and surge response

Exhibit A
Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Domain 1: Strengthen Community Resilience

Objective: Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

Capabilities to Support the Domain	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Capability 1: Community preparedness <input checked="" type="checkbox"/> Capability 2: Community recovery	7/1/22 – 6/30/27	1. Determine the risks to the health of the jurisdiction 2. Ensure HPP coordination 3. Plan for the whole community 4. Focus on the tribal planning and engagement 5. Ensure emergency support function (ESF) cross-discipline coordination and partner and stakeholder collaboration 6. Strengthen and implement plans through training and exercising 7. Obtain public comment and input

PHEP Domain 2: Strengthen Incident Management

Objective: Incident management is the ability to activate, coordinate and manage health and medical emergency operations throughout all phases of an incident through use of a flexible and scalable incident command structure that is consistent with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

Capabilities to Support the Domain	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Capability 3: Emergency operations coordination	7/1/22 – 6/30/27	1. Activate and coordinate public health emergency operations

Exhibit A
Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Domain 3: Strengthen Information Management

Objective: Information management is the ability to develop and maintain systems and procedures that facilitate the communication of timely, accurate, and accessible information, alerts, and warnings using a whole community approach. It also includes the ability to exchange health information and situational awareness with federal, state, local, territorial, and tribal governments and partners.

Capabilities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Capability 4: Emergency public information and warning <input checked="" type="checkbox"/> Capability 6: Information sharing	7/1/22 – 6/30/27	1. Maintain situational awareness during incidents 2. Coordinate information sharing 3. Coordinate emergency information and warning

PHEP Domain 4: Strengthen Countermeasures and Mitigation

Objective: Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate nonpharmaceutical and responder safety and health measures during response to a public health incident.

Capabilities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Capability 8: Medical countermeasure dispensing and administration <input checked="" type="checkbox"/> Capability 9: Medical materiel management and distribution <input checked="" type="checkbox"/> Capability 11: Nonpharmaceutical interventions <input checked="" type="checkbox"/> Capability 14: Responder safety and health	7/1/22 – 6/30/27	1. Develop and exercise plans for MCM distribution, dispensing, and vaccine administration 2. Maintain preparedness plans based on risks 3. Participate in ORRs and self-assessment 4. Submit updated MCM action plans 5. Update local distribution site survey 6. Coordinate nonpharmaceutical interventions (NPIs) 7. Support the protection of responders' health and safety

Exhibit A
Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Domain 5: Strengthen Surge Management

Objective: Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

Capabilities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Capability 5: Fatality <input checked="" type="checkbox"/> Capability 7: Mass care <input checked="" type="checkbox"/> Capability 10: Medical surge <input checked="" type="checkbox"/> Capability 15: Volunteer management	7/1/22 – 6/30/27	<ol style="list-style-type: none"> 1. Coordinate activities to manage public health and medical surge 2. Coordinate with public health, health care, mental/behavioral health, and human services needs during mass care operations 3. Coordinate with partners to address public health needs during fatality management operations 4. Coordinate medical and other volunteers to support public health and medical surge 5. Support HPP medical surge planning

Exhibit A
Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Domain 6: Strengthen Biosurveillance

Objective: Biosurveillance is the ability to conduct rapid and accurate laboratory tests to identify biological, chemical, radiological, and nuclear agents; and the ability to identify, discover, locate, and monitor - through active and passive surveillance - threats, disease agents, incidents, outbreaks, and adverse events, and provide relevant information in a timely manner to stakeholders and the public.

Capabilities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Capability 12: Public health laboratory testing <input checked="" type="checkbox"/> Capability 13: Public health surveillance and epidemiological investigation	7/1/22 – 6/30/72	<ol style="list-style-type: none"> 1. Conduct epidemiological surveillance and investigation 2. Conduct laboratory testing

Exhibit A
Scope of Work
Pandemic Influenza Planning

Pandemic Influenza

Objective: Strengthen planning and response efforts in order to be prepared for an influenza Pandemic.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<p><input checked="" type="checkbox"/> Function 1: Update and/or maintain a local Pandemic Influenza plan</p> <p><input checked="" type="checkbox"/> Function 2: Maintain a surveillance system for reporting novel/variant influenza virus infections and influenza-associated deaths in children <18 years of age, and report data via electronic or fax during the regular influenza season.</p> <p><input checked="" type="checkbox"/> Function 3: Maintain the ability to conduct case-based surveillance for influenza as requested by CDC and/or CDPH. For example, all cases, hospitalizations, ICU admissions, or deaths, and report those cases via electronic means or fax during a pandemic.</p> <p><input checked="" type="checkbox"/> Function 4: Maintain the ability of the public health laboratory to type and subtype influenza A viruses and lineage type influenza B viruses (if the laboratory is capable of lineage type testing) for any cases tested for influenza by status of clinical severity (e.g., hospitalized ICU/severe cases, outpatients, and/or fatal cases) during both the regular influenza season and in a pandemic and report results to CDPH through established reporting mechanisms.</p> <p><input checked="" type="checkbox"/> Function 5: Submit influenza positive specimens to the CDPH Viral and Rickettsial Diseases Laboratory (VRDL) for antiviral resistance testing, as provided by CDPH's Immunization Branch, in accordance with the Association of Public Health Laboratories (APHL) Influenza Virologic Surveillance Right Size Roadmap.</p> <p><input checked="" type="checkbox"/> Function 6: Conduct active or passive monitoring for influenza-like illness among persons exposed to avian or novel influenza viruses (e.g., persons exposed to poultry or other animals infected with avian influenza on farms inside or outside of CA, persons exposed to humans with novel or variant influenza virus infections such as H7N9, H5N1, H3N2v, or H1N2v).</p> <p><input checked="" type="checkbox"/> Function 7: Conduct at least one mass vaccination clinic exercise and maximize attendance in order to test and evaluate the mass vaccination capability and capacity.</p> <p><input checked="" type="checkbox"/> Function 8: In conjunction with the immunization coordinator, support efforts to intensify seasonal flu vaccination efforts to enhance pandemic influenza preparedness.</p>	<p>7/1/22 – 6/30/27</p>	<ol style="list-style-type: none"> 1. Up-to-date written policies and procedures in place to ensure pandemic influenza readiness and response, including LHD collaborative efforts with local and state partners, effective administration and documentation of vaccines, guidelines for prioritizing lab testing and distribution of materials to partners, document vaccine administration in the immunization registry, and procedures for communication to promote vaccine and preventative measures. 2. Surveillance systems are maintained to ensure accurate and timely documentation of novel/variant influenza virus infections, influenza-associated deaths in children and/or case-specific data requested by state and federal partners. 3. Local public health laboratories maintain capability and capacity to type and subtype influenza viruses. 4. Updated written procedures in place for monitoring exposed persons exposed to avian or novel influenza viruses, including laboratory testing and ensuring regular communication of activities and outcomes to state partners. 5. Conduct a mass vaccination clinic and complete an After-Action Report/Improvement Plan (AAR/IP). 6. Implementation of processes for ensuring optimal utilization of influenza vaccines within local communities, including target populations such as persons with underlying medical conditions and/or school-aged children.

Exhibit B, Attachment 1
Advance Payment Provisions

1. Advance Payment Authority and Limitation

- A. Pursuant to Government Code Section 11019, CDPH may authorize one annual advance payment each state fiscal year in an amount not to exceed twenty-five percent (25%) of the Grantee's annual contract budget(s).
- B. If the funding is increased by amendment in any year, CDPH may authorize subsequent advance payments on those amounts provided said cumulative advances do not exceed twenty-five percent (25%) of the Grantee's annual contract budget.

2. Conditions for Receiving an Advance Payment

No advance payment shall be issued until:

- A. The Agreement has been approved and fully executed.
- B. The Grantee has met CDPH advance payment eligibility requirements and has submitted proof of eligibility as required by CDPH (i.e., proof of nonprofit status and need for advance funds).
- C. The Grantee has obtained a Commercial Blanket Fidelity Bond equal to or in excess of the amount of the advanced funds. The California Department of Public Health shall be the loss payee on said fidelity bond.
- D. The prior year advance payment issued by the funding program under this Agreement, if any, has been fully liquidated or repaid in full. At no time may the sum total of any advance payment exceed 25% percent of the total annual Agreement amount.

3. Separate Bank Account / Management of Funds

- A. Advanced funds received from CDPH must be deposited in an account:
 - 1) Managed by a bank or financial institution that is a member of the FDIC.
 - 2) That is interest bearing.
 - 3) Separate from other fund accounts of the Grantee.
- B. Grantee must forward one set of bank signature cards for this account to the CDPH Program Contract Manager assigned to this Agreement. One copy of any new signature cards must be forwarded to the CDPH Program Grantee Manager whenever changes are made to the persons named on the bank signature card within the term of the Agreement. The bank signature cards must:
 - 1) Be signed by one or more persons in the Grantee's organization who are authorized to withdraw funds.
 - 2) Indicate that Grantee withdrawals shall be by check only.

Grantee withdrawals do not require countersignature by CDPH.

Exhibit B, Attachment 1
Advance Payment Provisions

- 3) Indicate that CDPH withdrawals shall be accompanied by a written CDPH directive and be issued by check only and made payable to the California Department of Public Health.
 - a. Said written directive from CDPH shall indicate the Grantee is in default of its contractual obligations or indicate that cancellation or termination of the Agreement is imminent or has been initiated.
 - b. CDPH withdrawals do not require countersignature by the Grantee.
- C. The Grantee shall transmit to the CDPH Program Grant Manager a copy of an agreement letter from the bank or financial institution in which the bank account is established, clearly setting forth the special character of the account, the responsibilities of the bank thereunder, and whether or not the account is interest bearing. The agreement letter should, at a minimum, indicate:
 - 1) CDPH Agreement number,
 - 2) Name, address of bank or financial institution, and bank account number,
 - 3) If the bank or financial institution is a member of the FDIC,
 - 4) If the account is interest bearing,
 - 5) That the purpose of the account is to only to receive and disburse monies advanced to the Grantee by CDPH,
 - 6) Grantee shall only make withdrawals by check,
 - 7) Bank or financial institution agrees to take the following action upon receipt of a written directive from the California Department of Public Health indicating the Agreement has been or will be cancelled or terminated or that the Grantee is in default:
 - a. Withhold further withdrawals from the account by the Grantee and/or its designees, and
 - b. Allow CDPH designees, named within the directive, to withdraw any and all funds in the above referenced account by check made payable to the California Department of Public Health.
 - 8) Bank disclaimers if deemed appropriate such as the bank will not be responsible for withdrawals meeting the above criteria and/or subsequent use of those funds.
- D. Within thirty (30) calendar days of receiving an advance payment from CDPH, the Grantee must:
 - 1) Notify CDPH in writing that the advanced funds have been placed in an account meeting the requirements stipulated in paragraph 3.A. above.
 - 2) Submit copies of the account signature cards as indicated in paragraph 3.B. above.
 - 3) Submit an agreement letter from the bank or financial institution clearly setting forth the

Exhibit B, Attachment 1
Advance Payment Provisions

special character of the account as indicated in paragraph 3.C. above.

4. Fidelity Bond Requirements

- A. The Grantee must obtain a Commercial Blanket Fidelity Bond equal to the amount of the advanced funds.
- B. The California Department of Public Health shall be the loss payee.
- C. Said Bond shall be maintained until all advanced payments have been fully liquidated, offset, or repaid to CDPH.
- D. The Grantee shall submit proof of said documentation to CDPH, upon request.

5. Disbursement of Advanced Funds by CDPH

Advance payments issued by CDPH shall be made by check. Checks shall be payable to the Grantee as named on Agreement and shall be marked "For Deposit Only".

6. Use of Advanced Funds

Advanced funds shall be used solely for the purpose of making payments for allowable costs incurred under the terms and conditions of this Agreement.

7. Returning Interest Earned on Advanced Payments

- A. Any interest accrued from funds advanced under this Agreement shall be identified and returned to CDPH by or before:
 - 1) June 30th of the fiscal year in which the advance was issued, or
 - 2) Prior to the expiration or termination of said Agreement if the Agreement expires or is terminated prior to June 30th.
- B. Place the following information on the face of the interest warrant:
 - 1) CDPH agreement # _____
 - 2) Interest Earned on Advance Payment Account -- Fiscal Year ___/___.
- C. Label and address each interest warrant as follows:

California Department of Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

The State, at its discretion, may designate an alternate department name and/or invoice submission address. A change in the department name and/or invoice address shall be accomplished via a written notice to the Grantee by the State and shall not require an

Exhibit B, Attachment 1
Advance Payment Provisions

amendment to this Agreement.

8. Liquidation of Advanced Funds

A. Unless otherwise stipulated in this Agreement, advanced funds shall be liquidated:

- 1) No later than June 30th of the fiscal year in which the advance was issued, or
- 2) Prior to the expiration or termination date or at the time of termination if the Agreement expires or is terminated prior to June 30th,
- 3) According to the repayment schedule that is determined by CDPH and confirmed in writing to the Grantee.

B. If any advanced funds have not been liquidated upon completion or termination of this Agreement, the balance thereof shall be:

- 1) Promptly paid by the Grantee to CDPH upon demand, or
- 2) Deducted from any sum otherwise due to the Grantee from CDPH, or
- 3) Deducted from any sum that may become due to the Grantee from CDPH.

9. Return / Repayment of Advanced Funds

A. The Grantee may, at any time, repay all or any part of the Advanced Payment.

B. CDPH may, at any time, demand full repayment of any unliquidated balance. Upon receipt of such demand, The Grantee shall promptly repay the unliquidated balance.

10. Default Provisions

A. The State, without limiting any rights which it may otherwise have, may in its sole discretion, and upon written notice to the Grantee, withhold further payments under this Agreement, and/or demand immediate repayment of the unliquidated balance of any advance payment hereunder, and/or withdraw all or any part of the advance payment balance in the identified bank account, and/or terminate this Agreement upon occurrence of any of the following events:

- 1) Termination of this Agreement.
- 2) A finding by CDPH that the Grantee:
 - a. Has failed to observe any of the covenants, conditions, or warranties of this exhibit,
 - b. Has failed to comply with any material provision of this Agreement,
 - c. Has failed to make satisfactory progress/performance in completion of the terms and conditions of this Agreement,
 - d. Is in such unsatisfactory financial condition as to endanger performance of this Agreement,

Exhibit B, Attachment 1
Advance Payment Provisions

- e. Has allocated resources for the performance of this Agreement that CDPH believes are substantially exceeding the reasonable requirements for performance of this Agreement,
 - f. Is delinquent in payment of taxes, subcontractors, or any other cost of performance of this Agreement in the ordinary course of business.
- B. Appointment of a trustee, receiver or liquidator for all or a substantial part of the Grantee's property, or institution of bankruptcy, reorganization arrangement of liquidation proceedings by or against the Grantee.
- C. Service of any writ of attachment, levy, or execution or commencement of garnishment proceedings.
- D. The commission of an act of bankruptcy.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application/Attachment 1 Grantee Written Modification, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.
- B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

California Department of Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

- C. HPP, PHEP, and Pan Flu Invoices shall:
- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.
- D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

- A. 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, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Advance Payments

- A. Advance payments are subject to the provisions outlined in Exhibit B Attachment 1 entitled "Advance Payment Provisions".
- B. Advance payments may be requested annually up to 25% of each annual budget by submitting an invoice for the amount of the advance. Grantor must liquidate or offset the amount of the advance with invoices before the end of each budget year/period. Regular payments thereafter, may be requested not more frequently than once per month in arrears.
- C. If an amendment increases the annual budget total, CDPH may advance up to 25% of any increase. If an amendment decreases the annual budget total, Grantor agrees to remit to CDPH the appropriate pro-rata share of any funds already advanced and shall do so within thirty (30) calendar days of receiving a re-payment request from CDPH.
- D. Grantor agrees to remit any unexpended advance payment balance to CDPH within forty-five (45) calendar days following the submission of the Grantee's final invoice.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources ([Cal HR](#)). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
- 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

April 12, 2022

TO: All Local Public Health Emergency Preparedness Directors

**RE: Request for Applications
Public Health Emergency Preparedness Funding**

Authority:

Health and Safety Code Sections:
100150-100236, 100250-100255, 100325-100950,
101315-101319, 131000-131020, and 131050-131231

Government Code Sections: 8574.48 and 8587.8-
8587.9

California Code of Regulations, Titles 17 and 22

Dear Local Public Health Emergency Preparedness Director:

The California Department of Public Health (CDPH), Emergency Preparedness Office (EPO) is pleased to announce the request for applications (RFA) for emergency preparedness for public health and the health care coalition grants. This request for application includes the following funding sources:

1. Centers for Disease Control and Prevention's (CDC) Public Health Emergency Preparedness (PHEP);
2. Assistant Secretary for Preparedness and Response's (ASPR) Hospital Preparedness Program (HPP); and
3. State General Fund Pandemic Influenza (GF Pan Flu).

Collectively, this funding is intended to enhance day-to-day response plans and prepare for public health and/or medical emergencies. CDPH will enter into a five-year grant agreement with Local Health Jurisdictions (LHJ) covering the period July 1, 2022 to June 30, 2027. LHJs can apply for each funding source, as applicable (see *Attachment 2*). Following is a description of each funding source and their intended use.

CDC PHEP

PHEP funding is intended to build public health preparedness and response capabilities nationwide. CDPH is providing PHEP funding to LHJs within California to build and strengthen their abilities to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events. Preparedness activities funded with PHEP should specifically target the development of emergency-ready public health departments that are flexible and adaptable. For additional information, please visit the [website](#) for CDC's State and Local Readiness PHEP.

Lab

Public Health Laboratory funding is carved from PHEP funding to support local public health laboratories to maintain their Laboratory Response Network (LRN-B) capability to detect biological threats and emerging infectious diseases

CRI

Public Health Cities Readiness Initiative funding is intended to enhance preparedness in large metropolitan public health jurisdictions, to effectively respond to large public health emergencies needing life-saving medicines and medical supplies. CRI funding is to develop, test, and maintain plans to quickly receive medical countermeasures from the Strategic National Stockpile and distribute them to local communities.

ASPR HPP

HPP funding is intended to improve capacity of the health care system to plan for and respond to large-scale emergencies and disasters. CDPH is providing HPP funding to local public health jurisdictions within California to development and sustain health care coalitions (HCCs). HCCs consist of core members from health care, public health, emergency medical services and emergency management organizations plus additional members that support the health care delivery system. HCCs partner to prepare health care systems to respond to emergencies and disasters, with an aim to improve patient outcomes during disasters and to minimize the need for state and federal resources. For additional information, please visit the [website](#) for ASPR's HPP.

GF Pan Flu

GF Pan Flu funding is intended to enhance LHJs readiness to respond to an infectious disease outbreak. GF Pan Flu funding compliments and supports PHEP and HPP funding goals while expanding the planning, training, and exercising of mass vaccinations in response to an infectious disease outbreak.

Funding:

Funding for the five-year grant period is approved on an annual basis. The funding allocations for HPP are an estimate based on FY 2021-22 allocations as ASPR has not released final allocations for FY 2022-23 (see Attachment 1). The total grant agreement will be based on the allocations listed in Attachment 1 and multiplied by five years.

Funding of local public health jurisdictions is contingent on CDPH-EPO receiving federal and State funds each fiscal year. CDPH-EPO will release local allocations and funding guidance (see Attachment 4) along with FY 22-23 budget templates annually to local public health jurisdictions for all emergency preparedness for public health and the health care delivery system grants prior to the start of the next fiscal year.

Application Submission Requirements:

1. Complete and submit a Letter of Intent (*Attachment 2*) and Project Representative information (*Attachment 3*) and email to LHBTProg@cdph.ca.gov by **April 19, 2022**.
2. Complete an Application package, starting with Attachments 4I-4M, as applicable, and submit to CDPH at: LHBTProg@cdph.ca.gov by **May 20, 2022**.

Upon receipt of attachments 2 & 3, your assigned contract manager will finalize your grant agreement and will send to your LHJ for review and approval. As a reminder, LHJs are not to begin work under this RFA until there is a fully executed grant agreement.

We look forward to collaborating on these activities with your LHJ. EPO will host an application webinar on April 19th and 20th, 2022 to go over the requirements and activities of these funding sources. If you have any questions or need further clarification, please reach out to your EPO Contract Manager.

Sincerely,



On behalf of
Melissa Relles
Assistant Deputy Director
Emergency Preparedness Office
California Department of Public Health

Attachments

- Attachment 1: Local Allocation Tables
- Attachment 2: Letter of Intent
- Attachment 3: Project Representatives
- Attachment 4: Funding Guidance:
 - A. PHEP Workplan
 - B. HPP Workplan
 - C. Pan Flu Workplan
 - D. Multi-County LEMSA Workplan
 - E. PHEP Budget (CRI & Lab)
 - F. HPP Budget
 - G. Pan Flu Budget
 - H. Budget Personnel Summary
 - I. Contact Information
 - J. Gov. Agency Taxpayer ID Form
 - K. Fiscal Corrective Action Plan (CAP)
 - L. Inventory Disposal Schedule
 - M. Lab Training & Assistance Application

cc: CCLHO and CHEAC

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 Total Grant Summary						
Local Health Department	DRAFT HPP Allocation	PHEP Allocation	CRI Allocation	Lab Allocation	Pan Flu Allocation	FY 22-23 Total (all grants)
ALAMEDA	\$456,863	\$0	\$0	\$0	\$0	\$456,863
ALAMEDA (minus Berkeley)	\$0	\$886,064	\$374,873	\$0	\$110,721	\$1,371,658
ALPINE	\$125,115	\$110,572	\$0	\$0	\$60,037	\$295,724
AMADOR	\$129,233	\$128,838	\$0	\$0	\$61,231	\$319,302
BERKELEY	\$0	\$168,847	\$28,426	\$0	\$63,846	\$261,119
BUTTE	\$159,987	\$212,144	\$0	\$0	\$66,676	\$438,807
CALAVERAS	\$129,981	\$132,698	\$0	\$0	\$61,483	\$324,162
COLUSA	\$123,844	\$121,213	\$0	\$0	\$60,733	\$305,790
CONTRA COSTA	\$356,150	\$691,535	\$280,907	\$0	\$98,007	\$1,426,599
DEL NORTE	\$111,690	\$123,582	\$0	\$0	\$60,888	\$296,160
EL DORADO	\$164,137	\$208,461	\$47,561	\$0	\$66,435	\$486,594
FRESNO	\$316,642	\$627,440	\$249,946	\$281,933	\$93,818	\$1,569,779
GLENN	\$125,333	\$124,958	\$0	\$0	\$60,978	\$311,269
HUMBOLDT	\$132,504	\$175,948	\$0	\$281,933	\$64,310	\$654,695
IMPERIAL	\$162,268	\$203,760	\$0	\$0	\$66,128	\$432,156
INYO	\$122,675	\$119,356	\$0	\$0	\$60,611	\$302,642
KERN	\$308,139	\$570,747	\$0	\$0	\$90,113	\$968,999
KINGS	\$141,527	\$186,881	\$0	\$0	\$65,025	\$393,433
LAKE	\$119,100	\$142,225	\$0	\$0	\$62,106	\$323,431
LASSEN	\$130,523	\$123,896	\$0	\$0	\$60,908	\$315,327
LONG BEACH	\$0	\$0	\$0	\$0	\$75,407	\$75,407
LOS ANGELES (minus Long Beach & Pasadena)	\$0	\$0	\$0	\$0	\$370,662	\$370,662
MADERA	\$142,715	\$189,870	\$0	\$0	\$65,220	\$397,805
MARIN	\$176,640	\$239,916	\$62,755	\$0	\$68,491	\$547,802
MARIPOSA	\$127,041	\$119,091	\$0	\$0	\$60,594	\$306,726
MENDOCINO	\$142,362	\$153,681	\$0	\$0	\$62,855	\$358,898
MERCED	\$182,061	\$253,555	\$0	\$0	\$69,382	\$504,998
MODOC	\$126,901	\$114,783	\$0	\$0	\$60,313	\$301,997
MONO	\$121,619	\$116,701	\$0	\$0	\$60,438	\$298,758
MONTEREY	\$212,607	\$330,405	\$0	\$0	\$74,405	\$617,417

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 Total Grant Summary						
Local Health Department	DRAFT HPP Allocation	PHEP Allocation	CRI Allocation	Lab Allocation	Pan Flu Allocation	FY 22-23 Total (all grants)
NAPA	\$152,573	\$179,368	\$0	\$0	\$64,534	\$396,475
NEVADA	\$138,912	\$159,122	\$0	\$0	\$63,210	\$361,244
ORANGE	\$756,790	\$1,699,476	\$767,786	\$281,933	\$163,882	\$3,669,867
PASADENA	\$0	\$0	\$0	\$0	\$64,786	\$64,786
PLACER	\$200,519	\$314,114	\$98,596	\$0	\$73,340	\$686,569
PLUMAS	\$128,629	\$119,130	\$0	\$0	\$60,597	\$308,356
RIVERSIDE	\$616,698	\$1,347,028	\$597,539	\$0	\$140,847	\$2,702,112
SACRAMENTO	\$437,716	\$896,740	\$380,030	\$281,933	\$111,418	\$2,107,837
SAN BENITO	\$137,726	\$142,017	\$15,465	\$0	\$62,092	\$357,300
SAN BERNARDINO	\$516,858	\$1,206,643	\$529,727	\$281,933	\$131,672	\$2,666,833
SAN DIEGO	\$789,169	\$1,780,938	\$807,137	\$281,933	\$169,206	\$3,828,383
SAN FRANCISCO	\$300,290	\$550,999	\$213,022	\$0	\$88,822	\$1,153,133
SAN JOAQUIN	\$281,964	\$504,896	\$0	\$281,933	\$85,809	\$1,154,602
SAN LUIS OBISPO	\$179,324	\$246,669	\$0	\$281,933	\$68,932	\$776,858
SAN MATEO	\$278,301	\$495,678	\$186,300	\$0	\$85,206	\$1,045,485
SANTA BARBARA	\$213,379	\$332,348	\$0	\$0	\$74,532	\$620,259
SANTA CLARA	\$512,470	\$1,084,809	\$470,876	\$281,933	\$123,710	\$2,473,798
SANTA CRUZ	\$177,309	\$241,600	\$0	\$0	\$68,601	\$487,510
SHASTA	\$155,005	\$199,608	\$0	\$281,933	\$65,856	\$702,402
SIERRA	\$125,639	\$111,607	\$0	\$0	\$60,105	\$297,351
SISKIYOU	\$128,268	\$132,342	\$0	\$0	\$61,460	\$322,070
SOLANO	\$212,850	\$331,015	\$0	\$0	\$74,445	\$618,310
SONOMA	\$222,001	\$354,037	\$0	\$281,933	\$75,949	\$933,920
STANISLAUS	\$189,229	\$390,204	\$0	\$0	\$78,313	\$657,746
SUTTER	\$139,678	\$161,049	\$0	\$0	\$63,336	\$364,063
TEHAMA	\$132,479	\$142,938	\$0	\$0	\$62,153	\$337,570
TRINITY	\$127,711	\$116,822	\$0	\$0	\$60,446	\$304,979
TULARE	\$207,473	\$352,790	\$0	\$281,933	\$75,868	\$918,064
TUOLUMNE	\$135,711	\$136,946	\$0	\$0	\$61,761	\$334,418

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 Total Grant Summary						
Local Health Department	DRAFT HPP Allocation	PHEP Allocation	CRI Allocation	Lab Allocation	Pan Flu Allocation	FY 22-23 Total (all grants)
VENTURA	\$292,319	\$530,947	\$0	\$0	\$87,511	\$910,777
YOLO	\$168,572	\$219,619	\$52,951	\$0	\$67,164	\$508,306
YUBA	\$135,295	\$150,021	\$0	\$0	\$62,616	\$347,932
Multi-County LEMSAs	\$280,635	\$0	\$0	\$0	\$0	\$280,635
Lab Training & Assistance	\$0	\$0	\$0	\$406,500	\$0	\$406,500
TOTALS	\$13,019,153	\$21,208,687	\$5,163,897	\$3,789,696	\$4,960,000	\$48,141,433

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

DRAFT FY 22-23 HPP Allocations (Base: \$125,000)							
Local Health Department	Population	21-22 Allocation	22-23 Allocation	Multi-County LEMSA Amount	Multi-County LEMSA	Final 22-23 Allocation	<i>Change</i>
ALAMEDA	1,656,591	\$457,596	\$456,863	\$0		\$456,863	-\$733
ALPINE	1,135	\$125,115	\$125,227	\$112	Mountain Valley EMS	\$125,115	\$0
AMADOR	37,377	\$129,245	\$132,488	\$3,255	Mountain Valley EMS	\$129,233	-\$12
BUTTE	202,669	\$161,248	\$165,600	\$5,613	Sierra-Sac Valley EMS	\$159,987	-\$1,261
CALAVERAS	45,036	\$129,921	\$134,022	\$4,041	Mountain Valley EMS	\$129,981	\$60
COLUSA	22,248	\$123,747	\$129,457	\$5,613	Sierra-Sac Valley EMS	\$123,844	\$97
CONTRA COSTA	1,153,854	\$354,628	\$356,150	\$0		\$356,150	\$1,522
DEL NORTE	26,949	\$111,725	\$130,399	\$18,709	North Coast EMS	\$111,690	-\$35
EL DORADO	195,362	\$163,464	\$164,137	\$0		\$164,137	\$673
FRESNO	1,026,681	\$314,678	\$330,674	\$14,032	Central California EMS	\$316,642	\$1,964
GLENN	29,679	\$125,240	\$130,946	\$5,613	Sierra-Sac Valley EMS	\$125,333	\$93
HUMBOLDT	130,851	\$132,826	\$151,213	\$18,709	North Coast EMS	\$132,504	-\$322
IMPERIAL	186,034	\$162,578	\$162,268	\$0		\$162,268	-\$310
INYO	18,563	\$122,655	\$128,719	\$6,044	ICEMA	\$122,675	\$20
KERN	914,193	\$307,648	\$308,139	\$0		\$308,139	\$491
KINGS	152,543	\$141,545	\$155,559	\$14,032	Central California EMS	\$141,527	-\$18
LAKE	63,940	\$119,039	\$137,809	\$18,709	North Coast EMS	\$119,100	\$61
LASSEN	27,572	\$130,739	\$130,523	\$0		\$130,523	-\$216
MADERA	158,474	\$142,449	\$156,747	\$14,032	Central California EMS	\$142,715	\$266
MARIN	257,774	\$176,921	\$176,640	\$0		\$176,640	-\$281
MARIPOSA	18,037	\$127,024	\$128,613	\$1,572	Mountain Valley EMS	\$127,041	\$17
MENDOCINO	86,669	\$142,507	\$142,362	\$0		\$142,362	-\$145
MERCED	284,836	\$181,438	\$182,061	\$0		\$182,061	\$623
MODOC	9,491	\$126,905	\$126,901	\$0		\$126,901	-\$4
MONO	13,295	\$121,636	\$127,663	\$6,044	ICEMA	\$121,619	-\$17
MONTEREY	437,318	\$212,814	\$212,607	\$0		\$212,607	-\$207

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

DRAFT FY 22-23 HPP Allocations (Base: \$125,000)							
Local Health Department	Population	21-22 Allocation	22-23 Allocation	Multi-County LEMSA Amount	Multi-County LEMSA	Final 22-23 Allocation	<i>Change</i>
NAPA	137,637	\$152,687	\$152,573	\$0		\$152,573	-\$114
NEVADA	97,466	\$138,918	\$144,525	\$5,613	Sierra-Sac Valley EMS	\$138,912	-\$6
ORANGE	3,153,764	\$760,862	\$756,790	\$0		\$756,790	-\$4,072
PLACER	404,994	\$199,750	\$206,132	\$5,613	Sierra-Sac Valley EMS	\$200,519	\$769
PLUMAS	18,116	\$128,635	\$128,629	\$0		\$128,629	-\$6
RIVERSIDE	2,454,453	\$611,165	\$616,698	\$0		\$616,698	\$5,533
SACRAMENTO	1,561,014	\$434,611	\$437,716	\$0		\$437,716	\$3,105
SAN BENITO	63,526	\$137,412	\$137,726	\$0		\$137,726	\$314
SAN BERNARDINO	2,175,909	\$515,019	\$560,897	\$44,039	ICEMA	\$516,858	\$1,839
SAN DIEGO	3,315,404	\$790,527	\$789,171	\$0		\$789,169	-\$1,358
SAN FRANCISCO	875,010	\$303,717	\$300,290	\$0		\$300,290	-\$3,427
SAN JOAQUIN	783,534	\$278,999	\$281,964	\$0		\$281,964	\$2,965
SAN LUIS OBISPO	271,172	\$180,191	\$179,324	\$0		\$179,324	-\$867
SAN MATEO	765,245	\$278,922	\$278,301	\$0		\$278,301	-\$621
SANTA BARBARA	441,172	\$214,943	\$213,379	\$0		\$213,379	-\$1,564
SANTA CLARA	1,934,171	\$515,550	\$512,470	\$0		\$512,470	-\$3,080
SANTA CRUZ	261,115	\$178,992	\$177,309	\$0		\$177,309	-\$1,683
SHASTA	177,797	\$154,829	\$160,618	\$5,613	Sierra-Sac Valley EMS	\$155,005	\$176
SIERRA	3,189	\$125,637	\$125,639	\$0		\$125,639	\$2
SISKIYOU	44,330	\$128,238	\$133,881	\$5,613	Sierra-Sac Valley EMS	\$128,268	\$30
SOLANO	438,527	\$212,631	\$212,850	\$0		\$212,850	\$219
SONOMA	484,207	\$223,133	\$222,001	\$0		\$222,001	-\$1,132
STANISLAUS	555,968	\$188,871	\$236,376	\$47,147	Mountain Valley EMS	\$189,229	\$358
SUTTER	101,289	\$139,443	\$145,291	\$5,613	Sierra-Sac Valley EMS	\$139,678	\$235
TEHAMA	65,354	\$132,352	\$138,092	\$5,613	Sierra-Sac Valley EMS	\$132,479	\$127
TRINITY	13,535	\$127,697	\$127,711	\$0		\$127,711	\$14
TULARE	481,733	\$206,513	\$221,505	\$14,032	Central California EMS	\$207,473	\$960
TUOLUMNE	53,465	\$135,932	\$135,711	\$0		\$135,711	-\$221

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

DRAFT FY 22-23 HPP Allocations (Base: \$125,000)						
Local Health Department	Population	21-22 Allocation	22-23 Allocation	Multi-County LEMSA Amount	Multi-County LEMSA	Final 22-23 Allocation
VENTURA	835,223	\$292,785	\$292,319	\$0		\$292,319
YOLO	217,500	\$169,133	\$168,572	\$0		\$168,572
YUBA	79,407	\$135,091	\$140,908	\$5,613	Sierra-Sac Valley EMS	\$135,295
TOTALS	29,422,397	12,738,516	13,019,155	280,635		\$12,738,518

Change
-\$466
-\$561
\$204

Population	29,422,397
Local HPP Allocation	\$13,019,153
Local Base Allocation	\$125,000

DRAFT

Multi-County LEMSA Allocation	Total
Central California EMS	\$56,127
Mountain Valley EMS	\$56,127
Sierra-Sac Valley EMS	\$56,127
North Coast EMS	\$56,127
ICEMA	\$56,127
Total	\$280,635

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 PHEP Allocations (Base: \$110,000)					
Local Health Department	Population	21-22 Allocation	22-23 Allocation	Final 22-23 Allocation	<i>Change</i>
ALAMEDA (minus Berkeley)	1,539,830	\$898,389	\$886,064	\$886,064	-12,325
ALPINE	1,135	\$110,585	\$110,572	\$110,572	-13
AMADOR	37,377	\$129,185	\$128,838	\$128,838	-347
BERKELEY	116,761	\$172,419	\$168,847	\$168,847	-3,572
BUTTE	202,669	\$217,083	\$212,144	\$212,144	-4,939
CALAVERAS	45,036	\$132,926	\$132,698	\$132,698	-228
COLUSA	22,248	\$121,153	\$121,213	\$121,213	60
CONTRA COSTA	1,153,854	\$697,407	\$691,535	\$691,535	-5,872
DEL NORTE	26,949	\$123,900	\$123,582	\$123,582	-318
EL DORADO	195,362	\$208,393	\$208,461	\$208,461	68
FRESNO	1,026,681	\$631,106	\$627,440	\$627,440	-3,666
GLENN	29,679	\$124,971	\$124,958	\$124,958	-13
HUMBOLDT	130,851	\$177,879	\$175,948	\$175,948	-1,931
IMPERIAL	186,034	\$206,127	\$203,760	\$203,760	-2,367
INYO	18,563	\$119,463	\$119,356	\$119,356	-107
KERN	914,193	\$577,229	\$570,747	\$570,747	-6,482
KINGS	152,543	\$188,219	\$186,881	\$186,881	-1,338
LAKE	63,940	\$142,610	\$142,225	\$142,225	-385
LASSEN	27,572	\$124,682	\$123,896	\$123,896	-786
MADERA	158,474	\$190,530	\$189,870	\$189,870	-660
MARIN	257,774	\$242,818	\$239,916	\$239,916	-2,902
MARIPOSA	18,037	\$119,200	\$119,091	\$119,091	-109
MENDOCINO	86,669	\$154,783	\$153,681	\$153,681	-1,102
MERCED	284,836	\$254,372	\$253,555	\$253,555	-817
MODOC	9,491	\$114,873	\$114,783	\$114,783	-90
MONO	13,295	\$116,856	\$116,701	\$116,701	-155
MONTEREY	437,318	\$334,635	\$330,405	\$330,405	-4,230

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 PHEP Allocations (Base: \$110,000)					
Local Health Department	Population	21-22 Allocation	22-23 Allocation	Final 22-23 Allocation	<i>Change</i>
NAPA	137,637	\$180,825	\$179,368	\$179,368	-1,457
NEVADA	97,466	\$159,961	\$159,122	\$159,122	-839
ORANGE	3,153,764	\$1,736,591	\$1,699,476	\$1,699,476	-37,115
PLACER	404,994	\$315,574	\$314,114	\$314,114	-1,460
PLUMAS	18,116	\$119,298	\$119,130	\$119,130	-168
RIVERSIDE	2,454,453	\$1,353,650	\$1,347,028	\$1,347,028	-6,622
SACRAMENTO	1,561,014	\$902,010	\$896,740	\$896,740	-5,270
SAN BENITO	63,526	\$141,751	\$142,017	\$142,017	266
SAN BERNARDINO	2,175,909	\$1,220,355	\$1,206,643	\$1,206,643	-13,712
SAN DIEGO	3,315,404	\$1,812,475	\$1,780,941	\$1,780,938	-31,537
SAN FRANCISCO	875,010	\$567,173	\$550,999	\$550,999	-16,174
SAN JOAQUIN	783,534	\$503,942	\$504,896	\$504,896	954
SAN LUIS OBISPO	271,172	\$251,184	\$246,669	\$246,669	-4,515
SAN MATEO	765,245	\$503,745	\$495,678	\$495,678	-8,067
SANTA BARBARA	441,172	\$340,082	\$332,348	\$332,348	-7,734
SANTA CLARA	1,934,171	\$1,109,058	\$1,084,809	\$1,084,809	-24,249
SANTA CRUZ	261,115	\$248,115	\$241,600	\$241,600	-6,515
SHASTA	177,797	\$200,663	\$199,608	\$199,608	-1,055
SIERRA	3,189	\$111,630	\$111,607	\$111,607	-23
SISKIYOU	44,330	\$132,640	\$132,342	\$132,342	-298
SOLANO	438,527	\$334,167	\$331,015	\$331,015	-3,152
SONOMA	484,207	\$361,031	\$354,037	\$354,037	-6,994
STANISLAUS	555,968	\$393,992	\$390,204	\$390,204	-3,788
SUTTER	101,289	\$161,303	\$161,049	\$161,049	-254
TEHAMA	65,354	\$143,164	\$142,938	\$142,938	-226
TRINITY	13,535	\$116,899	\$116,822	\$116,822	-77
TULARE	481,733	\$354,410	\$352,790	\$352,790	-1,620
TUOLUMNE	53,465	\$137,964	\$136,946	\$136,946	-1,018

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 PHEP Allocations (Base: \$110,000)				
Local Health Department	Population	21-22 Allocation	22-23 Allocation	Final 22-23 Allocation
VENTURA	835,223	\$539,207	\$530,947	\$530,947
YOLO	217,500	\$222,895	\$219,619	\$219,619
YUBA	79,407	\$150,170	\$150,021	\$150,021
TOTALS	29,422,397	\$21,457,717	\$21,208,690	\$21,208,687

Change

-8,260

-3,276

-149

Population	29,422,397
Local PHEP Allocation	\$24,998,383
Local Lab	\$3,789,696
TOTAL Local PHEP Allocation (less Lab)	\$21,208,687
Local Base Allocation	\$110,000

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 CRI Allocations					
Local Health Department	Population	21-22 Allocation	22-23 Allocation	Final 22-23 Allocation	<i>change</i>
ALAMEDA (minus Berkeley)	1,539,830	\$331,121	\$374,873	\$374,873	43,752
BERKELEY	116,761	\$26,216	\$28,426	\$28,426	2,210
CONTRA COSTA	1,153,854	\$246,709	\$280,907	\$280,907	34,198
EL DORADO	195,362	\$41,325	\$47,561	\$47,561	6,236
FRESNO	1,026,681	\$218,863	\$249,946	\$249,946	31,083
MARIN	257,774	\$55,783	\$62,755	\$62,755	6,972
ORANGE	3,153,764	\$683,164	\$767,786	\$767,786	84,622
PLACER	404,994	\$86,341	\$98,596	\$98,596	12,255
RIVERSIDE	2,454,453	\$522,330	\$597,539	\$597,539	75,209
SACRAMENTO	1,561,014	\$332,642	\$380,030	\$380,030	47,388
SAN BENITO	63,526	\$13,336	\$15,465	\$15,465	2,129
SAN BERNARDINO	2,175,909	\$466,346	\$529,727	\$529,727	63,381
SAN DIEGO	3,315,404	\$715,035	\$807,138	\$807,137	92,102
SAN FRANCISCO	875,010	\$192,012	\$213,022	\$213,022	21,010
SAN MATEO	765,245	\$165,372	\$186,300	\$186,300	20,928
SANTA CLARA	1,934,171	\$419,602	\$470,876	\$470,876	51,274
YOLO	217,500	\$47,416	\$52,951	\$52,951	5,535
TOTALS	21,211,252	\$4,563,613	\$5,163,898	\$5,163,897	

Population	21,211,252
Local CRI Allocation	\$5,163,897

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 Lab Allocations				
Local Health Department	22-23 Allocation	22-23 Lab Trainee	22-23 Lab Assistance	Final 22-23 Allocation
FRESNO	\$281,933	\$0	\$0	\$281,933
HUMBOLDT	\$281,933	\$0	\$0	\$281,933
ORANGE	\$281,933	\$0	\$0	\$281,933
SACRAMENTO	\$281,933	\$0	\$0	\$281,933
SAN BERNARDINO	\$281,933	\$0	\$0	\$281,933
SAN DIEGO	\$281,933	\$0	\$0	\$281,933
SAN JOAQUIN	\$281,933	\$0	\$0	\$281,933
SAN LUIS OBISPO	\$281,933	\$0	\$0	\$281,933
SANTA CLARA	\$281,933	\$0	\$0	\$281,933
SHASTA	\$281,933	\$0	\$0	\$281,933
SONOMA	\$281,933	\$0	\$0	\$281,933
TULARE	\$281,933	\$0	\$0	\$281,933
TOTALS	\$3,383,196	\$0.00	\$0.00	\$3,383,196

Pending Allocation

Local LRN-B Labs	12	
Local Lab Allocation	\$3,383,196	
*Lab Trainee & Assist.	\$406,500	<u>\$406,500</u>
TOTAL Lab	\$3,789,696	

*Lab Trainee and Assistance funds to train microbiologist.

- 1) Allocated during application approval process.
- 2) Refer to Local Funding Guidance, Attachment for Lab Trainee and Assistance.

FY 22-23 Pan Flu Allocations (Base: \$60,000)		
Local Health Department	Population	Final 22-23 Allocation
ALAMEDA (minus Berkeley)	1,539,830	\$110,721
ALPINE	1,135	\$60,037
AMADOR	37,377	\$61,231
BERKELEY	116,761	\$63,846
BUTTE	202,669	\$66,676
CALAVERAS	45,036	\$61,483
COLUSA	22,248	\$60,733
CONTRA COSTA	1,153,854	\$98,007
DEL NORTE	26,949	\$60,888
EL DORADO	195,362	\$66,435
FRESNO	1,026,681	\$93,818
GLENN	29,679	\$60,978
HUMBOLDT	130,851	\$64,310
IMPERIAL	186,034	\$66,128
INYO	18,563	\$60,611
KERN	914,193	\$90,113
KINGS	152,543	\$65,025
LAKE	63,940	\$62,106
LASSEN	27,572	\$60,908
LONG BEACH	467,730	\$75,407
LOS ANGELES (minus Long Beach & Pasadena)	9,431,422	\$370,662
MADERA	158,474	\$65,220
MARIN	257,774	\$68,491
MARIPOSA	18,037	\$60,594
MENDOCINO	86,669	\$62,855
MERCED	284,836	\$69,382
MODOC	9,491	\$60,313
MONO	13,295	\$60,438
MONTEREY	437,318	\$74,405

FY 22-23 Pan Flu Allocations (Base: \$60,000)		
Local Health Department	Population	Final 22-23 Allocation
NAPA	137,637	\$64,534
NEVADA	97,466	\$63,210
ORANGE	3,153,764	\$163,882
PASADENA	145,306	\$64,786
PLACER	404,994	\$73,340
PLUMAS	18,116	\$60,597
RIVERSIDE	2,454,453	\$140,847
SACRAMENTO	1,561,014	\$111,418
SAN BENITO	63,526	\$62,092
SAN BERNARDINO	2,175,909	\$131,672
SAN DIEGO	3,315,404	\$169,206
SAN FRANCISCO	875,010	\$88,822
SAN JOAQUIN	783,534	\$85,809
SAN LUIS OBISPO	271,172	\$68,932
SAN MATEO	765,245	\$85,206
SANTA BARBARA	441,172	\$74,532
SANTA CLARA	1,934,171	\$123,710
SANTA CRUZ	261,115	\$68,601
SHASTA	177,797	\$65,856
SIERRA	3,189	\$60,105
SISKIYOU	44,330	\$61,460
SOLANO	438,527	\$74,445
SONOMA	484,207	\$75,949
STANISLAUS	555,968	\$78,313
SUTTER	101,289	\$63,336
TEHAMA	65,354	\$62,153
TRINITY	13,535	\$60,446
TULARE	481,733	\$75,868
TUOLUMNE	53,465	\$61,761

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

FY 22-23 Pan Flu Allocations (Base: \$60,000)		
Local Health Department	Population	Final 22-23 Allocation
VENTURA	835,223	\$87,511
YOLO	217,500	\$67,164
YUBA	79,407	\$62,616
TOTALS	39,466,855	\$4,960,000

Population	39,466,855
Pan Flu Allocation	\$4,960,000
Base Allocation	\$60,000

CA Department of Finance
Population Estimates
Report E-1
Released: January 1, 2021

Local Health Department	22-23 Population
ALAMEDA	1,656,591
ALAMEDA (minus Berkeley)	1,539,830
ALPINE	1,135
AMADOR	37,377
BERKELEY	116,761
BUTTE	202,669
CALAVERAS	45,036
COLUSA	22,248
CONTRA COSTA	1,153,854
DEL NORTE	26,949
EL DORADO	195,362
FRESNO	1,026,681
GLENN	29,679
HUMBOLDT	130,851
IMPERIAL	186,034
INYO	18,563
KERN	914,193
KINGS	152,543
LAKE	63,940
LASSEN	27,572
LONG BEACH	467,730
LOS ANGELES (minus Long Beach & Pasadena)	9,431,422
MADERA	158,474
MARIN	257,774
MARIPOSA	18,037
MENDOCINO	86,669
MERCED	284,836
MODOC	9,491
MONO	13,295
MONTEREY	437,318

CA Department of Finance
Population Estimates
Report E-1
Released: January 1, 2021

Local Health Department	22-23 Population
NAPA	137,637
NEVADA	97,466
ORANGE	3,153,764
PASADENA	145,306
PLACER	404,994
PLUMAS	18,116
RIVERSIDE	2,454,453
SACRAMENTO	1,561,014
SAN BENITO	63,526
SAN BERNARDINO	2,175,909
SAN DIEGO	3,315,404
SAN FRANCISCO	875,010
SAN JOAQUIN	783,534
SAN LUIS OBISPO	271,172
SAN MATEO	765,245
SANTA BARBARA	441,172
SANTA CLARA	1,934,171
SANTA CRUZ	261,115
SHASTA	177,797
SIERRA	3,189
SISKIYOU	44,330
SOLANO	438,527
SONOMA	484,207
STANISLAUS	555,968
SUTTER	101,289
TEHAMA	65,354
TRINITY	13,535
TULARE	481,733
TUOLUMNE	53,465

CA Department of Finance
Population Estimates
Report E-1
Released: January 1, 2021

Local Health Department	22-23 Population
VENTURA	835,223
YOLO	217,500
YUBA	79,407
TOTAL	39,466,855

California 39,466,855

Letter of Intent

Emergency Preparedness Office Public Health and Medical Emergency Preparedness Program Local Implementing Agency Funding Application

Fiscal Years (FY) FY 2022-23 through FY 2026-27
(July 1, 2022 to June 30, 2027)

Complete and email this form by 4:00pm April 19, 2022 to: LHBTProg@cdph.ca.gov

Emergency Preparedness Office
California Department of Public Health

1) Please complete the fields below for your Agency:

Project Representative:

Title:

Agency:

Address:

Telephone:

Email:

2) Please check the boxes below that indicate the funding source your Agency will apply.

- a) Public Health Emergency Preparedness (PHEP)
- b) Hospital Preparedness Program (HPP)
- c) Pandemic Influenza (Pan Flu)
- d) PHEP & Cities Readiness Initiative (CRI)
- e) PHEP & Laboratory (Lab)
- f) PHEP, CRI & Lab

3) Please complete the fields below in order to expedite processing your agreement.

Does your Agency require a board resolution for a new agreement?

When are your scheduled board meeting dates between May and September 2022?

Does your Agency require the contract be in hand to get on the Agenda?

When do you need the contract? (i.e. two weeks before, one month before, etc.)

4) By signing below, your Agency agrees to prepare the required documents for this funding application.

Signature of Project Director or Designee

Date

Printed name

Attachment 3

PROJECT REPRESENTATIVES The Project Representatives during the term of this agreement will be:

Direct all inquiries to the following representatives:

All payments from CDPH to the Grantee; shall be sent to the following address:

Attachment 4

Fiscal Year (FY) 2022 – 2027

Funding Guidance

Public Health and Health Care Coalition Emergency Preparedness Guidance

California Department of Public Health

Emergency Preparedness Office

Emergency Preparedness Office
California Department of Public Health
1615 Capitol Avenue, Suite 73.516
PO Box 997377, MS 7204
Sacramento, CA 95899



This material was produced by the California Department of Public Health's Emergency Preparedness Office with funding from the CDC, ASPR and California as Pandemic Influenza. This document contains both Federal and State dates and requirements that are subject to change due to emergency response efforts. Notification of such changes will be provided upon receipt.

TIMELINE

DATE	ACTIVITY
April 12, 2022	Funding Application Package release
April 19, 2022	Letter of Intent (Attachment 2) and Project Representative information (Attachment 3)
April 19 & 20, 2022	Application Webinar, all LHD call
May 20, 2022	Application Package
June 2022	Application Approval Letter
July 1, 2022	Five-Year Grant Agreement begins

Application Package Checklist

Application Document	Completed
All Grants	
Annual Single Audit of FY 21-22	
Budget Personnel Summary FY 22-23 (Attachment H)	
Contact Information FY 22-23 (Attachment I)	
Gov. Agency Taxpayer ID Form (Attachment J)	
Public Health Emergency Preparedness (PHEP)	
PHEP Workplan FY 22-23 (Attachment A)	
PHEP Budget FY 22-23 (Attachment E)	
Hospital Preparedness Program (HPP)	
HPP Workplan FY 22-23 (Attachment B)	
HPP Budget FY 22-23 (Attachment F)	
Pandemic Influenza (Pan Flu)	
Pan Flu Workplan FY 22-23 (Attachment C)	
Pan Flu Budget FY 22-23 (Attachment G)	
Cities Readiness Initiative (CRI) Jurisdictions	
PHEP CRI Budget FY 22-23 (Attachment E)	
Laboratory Response Network – Biological (LRN-B) Jurisdictions	
PHEP Lab Budget FY 22-23 (Attachment E)	
Multi-County LEMSA Jurisdictions	
Multi-County LEMSA Workplan FY 22-23 (Attachment D)	
IF Applicable	
Fiscal Corrective Action Plan (CAP) (Attachment K)	
Inventory Disposal Schedule FY 22-23 (Attachment L)	
Lab Training & Assistance Application FY 22-23 (Attachment M)	

Application funding is subject to change at any time because of changes in Federal or State program funding amendments.

Contents

- A. Introduction 4
- B. Funding Authorization 4
 - 1. Pandemic and All-Hazards Preparedness and Advancing Innovation (PAHPAI) Act 4
 - a) PHEP 5
 - b) HPP 6
 - c) Pan Flu 6
- C. General Information 7
 - 1. Funding Objective 7
 - 2. Funding Amount 7
 - 3. Eligibility 7
- D. Grant Agreement Award Process 8
- E. Application Instructions 8
 - 1. Intent to Apply 8
 - 2. Application Webinar 8
 - 3. Submission of Application 9
 - 4. Required Application Documents 9
 - 5. FY Allocations 10
 - a) Local Emergency Medical Services Agency (LEMSA) Allocations 10
 - b) Cities Readiness Initiative (CRI) 10
 - c) Local Laboratory Response Network – Biological (LRN-B) 11
 - 6. **If** Applicable 12
 - 7. Application Questions 12
- F. Funding Requirements 12
 - a) Capabilities Planning Guides 12
 - b) Emergency Preparedness Training Workshop (EPTW) 12
 - c) Inventory 13
 - d) Mid-Year and Year End Reporting 13
 - e) Performance Measures 13
 - f) Site Visits 13
 - g) Statewide Medical Health Exercise (SWMHE) 14
- G. Additional Information 14
- H. Audit 14
- I. Continuation Guidance 14

A. Introduction

The Emergency Preparedness Office (EPO) of the California Department of Public Health (CDPH) is soliciting applications from all Local Health Departments (LHDs) to provide public health and medical emergency preparedness funding for LHDs to plan, train, exercise and improve local public health and medical emergency response and recovery from a disaster. Funding sources include: the Centers for Disease Control and Prevention (CDC), for Public Health Emergency Preparedness (PHEP) planning, Cities Readiness Initiative (CRI), and Laboratory (Lab); the Assistant Secretary for Preparedness & Response (ASPR) for Hospital Preparedness Program (HPP) planning; and the State of California for Pandemic Influenza (Pan Flu) planning.

This application begins the process by which CDPH-EPO will prepare a five-year agreement. The CDPH-EPO authority for these grant agreements is vested in the California Health and Safety Code, Sections 100150-100236, 100250-100255, 100325-100950, 101315, 101319, 131000-131020, and 131050-131231; Government Code, Sections 8574.48 and 8587.8-8587.9; and California Code of Regulations, Titles 17 and 22. The services in this grant agreement are identified as 100% local assistance funding in our agency's budget and meet the conditions of State Contracting Manual 3.17.

The budget period (BP) for all funding streams begins on July 1st and ends on June 30th of each Fiscal Year (FY). The funding streams included in this Guidance are listed below:

- Public Health Emergency Preparedness (PHEP)
 - Cities Readiness Initiative (PHEP CRI)
 - Laboratory (PHEP Lab)
- Hospital Preparedness Program (HPP)
- Pandemic Influenza (Pan Flu)

B. Funding Authorization

1. Pandemic and All-Hazards Preparedness and Advancing Innovation (PAHPAI) Act

The PAHPAI Act reauthorizes, revises, and establishes several programs and entities relating to public health emergency preparedness and response. Language from the PAHPAI Act reauthorizing PHEP and HPP programs is as follows:

TITLE II--IMPROVING PREPAREDNESS AND RESPONSE

(Sec. 201) This section reauthorizes through FY2023 and revises the Public Health Emergency Preparedness cooperative-agreement program administered by the Centers

for Disease Control and Prevention (CDC) to include evaluations using evidence-based benchmarks and objective standards.

(Sec. 202) This section reauthorizes through FY2023 and revises the Hospital Preparedness Program administered by the Office of the Assistant Secretary for Preparedness and Response (ASPR) to require applicants for cooperative agreements under the program to describe the applicant's approach for coordinating services and integrating health data.

a) PHEP

- Awarding Agency: Department of Health and Human Services, Centers for Disease Control and Prevention (CDC)
- Funding Authority: Section 319C-1 of the Public Health Service (PHS) Act (title 47 United States Code (USC) 247d-3a), as amended.
- Award Recipient: California Department of Public Health
- Catalog of Federal Domestic Assistance (CFDA) Number: 93.069 – Public Health Emergency preparedness
- Assistance Type: Cooperative Agreement
- BP3 Grant Number: 5 NU90TP922005-03-00, Award Date: 04/26/2021
- Federal Award Identification Number (FAIN): NU90TP922005
- BP3 Notice of Funding Opportunity (NOFO) Number: CDC-RFA-TP19-1901
- Title of Project: Public Health Emergency Preparedness (PHEP) Cooperative Agreement
- Project Period: From 07/01/2019 through 06/30/2024
- PHEP Federal Project Description: The *Public Health Emergency Preparedness and Response Capabilities: National Standards of State, Local, Tribal, and Territorial Public Health* describes the 15 capability standards for PHEP recipients to strengthen during the 2019-2024 performance period. The capability standards inform the PHEP logic model, which is a high-level description of the PHEP program's general approach that displays "if-then" relationships between the program's strategies, activities, and outcomes. The logic model also highlights priority strategies and activities, provides examples of consequent outputs, and characterizes the intended outcomes that will result from building jurisdictional capabilities.

PHEP recipients are expected to show measurable progress toward achieving the short-term and long-term outcomes during this five-year performance period. CDC will use its PHEP Operational Readiness Review (ORR) Reporting and Tracking System (PORTS) evaluation process to measure PHEP recipient progress in achieving desired outcomes.

Subject to the availability of funding, CDC may introduce future projects that support advanced development of key public health preparedness capabilities in high population cities during the 2019-2024 performance period. This future project may support high

population cities with identifying gaps and strengthening chemical and radiological preparedness.

b) HPP

- Awarding Agency: Department of Health and Human Services, Assistant Secretary for Preparedness & Response (ASPR)
- Funding Authority: Section 319C-2 of the Public Health Services (PHS) Act (title 42 United States Code (USC) 247d-3b), as amended.
Section 311 of the PHS Act (title 42 USC 243), subject to available funding and other requirements and limitations
- Award Recipient: California Department of Public Health
- Catalog of Federal Domestic Assistance (CFDA) Number: 93.889 – National Bioterrorism Hospital Preparedness
- Assistance Type: Formula Grant
- BP2 Grant Number: 5 U3REP190564-02-00
- Federal Award Identification Number (FAIN): U3REP190564
- BP3 Funding Opportunity Announcement (FOA) Number: EP-U3R-19-001
- Title of Project: Hospital Preparedness Program Cooperative Agreement
- Project Period: From 07/01/2019 through 06/30/2024
- HPP Federal Project Description: ASPR's HPP funding is to strengthen and enhance the acute care medical surge capacity through the maintenance and growth of strong Health Care Coalitions (HCCs) within each HPP-funded state, territory, freely associated state, and locality. HPP funds are to build acute care medical surge capacity by ensuring that HPP recipients focus on objectives and activities that advance progress toward meeting the goals of the four capabilities detailed in the 2017-2022 Health Care Preparedness and Response Capabilities and document progress in establishing or maintaining response-ready health care systems through strong HCCs.

c) Pan Flu

Match to federal funding, authorized by the annual California Budget Act

PROGRAM AUTHORITY 4040-Public Health Emergency Preparedness: Health and Safety Code, Sections 100150-100236, 100250-100255, 100325-100950, 101315, 101319, 131000-131020, and 131050-131231; Government Code, Sections 8574.48 and 8587.8-8587.9; and California Code of Regulations, Titles 17 and 22.

4040010 - Emergency Preparedness

The Public Health Emergency Preparedness program coordinates preparedness and response activities for all public health emergencies, including natural disasters, acts of terrorism, and pandemic diseases. The program plans and supports surge capacity in the

medical care and public health systems to meet needs during emergencies. The program also administers federal and state funds that support Public Health emergency preparedness activities.

C. General Information

1. Funding Objective

CDPH-EPO is issuing a funding application request to Local Health Departments or their designated entity for a five-year grant period from July 1, 2022, to June 30, 2027. CDPH-EPO funds PHEP, HPP, Pan Flu, CRI and Lab to LHDs to complete service delivery within their jurisdiction, and to promote planning and preparedness for a response to all public health and medical emergencies, including natural disasters, acts of terrorism, and infectious diseases. The local emergency preparedness program plans shall support surge capacity in public health systems and the health care delivery system to meet the needs during emergencies.

The objective is to award funding for work with PHEP, HPP, Pan Flu, CRI and Lab eligible LHDs. Successful applicants will use jurisdictional hazard and vulnerability assessments, exercises, and real events to assess gaps, and develop improvement plans to inform and galvanize process improvement. Improvements and updates should be at least every three years and used to inform policy, processes, training and exercising needed to be ready for a public health and/or medical emergency that threatens the public's health and the stability of the health care delivery system with a long-term goal of sustaining readiness.

2. Funding Amount

CDPH-EPO will award approximately \$48M each FY dependent upon the annual Federal Continuation Guidance and State award. Attachment 1 is the DRAFT Local Allocation table for FY 2022-23 for each LHJ by funding stream. Each FY CDPH-EPO will release the annual Local Allocation table along with State Continuation Guidance based on federal funding authority and State awards. Refer to Continuation Guidance for additional information.

3. Eligibility

Applicants must be a California Local Health Department or Agency or a Local Health Department's designated entity, from here on referred to as Local Health Jurisdiction (LHJ) that meets all the criteria below:

- i. Operate within the county they authorize to serve,
- ii. Provide proof of non-profit status as part of the response to the Funding Application Request (for example, a copy of your signed 501(c) (3) IRS form),
- iii. Address public health and/or medical emergency preparedness and response planning and implementation and sustainment,
- iv. Follow the California Public Health and Medical Emergency Operations Manual (EOM), California's Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

- v. Demonstrate experience or capacity to provide public health and/or medical emergency preparedness and response planning and implementation to the jurisdiction,
- vi. Collaborate and coordinate with public health and medical emergency preparedness response partners and stakeholders representing the diverse assets, diverse populations in order to meet the public health and medical emergency preparedness and response needs of community, including addressing and promoting the following efforts: tribal engagement, at-risk populations and health equity, and
- vii. Possess the capacity to adhere to the agreement, fiscal and program reporting requirements of CDPH-EPO, CDC and ASPR.

D. Grant Agreement Award Process

Awarded Grant Agreements will be executed by June 30, 2022, for work to begin on July 1, 2022. CDPH-EPO reserves the right to fund any or none of the applications submitted.

Awards will be made to LHJs, whose applications are determined to be technically complete and whose professional qualifications and experience meet the terms of the Funding Application Package. The selection process may include a request for additional information to support the application. In addition, telephone interviews and/or site visits may take place between the selection processes, grant agreement negotiations, and grant agreement award dates.

E. Application Instructions

1. Intent to Apply

Prospective applicants who intend to apply are required to indicate their intention to apply, by submitting the Letter of Intent and Project Representatives. Failure to submit the mandatory, non-binding Letter of Intent will result in application rejection. The mandatory Letter of Intent is non-binding and prospective applicants are not required to apply merely because a Letter of Intent is submitted.

Submitting a Mandatory, Non-Binding Letter of Intent & Project Representatives

The mandatory, non-binding Letter of Intent and Project Representatives must be received by 4:00 pm (PST) on April 19, 2022. Submit the Letter of Intent via email. Email Subject Line: Letter of Intent for Funding Application FY 2022-2027 to LHBTProg@cdph.ca.gov and cc your Contract Manager.

2. Application Webinar

An Application Webinar will be scheduled in April 19 & 20, 2022. The purpose of the webinar is to review the information in this Funding Application Package and answer any questions applicants have regarding the application process.

3. Submission of Application

Submit all required application documents to LHBTProg@CDPH.ca.gov, and cc your Contract Manager, with an email subject line: *LHJ Name* Application documents, in the body of the email list all the attachments included. Application documents 4I-4M are due not later than May 20, 2022.

CDPH-EPO reserves the right to reject any or all applications and/or cancel the grant agreement made under this Funding Application Package. Acceptance of an application is subject to negotiations of an agreement between CDPH-EPO and the applicant.

All materials submitted in response to this Funding Application Package will become the property of CDPH-EPO at the time the application is received. All applicants agree that in applying, they authorize CDPH-EPO to verify any or all claimed information.

All applications must be complete when submitted. CDPH-EPO reserves the right to contact applicants during any application evaluation phase to clarify the content of the application and request changes.

Application will be considered as a representation that:

- i. The LHJ and any subcontractor(s) have carefully investigated all conditions which affect, now and in the future, the performance of the work covered by the application,
- ii. The LHJ and any subcontractor(s) are fully informed concerning the conditions to be encountered, quantity and quality of work to be performed, and
- iii. The LHJ and any subcontractor(s) are familiar with all Federal and State laws that affect the work to be conducted and the persons employed in the work.

Information, Addenda, or Changes

If any clarifications or modifications to this Funding Application Package are necessary, all questions and answers, addenda, or changes will be communicated to the applicant from LHBTProg@cdph.ca.gov. It is the responsibility of applicants to request to join CDPH-EPO emergency preparedness email distribution lists and keep their contact information up to date.

4. Required Application Documents

Complete and submit the required application documents for FY 2022-23. All required application documents for a complete application are included in the checklist on page 2 and detailed below. LHJs work plans and budgets for the current FY will be incorporated into the applicant's five-year agreement.

There are four Workplans; one for each grant (PHEP, HPP and Pan Flu) and one for the Multi-County Local Emergency Medical Services Agencies (MCLEMSA). All local applicants must complete and submit a workplan for each applicable funding stream indicated in Attachment 2 (Letter of Intent). Workplan Instructions are included in Appendix C, this appendix will be updated each FY and be included in the annual Continuation Guidance.

- **Attachment A: PHEP Workplan FY 22-23**

- **Attachment B: HPP Workplan FY 22-23**
- **Attachment C: Pan Flu Workplan FY 22-23**
- **Attachment D: Multi-County LEMSA Workplan FY 22-23**

The budget period for all application funding streams is July 1 to June 30. All budgets are based on the annual allocations for the upcoming FY, use Attachment I – DRAFT Local Allocation tables. Budget Instructions are outlined in Appendix A, this appendix will be updated each FY and be included in the annual Continuation Guidance.

- **Attachment E: PHEP Budget FY 22-23**
- **Attachment F: HPP Budget FY 22-23**
- **Attachment G: Pan Flu Budget FY 22-23**
- **Attachment E: PHEP CRI Budget FY 22-23**
- **Attachment E: PHEP Lab Budget FY 22-23**
- **Attachment H: Budget Personnel Summary FY 22-23**

5. FY Allocations

The DRAFT allocation tables for PHEP, PHEP CRI, PHEP Lab, HPP and Pan Flu funding are listed in Attachment 1, will be updated each FY, and be included in the annual Continuation Guidance.

a) Local Emergency Medical Services Agency (LEMSA) Allocations

Local Entities receiving HPP funding will fund their jurisdiction’s single county LEMSA at \$43,175. There are 25 LHJs that share a LEMSA, the five multi-county LEMSAs contract directly with CDPH-EPO, are required to complete the same workplan activities as the single county LEMSAs, multi-county LEMSAs complete Attachment D.

b) Cities Readiness Initiative (CRI)

California has sixteen LHJs outside of Los Angeles County designated as a CRI jurisdiction. California’s higher risk Metropolitan Statistical Areas (MSAs) are Los Angeles-Long Beach-Anaheim, San Diego-Carlsbad, and San Francisco-Oakland-Hayward. *City of Berkeley receives CRI funding; it is not counted as a separate CRI jurisdiction by the CDC. CRI LHJs complete Attachment E (PHEP Budget).

California CRI – Local Entities		
Alameda	Orange	San Diego
*City of Berkeley	Placer	San Francisco
Contra Costa	Riverside	San Mateo
El Dorado	Sacramento	Santa Clara
Fresno	San Benito	Yolo
Marin	San Bernardino	

c) Local Laboratory Response Network – Biological (LRN-B)

Fourteen of California’s public health labs are designated as LRN-B Reference Public Health Laboratories, see table below. *Twelve LRN-B Reference Public Health Laboratories are allocated \$281,933 of PHEP funding each year. LRN-B LHJs complete Attachment E (PHEP Budget).

LRN-B Reference Public Health Laboratories		
California Department of Public Health	*Sacramento	*Santa Clara
*Fresno	*San Bernardino	*Shasta
*Humboldt	*San Diego	*Sonoma
Los Angeles	*San Joaquin	*Tulare
*Orange	*San Luis Obispo	

An Annual Single Audit for the previous fiscal year, must be provided annually. The Annual Single Audit is reviewed and provided to CDPH’s internal audits program prior to the applicant’s audit. The Single Audit applies to state, local government, and nonprofit recipients. Single Audit must be submitted to the [Federal Audit Clearinghouse \(FAC\)](#), and to any Federal agency who specifically requests it. Federal guidelines require recipients to submit the documents no more than 30 days after the auditor issues its report or 9 months after the final day of the audit period, whichever comes first. Refer to <https://www.ecfr.gov/cji-bin/text-idx?node=sp2.1.200.f>. All LHJs must provide their Annual Single Audit, **if** the audit is not available at the time the Application Package is due, please provide a letter from your health officer or fiscal officer stating when the Annual Single Audit will be provided. All LHJs provide their Single Audit for the previous FY.

- **Annual Single Audit of FY 21-22**

Current contact information for the emergency preparedness and response programs in LHJs must be submitted and kept up to date throughout the fiscal year. Complete and submit Contact Information, Attachment I. All LHJs complete Attachment I

- **Attachment I - Contact Information FY 22-23**

Government Agency Taxpayer ID form, CDPH9083, is used to confirm applicant’s payment address each fiscal year for Quarter 1 payments and future invoice reimbursements. Applicants must include this form each FY. All LHJs complete Attachment J.

- **Attachment J: Government Agency Taxpayer ID form**

6. If Applicable

A Health Officer Letter is required when the Local Health Department or Agency designates another entity to perform the programmatic and fiscal duties during the five-year agreement.

- Health Officer Letter

Local Public Health Laboratories designated as a Laboratory Response Network – Biological (LRN-B) are eligible to apply for additional funding to support Microbiologist training. For more information on how to apply for the PHEP Laboratory Training and Assistance funds, refer to Attachment M.

- Attachment M: PHEP Lab Training and Assistance application

The Inventory Disposal Schedule, Attachment L, is used to report any single piece of equipment with a value of \$5,000 or more that was disposed of during the fiscal year.

- Attachment L: Inventory Disposal Schedule

If the Local Entity has any outstanding audit finding(s) from prior years, a Fiscal CAP is required for each fiscal year when the audit finding(s) are unresolved.

- Attachment K: Fiscal Corrective Action Plan

7. Application Questions

Submit all application questions or concerns to LHBTProg@CDPH.ca.gov, and cc your Contract Manager, with an email subject line: *LHJ Name* Application Question, in the body of the email include your question, or outline your concerns and attach any relevant documents.

F. Funding Requirements

Each FY applicants are required to complete the following activities.

a) Capabilities Planning Guides

LHJs are required to complete the Public Health and Health Care Capabilities Planning Guides (CPGs). The CPG data are a point in time self-assessment of current preparedness abilities, used to identify gaps and guide planned activities for the upcoming FY. CDPH-EPO will provide the CPG questions and instructions on completing and submitting the CPG responses in the second quarter of each FY.

b) Emergency Preparedness Training Workshop (EPTW)

All LHJ Program Coordinators are required to attend the annual CDPH-EPO Emergency Preparedness Training Workshop (EPTW). Each FY EPTW will notify all LHJs via email and provide a link to the EPTW website with the dates, location, registration fee, agenda, and other details. CDPH-EPO encourages Local Entity staff, HPP Healthcare Partners, Healthcare Coalition partners, local Office of Emergency Services and Local Emergency Medical Services (LEMSA) staff to attend the EPTW.

c) Inventory

All LHJs must maintain a list of equipment and/or property purchased with federal and State funds for emergency planning and preparedness. LHJs must include both major and minor equipment and/or property on their inventory list and follow the Code of Federal Regulations (CFR) for purchasing and disposing of equipment and/or property if purchased with federal funds. LHJs will be required to complete federal documentation of purchases and disposals of equipment and/or property that costs \$5,000 or more, to CDPH-EPO.

- i. Major equipment/property: A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- ii. Minor equipment/property: A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

d) Mid-Year and Year End Reporting

Each FY programmatic and fiscal progress reports are due for all funding streams to CDPH-EPO twice a year at mid-year and end of year. The programmatic progress report is included within the Workplans and the instructions for completing the report section are within the Work Plan Instructions. The progress expenditure report templates and instructions will be provided via email prior to the due dates.

Due Dates:

- Mid-Year Reports (all): January 31, 2023
- Year End Work Plan Progress Reports: July 30, 2023
- Year End Expenditure Report Approval: 10 days after the approval of a Local Entity' Final Invoice

Submit all Progress Reports via email to LHBTProg@cdph.ca.gov and copy your assigned Project Officer and Contract Manager.

e) Performance Measures

All LHJs may be required to submit federal and State performance measures for each funding stream. LHJs will be informed of what performance measures apply, by funding stream within the Local Work Plans and/or via email. In addition, LHJs may be requested to submit additional data and documents during the five-year agreement as required by the federal funding authority and/or CDPH-EPO.

f) Site Visits

CDPH-EPO Project Officers and Contract Managers will conduct annual site visits of all LHJs or their designated entities to review progress on grant deliverables and activities and provide technical assistance. Site visits are an opportunity for LHJs to share best practices, trainings, exercises, and other events demonstrating grant progress, as well as discuss any challenges or

barriers. Annual site visits may be virtual or in-person, depending on state and/or local restrictions.

g) Statewide Medical Health Exercise (SWMHE)

All LHJs must participate in the annual Statewide Medical and Health Exercise (SWMHE). Each FY SWMHE will notify all LHJs via email and provide a link to the SWMHE website with the dates, incident, location(s), capabilities being tested, and other details. LHJs should utilize their participation in this exercise to complete multiple exercise requirements and encourage participation from all members of their Health Care Coalition, LEMSA and OES.

G. Additional Information

Additional information to assist LHJs with their application, managing and reporting progress.

i. Appendix A - Budget Instructions

Instructions on how to complete the budget templates, include expanded authority (carry-forward) funds and budget revisions.

ii. Appendix B - What's Allowable Matrix

Guide to items that are allowable to purchase by budget category and purpose.

iii. Appendix C - Work Plan Instructions

Instructions on how to complete the work plan templates, including progress reporting.

H. Audit

All funding is subject to an audit by CDPH's Internal Audits program for each FY funding was received. CDPH-EPO assesses the risk of each LHJ based on their ability to meet deliverable deadlines, provide complete and accurate reports, appropriately budget and expend their funds. The assessment is utilized by CDPH's Internal Audits program to determine the type of audit, desktop or onsite, to be performed. CDPH's Internal Audits aims to perform a fiscal audit on all federal funds for each LHJ at least once during a three-year period.

I. Continuation Guidance

Successive fiscal years applicants will receive an annual Continuation Guidance which will include updated federal and State funding requirements, and the annual allocation for the upcoming fiscal year. Updated application documents, per the checklist on page 2, must be completed and submitted each successive fiscal year upon request during the five-year agreement. All LHJs will receive an email notification prior to the upcoming FY providing the annual Continuation Guidance, the annual allocations, updates to the Local work plan activities and deliverables and updates from Federal and State.



California Department of Public Health
Emergency Preparedness Office

Date:

FY 2022-23 to FY 2026-27
Local Health Department Work Plan for
Public Health Emergency Preparedness (PHEP)

[Local Entity Name]

Region:

Population size:

This is a short list of requirements for the Public Health Emergency Preparedness (PHEP) funding.

Instruction

Please use the drop down menus in each "box" and select an option.

Requirement

Use the drop down to indicate the year the requirement was or will be completed.

Conduct a public health full Jurisdictional Risk Assessment (JRA) must be completed at least once every five years (rolling five years).
See Domain 1, Domain Activity 1.1

Exercises

Use the drop down to indicate the year the exercise was or will be completed.

DRILL: Facility setup must be completed once a year.
See Domain 4, Domain Activity 1.1-1.2 for more information.

DRILL: Staff notification and assembly must be completed once a year.
See Domain 4, Domain Activity 1.1-1.2 for more information.

DRILL: Site activation must be completed once a year.
See Domain 4, Domain Activity 1.1-1.2 for more information.

TABLE TOP: Anthrax must be complete at least once every five years (rolling five years).
See Domain 4, Domain Activity 1.4 for more information.

TABLE TOP: Pandemic influenza must be completed at least once every five years (rolling five years).
See Domain 4, Domain Activity 1.3 for more information.

FULL-SCALE: Pandemic influenza, for the critical work force, at least once every five years (rolling five years).
See Domain 4, Domain Activity 1.3 for more information.

FULL-SCALE: Joint PHEP-HPP exercise at least once every five years (rolling five years).
See Domain 1, Domain Activity 2.2 for more information

FULL-SCALE: Anthrax dispensing exercise at least once every five years (rolling five years). MSAs only.
See Domain 4, Domain Activity 1.4 for more information.

AAR/IP

Submission with each incident of a functional and full-scale exercise each year.

EPTW

Attend the Emergency Preparedness Training Workshop (EPTW) each year.

MYTEP

Multi-year Training and Exercise Plan (MYTEP) that specifies at least two years of trainings and exercises, must be updated each year. MYTEP should address the needs and priorities identified in previous AARs/Ips and demonstrate coordination with partners and stakeholders.

Plans

Use the drop down to indicate the activity that will occur for the plan in the FY.

Develop and maintain current version of the following plans (may be included as annexes or components in larger plans).

Listed plans are referenced throughout this work plan.

Listed plans must be reviewed, updated and signed by the respective partners at least once every three years and made available for review prior to site visits.

All hazards preparedness and response plan.
See Domain 1, Domain Activity 6.1 for more information.

Infectious disease response plan.
See Domain 1, Domain Activity 6.1 for more information.

Pandemic influenza plan.
See Domain 1, Domain Activity 6.1 for more information.

Medical countermeasure distribution and dispensing plans.
See Domain 1, Domain Activity 6.1 for more information.

Continuity of operations (COOP) plans.
See Domain 1, Domain Activity 6.1 and Domain 6, Activity 2.7 for more information.

Chemical, biological, radiological, and nuclear (CBRN) threat response plans.
See Domain 1, Domain Activity 6.1 for more information.

Plan(s) that support the volunteer recruitment and management.
See Domain 5, Activity 4.2 for more information.

[Local Entity Name]

Domain 1:	Strengthen Community Resilience
Description:	Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

1 Known Gaps:	
----------------------	--

Capability 1:	Community Preparedness
Capability 2:	Community Recovery

2 Classify Activity:	Are you Building or Sustaining this Domain?
-----------------------------	---

Outcomes:	1 Analyze JRA results to determine strategic priorities, identify program gaps, and prioritize preparedness investments. 2 Develop a comprehensive whole-community approach to preparedness management. 3 Have a comprehensive preparedness program including a whole community approach and engaged ESF partners. 4 Create a progressive, multiyear training and exercise program with increasingly complex exercises to improve operational readiness across multiple hazards.
------------------	---

Domain Activity 1:	Determine the Risks to the Health of the Jurisdiction	3 FY 2022-23						3 FY 2023-24							
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1 LHDs will collaborate in conjunction with stakeholders, partners and tribal entities to complete a JRA once every 5 years (FY 2019-2024), to identify potential hazards, vulnerabilities, and risks within the community that relate to the public health, medical, and mental/behavioral health systems and the access and functional needs of at-risk individuals. FY 21-22 Continue to work on this activity and deliverable and report. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 7 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 1, Activity 2 PHEP Capabilities Guide pages 20-22														
Activities	2														
	3														
	4														
Functions used to guide your planned activities															
	1	Capability 1, F1 Determine the risks to the health of the jurisdiction.													
Outputs from the planned activities															
	1	Complete a JRA once within the 5-year period (FY 2019-2024). (Activity 1)													
Outputs	2														
	3														
	4														
Notes	1														
	2														
	3														

		FY 2022-23						FY 2023-24							
Domain Activity 2:	Ensure HPP Coordination (HPP Coordination occurs throughout PHEP, not limited to the activities below.)	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs will continue assessing risk, planning, coordinating, and exercising with HPP counterparts, including HCC's. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide HPP Coordination. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide HPP Coordination.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 7-8 FY 2019-20 Local PHEP Work Plan, multiple locations, key word search HPP and HCC. PHEP Capabilities Guide, multiple locations, key word search HPP and HCC. FY 22-23 HPP Workplan, Capability 2, Phase 3, Objective 3, Activity 2.2													
	2	LHD's will plan and participate in at least one joint exercise with HPP and emergency management at least once in every 5 year period (currently 2019-2024). LHDs can meet this requirement with a functional exercise, full scale exercise, or real incident. Recommend meeting multiple program requirements with this exercise or real incident, by including PHEP, HPP, MCM, CRI and other exercise requirements. FY 21-22 Continue to work on this activity and deliverable and report. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: CDPH Statewide Medical & Health Exercise, https://www.cdph.ca.gov/Programs/EPO/Pages/swmhe.aspx CDC NoFO PHEP CDC RFA TP19-1901, page 7-8, 38-41 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 4, Activity 2 PHEP Capabilities Guide, Capability 3, Skills & Training FY 21-22 HPP Workplan, Capability 1, Phase 3, Objective 4, Activity 3.1													
Activities	3														
	4														
	5														
Functions used to guide your planned activities															
	1	Capability 1, F3 Coordinate with partners and share information through community social networks.													
	2	Capability 1, F4 Coordinate training and provide guidance to support community involvement with preparedness efforts.													
Outputs from the planned activities															
	1	Coordinated planning and preparedness activities with HPP/HCC partners. (Activity 1)													
	2	Develop or assist in the development of an AAR/IP within 90 days of the exercise or real event. (Activity 2)													
	3	Share with all appropriate stakeholders or verify sharing of finalized AAR/IP. (Activity 2)													
	4	<i>FY 22-23</i> Complete CDPH survey of top improvements identified in <i>FY 21-22</i> . (Activity 2)													
Outputs	5														
	6														
	7														
Notes	1														
	2														
	3														

Domain Activity 3: Plan for the Whole Community		FY 2022-23							FY 2023-24						
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs will have procedures in place to identify individuals with access and functional needs that may be at risk of being disproportionately impacted by incidents with public health consequences. LHDs can use the CMIST framework to update and maintain procedures to identify at-risk populations disproportionately impacted by incidents or events as defined in the CMIST framework. Communication; Maintaining Health; Independence; Support, Safety and Self-determination; Transportation (CMIST). FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 8 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 4, Activity 2 PHEP Capabilities Guide, page 20 FY 22-23 HPP Workplan, Capability 1, Phase 1, Objective 2, Activity 4.4													
	2	LHDs, in coordination with HPP, will continue to encourage participation of social services including faith based partners, child service providers, community based organizations, mental/behavioral health organizations in community preparedness planning to address needs during an emergency in the jurisdiction. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 8-9 FY 2019-20 Local PHEP Work Plan, Capability 1, Functions 1-4 PHEP Capabilities Guide, multiple locations, key word search social services, faith based, child services, community, and mental/behavioral health FY 22-23 HPP Workplan, Capability 1, Phase 1, Objective 2, Activity 4.4													
	3	Identify LHD's role in family reunification. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 9 FY 2019-20 Local PHEP Work Plan, Capability 1, Functions 2, Activity 1 PHEP Capabilities Guide, multiple locations, key word search family reunification													
Activities	4														
	5														
	6														

Functions used to guide your planned activities	
	1 Capability 1, F1 Determine the risks to the health of the jurisdiction.
	2 Capability 1, F2 Strengthen community partnerships to support public health preparedness.
	3 Capability 1, F3 Coordinate with partners and share information through community social networks.
	4 Capability 1, F4 Coordinate training and provide guidance to support community involvement with preparedness efforts.
	5 Capability 2, F1 Identify and monitor community recovery needs.
	6 Capability 2, F2 Support recovery operations for public health and related systems for the community
Outputs from the planned activities	
	1 Document procedures that identify at-risk populations and those individuals with access and functional needs that may be disproportionately impacted. (Activity 1)
	2 Document partners and stakeholders. (Activity 2)
	3 Document role and responsibility in family reunification. (Activity 3)
Outputs	4
	5
	6
Notes	
	1
	2
	3

Domain Activity 4: Focus on Tribal Planning and Engagement		FY 2022-23							FY 2023-24						
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHD's should engage with federally recognized Native American Tribal entities for emergency preparedness planning and response activities. LHD's whose boundaries include tribal reservations and tribal communities will attempt to engage with federally recognized American Indian tribes for emergency preparedness planning and response activities. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide tribal engagement. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide tribal engagement.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 9-10 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 7 PHEP Capabilities Guide, multiple locations, key word search Tribal, Tribes, and native FY 22-23 HPP Workplan, Capability 1, Phase 1, Objective 5, Activity 3.1													
Activities	2														
	3														
	4														
Functions used to guide your planned activities															
	1	Capability 1, F2 Strengthen community partnerships to support public health preparedness.													
	2	Capability 1, F3 Coordinate with partners and share information through community social networks.													
	3	Capability 1, F4 Coordinate training and provide guidance to support community involvement with preparedness efforts.													
Outputs from the planned activities															
	1	Document engagement efforts on Tribal planning (Activity 1)													
	2	In person meeting or attempt(s) to have an in person meeting. (Activity 1)													
	3	FY 20-24 Utilize new engagement techniques, as needed, based on lessons learned during COVID-19. (Activity 1)													
Outputs	4														
	5														
	6														
Notes	1														
	2														
	3														

		FY 2022-23						FY 2023-24							
Domain Activity 5:	Ensure Emergency Support Function (ESF) Cross-Discipline Coordination and Partner and Stakeholder Collaboration	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs, in coordination with HPP, will continue to encourage participation of government agencies and stakeholders with an ESF role including the MHOAC, RDMHS, emergency management, EMS, behavioral/mental health, environmental health, organizations serving older adults, and education and child care systems. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating this process. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating this process.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 10 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 3, Activity 3 PHEP Capabilities Guide, multiple locations, key word search ESF, Partner and Stakeholder. CDPH training on Environmental Health Training in Emergency Response (EHTER) is available, contact: Allison.Wilder@cdph.ca.gov FY 22-23 HPP Workplan, Capability 2, Objective 1, Activity 2.1 - 2.3													
Activities	2														
	3														
	4														
Functions used to guide your planned activities															
	1	Capability 1, F3 Coordinate with partners and share information through community social networks.													
	2	Capability 2, F2 Support recovery operations for public health and related systems for the community													
Outputs from the planned activities															
	1	Identify and document partners and stakeholders with a role in ESF 8 (Activity 1)													
	2	FY 21-22 Update and maintain ESF 8 list of partners and stakeholders. (Activity 1)													
Outputs	3														
	4														
	5														
Notes	1														
	2														
	3														

Domain Activity 6:	Strengthen and Implement Plans through Training and Exercising	FY 2022-23						FY 2023-24							
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs will develop and maintain training and exercise plans for building and/or sustaining public health preparedness and response capability. -All-hazards preparedness and response plan -Infectious disease response plan -Pandemic Influenza plan -Medical countermeasures distribution and dispensing plans -Continuity of operations plans (COOP) -Chemical, biological, radiological, and nuclear (CBRN) threat response plans - Plans that support the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) or volunteer management plan -Communications plan Plans must be reviewed, and updated at least every 3 years. FY 21-22 Continue to work on this activity and deliverable and report. Utilize COVID-19 and other response activities, AAR(s) and IP(s) to update preparedness and response plans. Use the PHEP Capabilities Guide for a list of stakeholders to include in planning process. <i>FY 22-23 Continue to work on this activity and deliverable and report. Utilize COVID-19 and other response activities, AAR(s) and IP(s) to update preparedness and response plans. Use the PHEP Capabilities Guide for a list of stakeholders to include in planning process.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 11-12 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 5 PHEP Capabilities Guide, multiple locations, key word search the plans listed above. FY 2019-20, thru to 2022-2023 Pan Flu Workplan. <i>FY 22-23 HPP Workplan, Capability 1, Phase 1, Objective 2, Activity 1.1</i>													
	2	LHDs will participate in the Emergency Preparedness Training Workshop (EPTW). Develop and provide multiyear training and exercise plans (MYTEPS) that specify at least two years of trainings and exercises. The MYTEP should address the needs and priorities identified in previous AARs/IPs; demonstrate coordination with applicable entities, partners, and stakeholders; and describe methods to leverage and allocate resources to the maximum extent possible. FY 20-21 EPTW canceled. <i>FY 21-22 EPTW canceled.</i> <i>FY 22-23 EPTW will be held in the spring.</i> FY 21-22 MYTEP(s) developed based on lessons learned from previous year. <i>FY 22-23 MYTEP(s) developed based on lessons learned from previous year.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 11 FY 2019-20 Local PHEP Work Plan, Capability 1, Functions 4, Activity 1 PHEP Capabilities Guide, multiple locations, key word search multi-year, train, exercise, after-action, and improvement plan. FY 22-23 HPP Workplan, Capability 1, Phase 2, Objective 4, Activity 2.2													
	3	LHDs will develop evaluative processes to review, revise, and maintain plans based on the resulting priorities, needs, findings, and corrective actions of exercises, real incidents, trainings, and assessments. These processes must be used to develop and inform AARs/IPs. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 11-12 FY 2019-20 Local PHEP Work Plan, Capability 1, Functions 4, Activity 1 PHEP Capabilities Guide, multiple locations, key word search multi-year, train, exercise, after-action, and improvement plan													
Activities	4														
	5														
	6														

Functions used to guide your planned activities	
	1 Capability 1, F1 Determine the risks to the health of the jurisdiction.
	2 Capability 1, F4 Coordinate training and provide guidance to support community involvement with preparedness efforts.
	3 Capability 2, F2 Support recovery operations for public health and related systems for the community
Outputs from the planned activities	
	1 Develop MYTEPs that specify at least two years of training and exercises. (Activity 2)
	2 Document evaluation and improvement planning. (Activity 3)
	3 Coordinate training and exercise implementation with partners and stakeholders. (Activity 1)
	4 Develop and maintain plans appropriately. (Activity 1)
Outputs	5
	6
	7
Notes	1
	2
	3

Domain Activity 7:	Obtain Public Comment and Input	FY 2022-23							FY 2023-24						
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs will share with stakeholders and community partners public health emergency preparedness and response plans as appropriate for input. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide obtaining input and comment. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide obtaining input and comment.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 12 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 5; Capability 2, Function 3, Activity 1 PHEP Capabilities Guide, multiple locations, key word search public input.													
Activities	2														
	3														
	4														
Functions used to guide your planned activities															
	1	Capability 1, F2 Strengthen community partnerships to support public health preparedness.													
Outputs from the planned activities															
	1	Document stakeholder and community partner input. (Activity 1)													
Outputs	2														
	3														
	4														
Notes	1														
	2														
	3														

[Local Entity Name]

Domain 2:	Strengthen Incident Management
Description:	Incident management is the ability to activate, coordinate and manage health and medical emergency operations throughout all phases of an incident through use of a flexible and scalable incident command structure that is consistent with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

1 Known Gaps:	
----------------------	--

Capability 3:	Emergency Operations Coordination
----------------------	-----------------------------------

2 Classify Activity:	Are you Building or Sustaining this Domain?
-----------------------------	---

Outcomes:	1 Continuity of emergency operations throughout the response and recovery of a public health incident.
------------------	--

Domain Activity 1:	Activate and Coordinate Public Health Emergency Operations	3 FY 2022-23							3 FY 2023-24						
		FY 2022-23 Activity	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs will update and maintain procedures for activating, operating, managing, and staffing the public health emergency operations center. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 12-13 FY 2019-20 Local PHEP Work Plan, Capability 3, Function 1, Activities 1, 4; Function 2, Activity 3 PHEP Capabilities Guide pages 34-41													
	2	LHDs will train response staff, formal and/or informal, in the EOM, SEMS, NIMS and EOC/DOC section specific processes. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide staff training on incident management. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide staff training on incident management.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 12-14 FY 2019-20 Local PHEP Work Plan, Capability 3, Function 1, Activities 2-5; Function 2, Activities 2 & 4; Function 4, Activities 1-4 PHEP Capabilities Guide pages 12-41 FY 22-23 HPP Workplan, Capability 1, Phase 2, Objective 4, Activity 1.1													
	3	LHDs will update the EOC/DOC medical health personnel responder list. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 12-14 FY 2019-20 Local PHEP Work Plan, Capability 3, Function 1, Activity 2; Function 2, Activity 1 PHEP Capabilities Guide pages 12-41													
	4	LHDs will have a plan for demobilization to return to "ready state" of operations. <i>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating the demobilization process.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 12-14 FY 2019-20 Local PHEP Work Plan, Capability 3, Function 5, Activities 1-3 PHEP Capabilities Guide pages 41-42													
	5														
	6														
	7														

Functions used to guide your planned activities	
	1 Capability 3, F1 Conduct preliminary assessment to determine the need for activation of public health emergency operations.
	2 Capability 3, F2 Activate public health emergency operations.
	3 Capability 3, F3 Develop and maintain an incident response strategy.
	4 Capability 3, F4 Manage and maintain the public health response.
	5 Capability 3, F5 Demobilize and evaluate public health emergency operations.
Outputs from the planned activities	
	1 Trained staff on updated policies and procedures for activating, operating, and managing emergency response and recovery. (Activity 2)
	2 FY 21-22 LHDs will have updated operation center procedures. (Activity 1)
	3 FY 21-22 Current list of staff trained to work in the EOC/DOC. (Activity 3)
	4 FY 21-22 Update Demobilization Plan. (Activity 4)
Outputs	5
	6
	7
Notes	1
	2
	3

[Local Entity Name]

Domain 3:	Strengthen Information Management
Description:	Information management is the ability to develop and maintain systems and procedures that facilitate the communication of timely, accurate, and accessible information, alerts, and warnings using a whole community approach. It also includes the ability to exchange health information and situational awareness with federal, state, local, territorial, and tribal governments and partners.

1 Known Gaps:	
----------------------	--

Capability 4:	Emergency Public Information and Warning
Capability 6:	Information Sharing

2 Classify Activity:	<input type="checkbox"/> <i>Are you Building or Sustaining this Domain?</i>
-----------------------------	---

Outcomes:	<p>1 Establish a standardized system for information sharing which will assess situational awareness and create a common operating picture.</p> <p>2 Have access to a standardized joint information system to develop, coordinate, disseminate timely and accurate information alerts, warnings, and notification to the public including at risk populations..</p>
------------------	--

		FY 2022-23						FY 2023-24						FY 2024-25		
Domain Activity 1:	Maintain Situational Awareness during Incidents	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2024-25 Activity
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier		
Activities	1	LHDs will establish a common operating picture, that facilitates coordinated information sharing among all public health, health care and necessary partners and stakeholders, for example environmental health. This includes state, local, tribal, and the region and their respective preparedness programs, public health laboratories, communicable disease programs and programs addressing health care-acquired infections. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 16 FY 2019-20 Local PHEP Work Plan, Capability 6, Function 2, Activities 1, 2, 10 PHEP Capabilities Guide pages 62-69														
	2	LHDs will sustain a program that facilitates coordinated information sharing among all public health, health care, and necessary partners and stakeholders. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide information sharing processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide information sharing processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 16 FY 2019-20 Local PHEP Work Plan, Capability 6, Function 1, Activities 1-2; Function 2, Activities 3-7 PHEP Capabilities Guide pages 62-69														
Activities	3															
	4															
	5															
Functions used to guide your planned activities																
	1	Capability 6, F1 Identify stakeholders that should be incorporated into information flow and define information sharing needs.														
	2	Capability 6, F2 Identify and develop guidance standards and systems for information exchange.														
	3	Capability 6, F3 Exchange information to determine a common operating picture.														
Outputs from the planned activities																
	1	Have or have access to a tool that collects information to create situational awareness in a common operating picture. Provide documentation of utilizing the information tool during real world incident, exercise, and/or planned event.														
	2	FY-21-22 LHD staff trained on information sharing process.														
Outputs	3															
	4															
	5															
Notes	1															
	2															
	3															

		FY 2022-23						FY 2023-24						FY 2024-25		
Domain Activity 2:	Coordinate Information Sharing	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2024-25 Activity Type
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier		
Activities	1	LHDs will have or have access to communication systems that maintain or improve reliable, resilient, interoperable and redundant information and communication systems and platforms, including those for bed availability, EMDS data, and patient tracking , and provide access to HCC members and other partners and stakeholders. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating information coordination. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating information coordination.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 16-17 FY 2019-20 Local PHEP Work Plan, Capability 6, Function 2, Activities 5, 6, 8, 9; Function 3, Activities 6, 7 PHEP Capabilities Guide pages 62-69 FY 22-23 HPP Workplan, Capability 2, Phase 1, Objective 2, Activity 1.2-1.3														
	2	LHDs will provide situational awareness information to MHOAC program, during emergency response operations and as requested. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating information sharing techniques. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating information sharing techniques.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 16-17 FY 2019-20 Local PHEP Work Plan, Capability 6, Function 3, Activities 3 PHEP Capabilities Guide pages 62-69														
	3	LHDs will utilize the California Health Alert Network (CAHAN) to share emergent public health and medical threats. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating information sharing processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating information sharing processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 16-17 FY 2019-20 Local PHEP Work Plan, Capability 6, CAHAN PHEP Capabilities Guide pages 62-69														
Activities	4															
	5															
	6															
Functions used to guide your planned activities																
	1	Capability 6, F1 Identify stakeholders that should be incorporated into information flow and define information sharing needs.														
	2	Capability 6, F2 Identify and develop guidance standards and systems for information exchange.														
	3	Capability 6, F3 Exchange information to determine a common operating picture.														
Outputs from the planned activities																
	1	Provide Documentation showing use of communication systems during real life incident, exercise, and/or event. (Activity 1)														
	2	Provide flash report and situation reports to your MHOAC Program, during real events or exercises as needed. (Activity 2)														
	3	LHDs will maintain participation in the California Health Alert Network and participate in all contact drills. (Activity 3)														
Outputs	4															
	5															
	6															
Notes	1															
	2															
	3															

		3 FY 2022-23						3 FY 2023-24						3 FY 2024-25		
Domain Activity 3:	Coordinate Emergency Information and Warning	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2024-25 Activity
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier				
Activities	1	LHDs will, in coordination with HCC, develop, and disseminate information, alerts, warnings, and notifications to the public. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 17 FY 2019-20 Local PHEP Work Plan, Capability 4, Function 1, Activities 1 & 4; Function 5, Activities 1-3 PHEP Capabilities Guide pages 43-51 FY 22-23 HPP Workplan, Capability 2, Phase 3, Objective 3, Activity 3.3														
	2	LHDs have or have access to a Communications Plan that utilizes crisis and emergency risk communication (CERC) principles, including PIO roles, responsibility, and trainings, and the joint information system activation criteria. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 17 FY 2019-20 Local PHEP Work Plan, Capability 4, Function 2, Activities 1-2; Function 3, Activity 1 PHEP Capabilities Guide pages 43-51														
Activities	3															
	4															
Functions used to guide your planned activities																
	1	Capability 4, F1 Activate the emergency public information system														
	2	Capability 4, F2 Determine the need for a Joint Information System														
	3	Capability 4, F3 Establish and participate in information system operations														
	4	Capability 4, F4 Establish avenues for public interaction and information exchange														
		Capability 4, F5 Issue public information, alerts, warnings, and notifications														
	5	Capability 6, F2 Identify and develop guidance standards and systems for information exchange.														
	6	Capability 6, F3 Exchange information to determine a common operating picture.														
Outputs from the planned activities																
	1	LHDs will have or have access to message templates based on Jurisdiction Risk Assessment (JRA) as appropriate. (Activity 1)														
	2	Documentation of crisis communication elements identified in exercises, real world incidents and or planned events. (Activity 2)														
Outputs	3															
	4															
Notes	1															
	2															
	3															

[Local Entity Name]

Domain 4:	Strengthen Countermeasures and Mitigation
Description:	Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate nonpharmaceutical and responder safety and health measures during response to a public health incident.

1 Known Gaps:	
----------------------	--

Capability 8:	Medical Countermeasure Dispensing and Administration
Capability 9:	Medical Materiel Management and Distribution
Capability 11:	Nonpharmaceutical Interventions
Capability 14:	Responder Safety and Health

2 Classify Activity:	<i>Are you Building or Sustaining this Domain?</i>
-----------------------------	--

Outcomes:	<ol style="list-style-type: none"> 1 Continuity of emergency operations management for emergency or incident requiring MCM dispensing/distribution. 2 Before, during, and after an incident, ensure the safety and health of responders. 3 Timely implementation of public health intervention and control measures.
------------------	---

Domain Activity 1:	Develop and Exercise Plans for MCM Distribution, Dispensing, and Vaccine Administration	FY 2022-23						FY 2023-24						
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier			Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs will develop and submit distribution drills; Site activation, staff call down, and pick list. FY 20-21 Activity and Output waived. <i>FY 21-22 Activity and Output waived.</i> <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 18 FY 2019-20 Local PHEP Work Plan, Capability 8, Function 4 PHEP Capabilities Guide pages 80-90												
	2	LHDs will develop and submit dispensing drills; Facility set up, staff notification and assembly, and site activation. FY 20-21 Activity and Output waived. <i>FY 21-22 Activity and Output waived.</i> <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 18 FY 2019-20 Local PHEP Work Plan, Capability 8, Function 4 PHEP Capabilities Guide pages 80-90												
	3	LHDs will conduct pandemic influenza exercise; TTX, functional, and full scale if applicable. FY 20-21 May use COVID-19 to meet the Activity and Output. <i>FY 21-22 May use COVID-19 to meet the Activity and Output.</i> <i>FY 22-23 Continue to work on this activity and deliverable.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 18 FY 2019-20 Local PHEP Work Plan, Capability 8, Function 4 PHEP Capabilities Guide pages 80-90 FY 2019-20, thru to 2022-2023 Pan Flu Workplan, Objective 7 FY 21-22 HPP Workplan, Capability 4, Phase 3, Objective 2, Activity 9.10												
	4	LHDs (CRI) will conduct anthrax exercises; TTX, full scale if applicable FY 20-21 May use COVID-19 to meet the Activity and Output. <i>FY 21-22 May use COVID-19 to meet the Activity and Output.</i> <i>FY 22-23 Continue to work on this activity and deliverable.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 18 FY 2019-20 Local PHEP Work Plan, Capability 8, Function 4 PHEP Capabilities Guide pages 80-90 FY 22-23 HPP Workplan Capability 3, Phase 2, Objective 5, Activity 2.2												
	5	LHDs will conduct annual CHEMPACK trainings and exercises, e.g., meetings, drills, workshop, TTX, functional or full-scale with appropriate partners. FY 20-21 Activity and Output waived. <i>FY 21-22 Activity and Output waived.</i> <i>FY 22-23 Continue to work on this activity and deliverable.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 18 FY 2019-20 Local PHEP Work Plan, Capability 8, Function 4 PHEP Capabilities Guide pages 80-90 FY 22-23 HPP Workplan Capability 3, Phase 2, Objective 5, Activity 2.2												
Activities	6													
	7													
	8													

Functions used to guide your planned activities	
	1 Capability 8, F1 Determine medical countermeasures dispensing/administration strategies.
	2 Capability 8, F2 Receive medical countermeasures to be dispensed/administered.
	3 Capability 8, F3 Activate medical countermeasure dispensing/administration operations.
	4 Capability 8, F4 Dispense/administer medical countermeasures to targeted population(s).
	5 Capability 8, F5 Report adverse events.
Outputs from the planned activities	
	1 Implement corrective action plan(s) or improvement plan(s), based on exercise or real event.
	2 Verified site and staff contact list, as a result of submitted exercises and drills. (Activity 1)
	3 Complete PHEP reporting requirements.
	4 FY 21-22 Prepared for MCM activation.
Outputs	5
	6
	7
Notes	1
	2
	3

Domain Activity 2:	Maintain Preparedness Plans Based on Risks	FY 2022-23					FY 2023-24									
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier		
Activities	1 LHDs will review and update MCM plans e.g., bioterror and emerging infectious disease. FY 20-21 Option to reduce or pause Activity and Output. <i>FY 21-22 Option to reduce or pause Activity and Output.</i> <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating of plans.</i> Reference: FY 2020-21 Local PHEP Work Plan, Domain 1, Domain Activity 6 CDC NoFO PHEP CDC RFA TP19-1901, page 19-20 FY 2019-20 Local PHEP Work Plan, Capability 8, Function 1, Activity 2 PHEP Capabilities Guide pages 80-84 FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.3															
Activities	2															
	3															
	4															
Functions used to guide your planned activities																
	1 Capability 8, F1 Determine medical countermeasure dispensing/administration strategies.															
Outputs from the planned activities																
	1 Implement corrective action plan(s) or improvement plan(s), based on exercise or real event.															
Outputs	2															
	3															
	4															
Notes	1															
	2															
	3															

Domain Activity 3:	Participate in ORRs and Self Assessment	FY 2022-23						FY 2023-24							
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs (CRI) will participate in bi-annual review with CDPH and DSLR. FY 20-21 Activity and Output waived. FY 21-22 Activity and Output Waived. <i>FY 22-23 Continue to work on this activity and deliverable.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 22-23 FY 2019-20 Local PHEP Work Plan, Capability 8, Function 6 PHEP Capabilities Guide pages 80-91													
	2	LHDs (CRI) will complete annual self assessment by June 25 , training for the new ORR self assessment system (PORTS). FY 20-21 Activity and Output waived. <i>FY 21-22 Activity and Output waived.</i> <i>FY 22-23 Continue to work on this activity and deliverable.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 22-23 FY 2019-20 Local PHEP Work Plan, Capability 8, Function 6 PHEP Capabilities Guide pages 80-91													
Activities	3														
	4														
	5														
Functions used to guide your planned activities															
	1	Capability 8													
Outputs from the planned activities															
	1	Complete ORR assessment. Complete <i>PORTS</i> Training for new assessment system. (Activity 2)													
	2	Complete CRI reporting requirements.													
Outputs	3														
	4														
	5														
Notes	1														
	2														
	3														

Domain Activity 4: Submit Updated MCM Action Plans		FY 2022-23							FY 2023-24						
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs (CRI) will submit MCM action plans at the end of Q1 and Q3. FY 20-21 Option to reduce or pause Activity and Output. <i>FY 21-22 Option to reduce or pause Activity and Output.</i> <i>FY 22-23 Continue to work on this activity and deliverable.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 23-24 FY 2019-20 Local PHEP Work Plan, Capability 8, Function 2, Activities 1-3; Function 4, Activities 1, 4. PHEP Capabilities Guide pages 80-91 FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.3													
	2														
	3														
	4														
Functions used to guide your planned activities															
	1	Capability 8, F2 Receive medical countermeasures to be dispensed/administered.													
	2	Capability 8, F4 Dispense/administer medical countermeasures to targeted populations.													
Outputs from the planned activities															
	1	Submitted MCM action plan. (Activity 1)													
	2														
	3														
	4														
Notes	1														
	2														
	3														

Domain Activity 5: Update Local Distribution Site Survey		FY 2022-23						FY 2023-24							
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs will review inventory tracking process. FY 20-21 Option to reduce or pause Activity and Output. <i>FY 21-22 Option to reduce or pause Activity and Output.</i> <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating inventory processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 23-24 FY 2019-20 Local PHEP Work Plan, Capability 9, Function 1, Activities 1. PHEP Capabilities Guide pages 92-97													
	2	LHDs will train staff on inventory tracking process. FY 21-22 Continue to work on this activity and deliverable. <i>FY 22-23 Continue to work on this activity and deliverable.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 23-24 FY 2019-20 Local PHEP Work Plan, Capability 9, Function 1, Activities 6. PHEP Capabilities Guide pages 92-97													
	3	LHDs will complete and submit CDPH LDS data sheet. FY 20-21 Activity and Output waived. <i>FY 21-22 Activity and Output waived.</i> <i>FY 22-23 Continue to work on this activity and deliverable.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 23-24 FY 2019-20 Local PHEP Work Plan, Capability 9, Function 1, Activities 1-6. PHEP Capabilities Guide pages 92-97													
Activities	4														
	5														
	6														
Functions used to guide your planned activities															
1		Capability 9, F1 Direct and activate medical materiel management and distribution.													
Outputs from the planned activities															
1		Trained inventory management staff. (Activity 2)													
2		Submitted CDPH LDS data sheet. (Activity3)													
3		FY 21-22 Submit inventory list to CDPH by June 30 <i>each FY</i> .													
Outputs	4														
	5														
	6														
Notes	1														
	2														
	3														

Domain Activity 6:	Coordinate Nonpharmaceutical Interventions (NPIs)	FY 2022-23						FY 2023-24							
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1 LHDs will coordinate with stakeholders/partners to define procedures, triggers and necessary authorizations to implement NPIs. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating NPI procedures. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating NPI procedures.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 24 FY 2019-20 Local PHEP Work Plan, Capability 11, Function 1, Activities 1-2; Function 2, Activity 1. PHEP Capabilities Guide pages 112-119 FY 22-23 HPP Workplan, Capability 4, Phase 1 and Phase 3, Surge Annexes (Infectious Disease, Burn Surge, Radiation, and Chemical)														
2															
3															
4															
Functions used to guide your planned activities															
	1 Capability 11, F1 Engage partners and identify factors that impact nonpharmaceutical interventions.														
	2 Capability 11, F2 Determine nonpharmaceutical interventions.														
Outputs from the planned activities															
	1 LHDs will have a reviewed and revised isolated quarantine plan and/or NPI plans and policies. (Activity 1)														
Outputs	2														
	3														
	4														
Notes	1														
	2														
	3														

Domain Activity 7:	Support the Protection of Responders Health and Safety	FY 2022-23						FY 2023-24							
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	Determine exposure prevention measures (e.g. decontamination, evacuation strategies). FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating exposure processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating exposure processes.</i> References: <i>FY 22-23 HPP Workplan, Capability 3, Phase 1, Objective 6, Activity 1.1</i>													
	2	LHD to assist, train, or provide resources necessary to protect public health first responders, critical workforce personnel, and critical infrastructure workforce from hazards during a public health response and recovery. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating training on responder safety and health processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating training on responder safety and health processes.</i> References: <i>FY 22-23 HPP Workplan, Capability 3, Phase 2, Objective 5, Activity 2.2</i>													
Activities	3														
	4														
	5														
Functions used to guide your planned activities															
1 Capability 14, F1 Identify responder safety and health risks.															
2 Capability 14, F2 Identify risk-specific responder safety and health training.															
Outputs from the planned activities															
1 Documentation of trained staff on PPE, MCM, workplace violence, psychological first aid, other resources specific to an emergency that would protect responders. (Activity 2)															
2 LHDs has updated and reviewed all policies, plans, and procedures related to responder health and safety. (Activity 1)															
Outputs	3														
	4														
	5														
Notes	1														
	2														
	3														

[Local Entity Name]

Domain 5:	Strengthen Surge Management
Description:	Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

1 Known Gaps:	
----------------------	--

Capability 5:	Fatality Management
Capability 7:	Mass Care
Capability 10:	Medical Surge
Capability 15:	Volunteer Management

2 Classify Activity:	<i>Are you Building or Sustaining this Domain?</i>
-----------------------------	--

Outcomes:	<ol style="list-style-type: none"> 1 Efficient coordination of activities to manage public health and medical surge. 2 Optimal coordination of public health, health care, mental/behavioral health, environmental health, and human services needs during mass care operations 3 Improved partnerships to address public health needs during fatality management operations 4 Timely coordination and support from volunteers during a medical surge response
------------------	--

Domain Activity 1:	Coordinate Activities to Manage Public Health and Medical Surge	3 FY 2022-23					3 FY 2023-24					3 FY 2024-25				
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		Notes	FY 2024-25 Activity	Estimated Completion	4 MY Report		
				Status	Primary Barrier				Status	Primary Barrier				Status	Primary Barrier	Status
Activities	1	LHDs will maintain MHOAC procedures for engaging the health care system and HCC to collect, provide, and receive information to create a shared situational awareness and common operating picture. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 23-24 FY 2019-20 Local PHEP Work Plan, Capability 10, Function 1, Activities 1-6. PHEP Capabilities Guide pages 92-97 FY 22-23 HPP Workplan, Capability 2, Phase 1, Objective 1, Activity 2.1 and 2.2 FY 22-23 HPP Workplan, Capability 1, Phase 1, Objective 2, Activity 2.3														
	2	LHDs will have or have access to procedures in place to support family reunification. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 23-24 FY 2019-20 Local PHEP Work Plan, Capability 10, Function 3, Activities 3. PHEP Capabilities Guide pages 109-110														
	3	LHDs will have plans in place that clearly define the public health roles and responsibilities during surge operations and outline procedures on how public health will engage the health care system to provide and receive situational awareness through the surge event. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 23-24 FY 2019-20 Local PHEP Work Plan, Capability 10, Function 1, Activities 1. PHEP Capabilities Guide pages 109-110 FY 22-23 HPP Workplan, Capability 2, Phase 1, Objective 1, Activity 2.2														
Activities	4															
	5															
	6															
Functions used to guide your planned activities																
1		Capability 10, F1 Assess the nature and scope of the incident.														
2		Capability 10, F3 Support jurisdictional medical surge operations.														
Outputs from the planned activities																
1		Updated procedures or processes for supporting family reunification. (Activity 2)														
2		Updated written plans that identify PH's role and responsibilities during surge operations. (Activity 3)														
3		FY-24-25 MHOAC procedures updated based on Improvement Plans. (Activity 1)														
Outputs	4															
	5															
	6															
Notes	1															
	2															
	3															

Domain Activity 2:	Coordinate Public Health, Health Care, Mental/Behavioral Health, and Human Services Needs during Mass Care Operations	FY 2022-23					FY 2023-24					FY 2024-25				
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		Notes	FY 2024-25 Activity Type	Estimated Completion	4 MY Report		
				Status	Primary Barrier				Status	Primary Barrier				Status	Primary Barrier	Status
Activities	1	LHDs will maintain their identified support roles during mass care operations. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating public health's role. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating public health's role.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 26 FY 2019-20 Local PHEP Work Plan, Capability 7, Function 1, Activity 1 PHEP Capabilities Guide pages 70-79														
	2	LHDs should support family reunification, including any special considerations for children as part of their demobilization mass care operations procedures. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating this process. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating this process.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 26 FY 2019-20 Local PHEP Work Plan, Capability 7, Function 4, Activity 3 PHEP Capabilities Guide pages 70-79														
Activities	3															
	4															
	5															
Functions used to guide your planned activities																
	1	Capability 7, F1 Determine public health role in mass care operations.														
Outputs from the planned activities																
	1	Maintained procedures that identify PH's support role during mass care operations in coordination with partners. (Activity 1)														
	2	Updated procedures or processes for the support of family reunification during demobilization. (Activity 2)														
Outputs	3															
	4															
	5															
Notes	1															
	2															
	3															

Domain Activity 3:	Coordinate with Partners to Address Public Health Needs during Fatality Management Operations	FY 2022-23							FY 2023-24							FY 2024-25						
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2024-25 Activity	Estimated Completion	4 MY Report				
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier								
Activities	1	LHDs will define public health's role in fatality management. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide fatality management partners. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide fatality management partners.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 26-27 FY 2019-20 Local PHEP Work Plan, Capability 5, Function 1, Activity 2 PHEP Capabilities Guide pages 52-55																				
	2	LHDs will maintain ability to provide recommendations for hazardous specific fatality situations. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating recommendations. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating recommendations.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 26-27 FY 2019-20 Local PHEP Work Plan, Capability 5, Function 2, Activities 1-2 PHEP Capabilities Guide pages 55-58																				
Activities	3																					
	4																					
Functions used to guide your planned activities																						
	1	Capability 5, F1 Determine the public health agency role in fatality management																				
	2	Capability 5, F2 Identify and facilitate access to public health resources to support fatality management operations																				
Outputs from the planned activities																						
	1	Updated procedures that contain the collection and analysis of incident data.																				
	2	Documentation of Crisis Communication elements identified in exercises, real world incidents and or planned events.																				
Outputs	3																					
	4																					
Notes	1																					
	2																					
	3																					

Domain Activity 4:	Coordinate Medical and Other Volunteers to Support Public Health and Medical Surge	FY 2022-23					FY 2023-24					FY 2024-25				
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		Notes	FY 2024-25 Activity Type	Estimated Completion	4 MY Report		
				Status	Primary Barrier				Status	Primary Barrier				Status	Primary Barrier	Status
Activities	1	LHDs will maintain, test/train the Disaster Healthcare Volunteer system (ESAR-VHP) to register and verify credentials of medical volunteers. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating volunteer processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating volunteer processes.</i> Reference: <i>FY 21-22 HPP Workplan, Capability 4, Phase 3, Objective 2, Activity 1.1</i>														
	2	LHDs will develop, refine or maintain written plans that identify the public health role(s) and responsibilities in supporting volunteer management operations. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating public health's role. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating public health's role.</i> Reference: <i>FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.3</i>														
Activities	3															
	4															
	5															
Functions used to guide your planned activities																
	1	Capability 15, F1 Recruit, coordinate and train volunteers.														
Outputs from the planned activities																
	1	Up-to-date DHV system which includes licensed healthcare professionals. (Activity 1)														
	2	Updated written plans that identify the PH role and responsibilities in supporting volunteer operations. (Activity 2)														
Outputs	3															
	4															
Notes	1															
	2															
	3															

Required by State Activity 1:	Support HPP Medical Surge Planning	FY 2022-23					FY 2023-24					FY 2024-25				
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		Notes	FY 2024-25 Activity Type	Estimated Completion	4 MY Report		
				Status	Primary Barrier				Status	Primary Barrier				Status	Primary Barrier	Status
Activities	1	FY 21-22 LHDs will assist and provide subject matter expertise to the Hospital Preparedness Program's (HPP) development of their Health Care Coalition (HCC) level Response Plan Annex on Infectious Disease Surge. Utilize existing LHD Pandemic Influenza plan for Infectious Disease. Refer to the PHEP Capabilities Guide for a list of stakeholders to include in planning process. <i>FY 22-23 Continue to assist in the maintenance, testing and updating of the HCC Infectious Disease Surge Annex.</i> References: CDC NoFO PHEP CDC RFA TP19-1901, page 11-12 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 5 PHEP Capabilities Guide, multiple locations, key word search the plan. FY 2019-20, 2020-21 and 2021-2022 Pan Flu Workplan. FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.6														
	2	FY 21-22 LHDs will assist and provide subject matter expertise to the Hospital Preparedness Program's (HPP) development of their Health Care Coalition (HCC) level Response Plan Annex on Burn Surge. Refer to the PHEP Capabilities Guide for a list of stakeholders to include in planning process. <i>FY 22-23 Continue to assist in the maintenance, testing and updating of the HCC Burn Surge Annex.</i> References: CDC NoFO PHEP CDC RFA TP19-1901, page 11-12 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 5 PHEP Capabilities Guide, multiple locations, key word search the plan. FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.5														
	3	FY 21-22 LHDs will assist and provide subject matter expertise to the Hospital Preparedness Program's (HPP) development of their Health Care Coalition (HCC) level Response Plan Annex on Radiation Surge. Refer to the PHEP Capabilities Guide for a list of stakeholders to include in planning process. <i>FY 22-23 Continue to assist in the development of the HCC Radiation Surge Annex.</i> References: CDC NoFO PHEP CDC RFA TP19-1901, page 11-12 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 5 PHEP Capabilities Guide, multiple locations, key word search the plan. FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.7 CDPH training on Environmental Health Training in Emergency Response (EHTER) is available, contact: Allison.Wilder@cdph.ca.gov														
	4	FY 21-22 LHDs will assist and provide subject matter expertise to the Hospital Preparedness Program's (HPP) development of their Health Care Coalition (HCC) level Response Plan Annex on Chemical Surge. Refer to the PHEP Capabilities Guide for a list of stakeholders to include in planning process. <i>FY 22-23 Continue to assist in the development of the HCC Chemical Surge Annex.</i> References: CDC NoFO PHEP CDC RFA TP19-1901, page 11-12 FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 5 PHEP Capabilities Guide, multiple locations, key word search the plan. FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.8 CDPH training on Environmental Health Training in Emergency Response (EHTER) is available, contact: Allison.Wilder@cdph.ca.gov														
	5	FY 21-22 LHDs will review the State's Crisis Standards of Care guidelines. <i>FY 22-23 Continue to work on this activity and deliverable.</i> Reference: https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/California%20SARS-CoV-2%20Crisis%20Care%20Guidelines%20-June%208%202020.pdf														
	6	FY 21-22 LHDs will participate in the Statewide Medical Health Exercise of Crisis Standards of Care, date to be announced. <i>FY 21-22 This activity was waived.</i> <i>FY 22-23 LHDs will participate in the Statewide Medical Health Exercise of Crisis Standards of Care, date to be announced.</i> Reference: CDPH Statewide Medical & Health Exercise, https://www.cdph.ca.gov/Programs/EPO/Pages/swmhe.aspx														
Activities	7															
	8															
	9															
Functions used to guide your planned activities		1) Capability 10, F3 Support jurisdictional medical surge operations.														
Outputs from the planned activities		1) FY-21-22 LHD Infectious Disease plan utilized by HCC. (Activity 1)														
	2	FY-21-22 LHD provide subject matter expertise to HCCs development of their Burn Surge Annex. (Activity 2)														
	3	FY-21-22 LHD provide subject matter expertise to HCCs development of their Radiation Surge Annex. (Activity 3)														

[Local Entity Name]

Domain 6:	Strengthen Biosurveillance
Description:	Biosurveillance is the ability to conduct rapid and accurate laboratory tests to identify biological, chemical, radiological, and nuclear agents; and the ability to identify, discover, locate, and monitor - through active and passive surveillance - threats, disease agents, incidents, outbreaks, and adverse events, and provide relevant information in a timely manner to stakeholders and the public.

1 Known Gaps:	
----------------------	--

Capability 12:	Public Health Laboratory Testing
Capability 13:	Public Health Surveillance and Epidemiological Investigation

2 Classify Activity:		<i>Are you Building or Sustaining this Domain?</i>
-----------------------------	--	--

Outcomes:	<ul style="list-style-type: none"> 1 Maintain full ability to conduct rapid and accurate laboratory tests to identify biological agents. 2 Maintain full ability to collect and analyze data for surveillance and epidemiological investigation.
------------------	--

Domain Activity 1:	Conduct Epidemiological Surveillance and Investigation	FY 2022-23							FY 2023-24						
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1 LHDs will continue to develop, maintain, support, and strengthen surveillance and detection systems and epidemiological processes. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 27-30 Pan Flu Work Plan, utilize immunization registry for epidemiological surveillance FY 2019-20 Local PHEP Work Plan, Capability 13, Function 1, Activities 1, 2 & 9. PHEP Capabilities Guide pages 128-137														
	2 Collaborate to enhance essential surveillance systems. LHDs should enhance the public health information system workforce and advance electronic information exchange. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating surveillance processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating surveillance processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 27-30 FY 2019-20 Local PHEP Work Plan, Capability 13, Function 1, Activities 3, 4, 5, 6. PHEP Capabilities Guide pages 128-137														
	3 LHDs will identify and have access to personnel trained to manage and monitor routine jurisdictional surveillance, and epidemiological investigation systems, and support surge requirements in response to threats. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide surveillance personnel training. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide surveillance personnel training.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 27-30 FY 2019-20 Local PHEP Work Plan, Capability 13, Function 2, Activity 7. PHEP Capabilities Guide pages 128-137														

4	<p>LHDs will have a process in place to establish partnerships, conduct investigations, and share information with other governmental agencies, partners, and organizations.</p> <p>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 27-30 FY 2019-20 Local PHEP Work Plan, Capability 13, Function 1, Activities 7; Function 2, Activities 2 & 3. PHEP Capabilities Guide pages 128-137</p>												
5	<p>LHDs will evaluate effectiveness of public health surveillance and epidemiological investigation processes and systems.</p> <p>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes and systems. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes and systems.</i></p>												
6	<p>LHDs whose jurisdictional border is shared with Mexico, will conduct border health surveillance activities.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating surveillance processes.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 27-30 FY 2019-20 Local PHEP Work Plan, Capability 13, Function 1, Activity 7. PHEP Capabilities Guide pages 128-137</p>												
7	<p>LHDs will implement process(es) for using poison control center data for public health surveillance.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 27-30 FY 2019-20 Local PHEP Work Plan, Capability 13, Function 1, Activity 8. PHEP Capabilities Guide pages 128-137</p> <p>For more details regarding how Poison Control can assist please contact SEHeard@CalPoison.org.</p>												

	8	LHDs will maintain access to electronic death registration (EDR) systems. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating this processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating this processes.</i> Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 27-30 FY 2019-20 Local PHEP Work Plan, Capability 13, Function 3, Activity 2. PHEP Capabilities Guide pages 128-137																		
Activities	9																			
	10																			
	11																			
Functions used to guide your planned activities																				
	1	Capability 13, F1 Conduct or support public health surveillance.																		
	2	Capability 13, F2 Conduct public health surveillance and epidemiological investigations.																		
	3	Capability 13, F3 Recommend, monitor and analyze mitigation actions.																		
		Capability 13, F4 Improve public health surveillance and epidemiological investigation systems.																		
Outputs from the planned activities																				
	1	Documentation of surveillance and detection systems. (Activity 1)																		
	2	Documentation of access to trained personnel. (Activity 3)																		
	3	Documentation of evaluation of effectiveness. (Activity 5)																		
	4	Documentation of processes for partnering with poison control. (Activity 7)																		
	5	FY 21-22 Enhanced early detection of potential public health threats. (Activity 2)																		
	6	FY 21-22 LHDs that have border points of entry, enhanced early detection of potential public health threats entering the State. (Activity 6)																		
Outputs	7																			
	8																			
	9																			
Notes	1																			
	2																			
	3																			

		FY 2022-23						FY 2023-24							
Domain Activity 2:	Conduct Laboratory Testing Reference: Pan Flu Work Plan	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	<p>1 LHDs, whose jurisdiction includes a LRN-B Lab, will meet LRN-B proficiency testing (PT) requirements. This is a PHEP Benchmark.</p> <p>FY 21-22 Continue to work on this activity and deliverable. <i>FY 22-23 Continue to work on this activity and deliverable.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activities 1 & 4. PHEP Capabilities Guide pages 120-127</p>														
	<p>2 LHDs, whose jurisdiction includes a LRN-B Lab, will meet or sustain standard reference laboratory requirements as appropriate.</p> <p>FY 21-22 Continue to work on this activity and deliverable. <i>FY 22-23 Continue to work on this activity and deliverable.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activities 1 & 4. PHEP Capabilities Guide pages 120-127</p>														
	<p>3 LHDs, whose jurisdiction includes a LRN-B Lab, should have the ability to expeditiously transport, test and report threat samples with 24 hours.</p> <p>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activities 4 & 12. PHEP Capabilities Guide pages 120-127</p>														
	<p>4 LHDs, whose jurisdiction includes a LRN-B Lab, will ensure there are established partnerships and processes for addressing joint investigations of intentional public health threats or incidents between the appropriate authorities.</p> <p>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes. <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 5. PHEP Capabilities Guide pages 120-127</p>														
	<p>5 LHDs, whose jurisdiction includes a LRN-B Lab, must maintain a list of sentinel laboratories with current contact information and engage sentinel laboratories utilizing contact drills to support the detection of emerging infectious diseases (EIDs).</p> <p><i>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 10. PHEP Capabilities Guide pages 120-127</p>														

6	<p>Maintain staffing and equipment requirements. LHDs, whose jurisdiction includes a LRN-B Lab, must ensure the LRN-B standard laboratory checklist requirements are met.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 9.</p>												
7	<p>LHDs, whose jurisdiction includes a public health lab, will maintain a current laboratory COOP plan to ensure the ability to conduct ongoing testing for routine and emerging public health threats and exercise their laboratory COOP plan at least once every five years.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating the COOP.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 7. PHEP Capabilities Guide pages 120-127</p>												
8	<p>LHDs, whose jurisdiction includes a public health lab, will maintain certification for packaging and shipping.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable.</i> <i>FY 22-23 Continue to work on this activity and deliverable.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 11. PHEP Capabilities Guide pages 120-127</p>												
9	<p>LHDs, whose jurisdiction includes a public health lab, will maintain lab workforce for surge capacity, preventative maintenance agreements and standard laboratory checklist requirements for staffing and equipment.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating lab staffing.</i> <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating lab staffing.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 9. PHEP Capabilities Guide pages 120-127</p>												
10	<p>LHDs, whose jurisdiction includes a public health lab, will continue to submit data to CalREDIE.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 9. PHEP Capabilities Guide pages 120-127</p>												
11	<p>LHDs, without a public health lab, will maintain a contract with a local public health lab for testing, packaging, shipping and coordination of sample transport.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes.</i> <i>FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes.</i></p> <p>Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 30-35 PHEP Capabilities Guide pages 120-127</p>												
Activities	12												
	13												
	14												

Functions used to guide your planned activities	
	1 Capability 12, F1 Conduct laboratory testing and report results.
	2 Capability 12, F2 Enhance laboratory communications and coordination.
	3 Capability 12, F3 Support training and outreach.
Outputs from the planned activities	
	1 Maintain a local public health lab or contract with a local public health lab for testing, packaging, shipping and coordination of sample transport.
	2 Maintain CDC Federal Select Agents Program (FSAP) certification for select agent testing as appropriate.
	3 Maintain packaging and shipping certifications. (Activity 8)
	4 Contract or MOU with a public health lab. (Activity 11)
	5 Public Health labs maintain and/or update the COOP. (Activity 7)
	6 Maintain staffing and equipment as appropriate. (Activity 6)
	7 FY 21-22 LRN-B Lab maintained.
	8 FY 21-22 Enhanced coordination with appropriate authorities. (Activity 4)
	9 FY 21-22 A process for maintaining lab functionality during a surge. (Activity 9)
	10 FY 21-22 A process for submitting data to CalREDIE. (Activity 10)
	11 FY 21-22 Sentinel laboratories current contacts and contact drills. (Activity 5)
Outputs	12
	13
	14
Notes	1
	2
	3

Application	Definitions
Known Gaps¹	
Known Gaps	Enter gaps identified from jurisdictional Capabilities Planning Guide (CPGs) survey, trainings, exercises, real events, after action reports and/or improvement plans that you want <u>to resolve during the fiscal year</u> .
Classify Activity²	
Sustain	A capability is built and ready for an emergency and/or disaster. Sustainment is working through the preparedness cycle; train, exercise, evaluate and improve in order to retain the ability and improve based on current jurisdictional hazards.
Build	A capability is incomplete. Building activities include research, development, identifying key partners and stakeholders, establishing relationships, defining roles, responsibilities, draft, public comment, etc..
Fiscal Year (FY) Activity³	
Plan/Develop	Strategic and operational planning establishes priorities, identifies expected levels of performance and capability requirements, provides the standard for assessing capabilities and helps stakeholders learn their roles. The planning elements identify what an organization's Standard Operating Procedures (SOPs) or Emergency Operations Plans (EOPs) should include for ensuring that contingencies are in place for delivering the capability during a large-scale disaster.
Organize/Equip	Organizing and equipping include identifying what competencies and skill sets people should possess and ensuring an organization has the correct personnel. Additionally, it includes identifying and acquiring standard equipment an organization may need to use in times of emergency.
Train	Training with the knowledge, skills, and abilities needed to perform key tasks required during a specific emergency situation.
Exercise	Exercises enable entities to identify strengths and incorporate them within best practices to sustain and enhance existing capabilities. They also provide an objective assessment of gaps and shortfalls within plans, policies and procedures to address areas for improvement prior to a real-world incident. Exercises help clarify roles and responsibilities among different entities, improve inter-agency coordination and communications and identify needed resources and opportunities for improvement.
Evaluate/Improve	Quality improvement thru after action Reports (AARs), collecting lessons learned, develop improvement plans, and track corrective actions to address gaps and deficiencies identified in exercises or real-world events to continuously improve and strengthen preparedness.
Updating	Modernize, make current and/or include the most recent information.
Not Applicable	Does not apply my jurisdiction. For example, a Public Health Lab, non CRI etc.
Estimated Completion³	
This fiscal year by Q2	The activity will be complete by the end of the second quarter of the fiscal year.
This fiscal year by Q4	The activity will be complete by the end of the fourth quarter of the fiscal year.
Continuous	The activity occurs throughout the year.
Out year	Not working on the activity this fiscal year, it will be addressed in the future.

Reporting

Status⁴⁻⁵

Complete	The Activity has been fully executed/in place to satisfy all requirements.
In progress, on schedule	This Activity is work in progress and will be completed by the Estimated Completion time.
In progress, off schedule	This Activity is work in progress and will be not be completed/late by the Estimated Completion time.
Not Started	No work has been done on this Activity.
Canceled	This activity will not be finished/completed this FY.

Primary Barrier⁴⁻⁵

None	No barriers to completing this Activity and corresponding Outputs.
Lack of Funding	In sufficient funding to complete this Activity and corresponding Outputs.
Lack of Personnel	In sufficient staff or subject matter experts to complete this Activity and corresponding Outputs.
Administrative	Jurisdictional administrative processes delayed and/or pushed back the the next FY this Activity.
Time Constraint	Various factors limited the amount of time needed to complete this Activity. A few example, deadlines, workload, and reso
Waiting on EPO	Waiting on EPO to provide materials, resources or guidelines that impedes completion of this Activity.
Real Event	Jurisdiction
Other, provide in the <i>Notes</i> section.	Add additional information in the Notes section of this Activity.



California Department of Public Health
Emergency Preparedness Office

Date:

FY 2022-23 to FY 2026-27
Local Health Department Work Plan for
Hospital Preparedness Program (HPP)
and the Health Care Coalition

[Local Entity Name]

Region:

Population size:

DRAFT

[Local Entity Name]

This is a short list that includes requirements, a checklist and clarifications for the Hospital Preparedness Program (HPP) funding. This list is not exhaustive, HCCs are required to study the HPP Capability Guide and HPP Performance Measures and therein

HPP Performance Measures Implementation Guides

Link: <https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/hpp-pmi-guidance-2017.pdf>

Link: <https://www.phe.gov/Preparedness/planning/hpp/reports/pmi-guidance-2019-2023/Pages/default.aspx>

Pages 90-96 in the 2019-2023 HPP Performance Measures Implementation Guide contain a crosswalk of performance measures to HPP Workplan activities.

HPP Capability Guide

Link: <https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capabilities.pdf>

HPP Coalition Assessment Tool (CAT)

HPP Performance Measures are reported in the Coalition Assessment Tool (CAT) and to CDPH. CDPH will utilize information in the CAT to meet CDPH's required HPP reporting. CDPH will require HCCs to provide required deliverables and data that are not contained in the CAT. If you need to update your CAT point of contact and access, use the email provided below.

Link: <https://HPPCAT.hhs.gov>

Email: CAT@HHS.gov

Requirement

HPP-PHEP-EMA Joint Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be a standalone functional or full scale joint exercise once every five years (rolling five years). This exercise **must** include a surge of patients into the health care system. [FY 2021-22 HPP Funding Opportunity Announcement, page 16.](#)

Pediatric Surge Care Annex, Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 4.6.](#)

Radiation Emergency Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise if selected over the Chemical Emergency Surge Annex exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 5.7.](#)

↑ or ↓

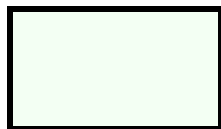
(Radiation or Chemical Exercise)

Chemical Emergency Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise if selected over the Radiation Emergency Surge Annex exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 5.8.](#)

Burn Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 6.9.](#)

Infectious Disease Preparedness and Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 9.10](#)

Participate in State Wide Medical Health Exercise of Crisis Standards of Care CONOPS. [See Capability 4, Phase 3, Objective 1, Activity 3.1.](#)



Provide a current inventory: **Select** which quarter to provide the list of all HCC resources purchased in the previous fiscal year that would be utilized during an exercise or real event each year to CDPH. *State Site Visit/State Audit requirement.*

Checklist



Performance Measure 4: Complete HCC member updates, *in CDPH template* by the due date.



Performance Measure 6: Other Exercise Requirements *within the CAT*, Exercise Tool report exercise dates and complete a datasheet for all required exercises.



Performance Measure 9: Complete Jurisdictional Risk Assessment Survey *provided by CDPH* by the due date.



Performance Measure 10: After Action Reporting (AAR) and Improvement Planning (IP) Matrix, complete *within the CAT* within the Exercise Tool.



Performance Measures 12 & 13: Redundant Communications Drills 1 & 2, *enter data into the CAT*. The second drill must be six months after the first.



Capability Assessments must be completed *within the CAT* before the end of year due date.



Performance Measure HPP-PHEP J.1, Information Sharing: Report Essential Elements of Information (EIs), situation reporting, *to CDPH* as requested during exercises and real events.



CAHAN Communication Drills, quarterly.



Disaster Health Volunteers (DHV) Program must be maintained annually. *See Capability 4, Phase 3, Objective 2, Activity 1.1*

Clarifications

Performance Measure 22: This is a Hospital performance measure collected by the Emergency Medical Services for Children (EMSC). This should align with your Pediatric Surge Annex.

Performance Measure HPP-PHEP J.2, Volunteers: This is a State level performance measure.

Performance Measures 23-28: Annual Hospital Surge Test (HST) in the CAT within the Exercise Tool. **Only complete if**, you have a hospital that is in a Frontier and Remote Area (FAR) level four. <https://www.ers.usda.gov/data-products/frontier-and-remote-area-codes/>

HCC Exercise with an FCC to participate in the NDMS patient movement in the CAT within the Exercise Tool. **Only complete if**, you have a Federal Coordination Center (FCC) in your jurisdiction. <https://asprtracie.hhs.gov/technical-resources/resource/5622/national-disaster-medical-system-federal-coordinating-center-guide>

If there is a difference between the Performance Measures and HPP Funding Opportunity Announcement (FOA), the most current requirement is listed in this work plan, at this point in time it is based on the Performance Measures Implementation Guide 2019-2023.

[Local Entity Name]

Capability 1:	Foundation for Health Care and Medical Readiness
Goal:	The community's health care organizations and other stakeholders – coordinated through a sustainable Health Care Coalition – have strong relationships, identify hazards and risks, and prioritize and address gaps through planning, training, and managing resources.

1 Known Gaps:	
----------------------	--

2 Classify Activity:		<i>Are you Building or Sustaining this Capability?</i>
-----------------------------	--	--

PHASE 1: Plan and Prepare

3 FY 2022-23

Objective 1	Establish and Operationalize a Health Care Coalition (HCC)	FY 2022-23 Activity Type
Activity 2	Identify HCC Members	
	<p>1 HCCs will annually provide a listing of all core members and additional coalition members. EPO will provide a template with instructions and a due date in Q1.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 46 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 1 2017-2022 Health Care Preparedness and Response Capabilities, page 11-12 2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 3, page 11-12 2019-2023 HPP Performance Measures Implementation Guidance</p>	

	<p>2 Core HCC members should be represented at all HCC meetings, virtually or in-person. Core members should sign all HCC-related documentation and participate in all HCC exercises.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 46</i> <i>FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 1</i> <i>2017-2022 health Care Preparedness and Response Capabilities, page 11-12</i> <i>2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 3, 4 and 5, page 11-16</i> <i>2019-2023 HPP Performance Measures Implementation Guidance</i></p>	
Activity 3	Establish HCC Governance	
	<p>3 HCCs will maintain engagement with the Clinical Advisor. <i>Include this position in your HPP Budget.</i></p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 48-49</i> <i>FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 7 and 8</i> <i>2017-2022 health Care Preparedness and Response Capabilities, page 11-12</i> <i>Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</i></p>	

	4	HCCs will continue to maintain a HCC Readiness and Response Coordinator. <i>Include this position in your HPP Budget.</i> <i>FY 21-22 Continue to work on this activity and deliverable and report.</i> Reference: ASPR HPP FOA EP-U3R-19-001, pages 48-49 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 7 and 9 2017-2022 health Care Preparedness and Response Capabilities, page 11-12 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov	
Activities	5		
	6		
	7		
Outputs from the planned activities			
	1	Provide a listing of all core and additional coalition members in Q1 (Activity 2.1).	
	2	Provide an agenda and sign-in sheets from HCC meetings and trainings (Activity 2.2).	
Outputs	3		
	4		
	5		
Notes	1		
	2		
	3		

		3 FY 2022-23
Objective 2	Identify Risks and Needs	FY 2022-23 Activity Type
Activity 1	Assess Hazard Vulnerability and Risks	
	<p>1 HCCs will continue to annually update their Hazard Vulnerability Assessment (HVA).</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 49-50 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 3 2017-2022 Health Care Preparedness and Response Capabilities, page 13-14 ASPR TRACIE: https://asprtracie.hhs.gov/technical-resources/3/hazard-vulnerability-risk-assessment/1 FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1</p>	
	<p>2 HCC funded projects must go toward a risk(s) identified in the HVA, identified gap(s), and/or corrective actions. Utilize "Known Gaps" at the beginning of each Capability in this work plan. Upload work plan and budget into the CAT 30 days after award.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 49 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 5, 10 2017-2022 Health Care Preparedness and Response Capabilities, page 13-14 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</p>	
Activity 2	Assess Regional Health Care Resources	

	<p>3 HCCs will continue to annually update and maintain a resource inventory assessment to identify health care resources and services at the jurisdictional level and have available for the RDMHS.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 50</i> <i>FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 4</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 14-15</i> <i>FY 21-22 PHEP Workplan, Domain 5, Domain Activity 1, Activity 1</i></p>	
<p>Activity 4</p>	<p>Assess Community Planning for Children, Pregnant Women, Seniors, Individuals with Access and Functional Needs, People with Disabilities, and Others with Unique Needs</p>	
	<p>4 HCCs will continue to annually assess community planning for at risk populations.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 50-51</i> <i>FY 2019-20 Local HPP Work Plan, Capability 1, Objective 2, Activity 1</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 15</i> <i>FY 21-22 PHEP Workplan, Domain 1, Domain Activity 3, Activity 1 and Activity 2</i></p>	
<p>Activities</p>	<p>5</p>	
	<p>6</p>	
	<p>7</p>	
<p>Outputs from the planned activities</p>		
	<p>1 HCCs will have an updated HVA by June 30 (Activity 1.1).</p>	
	<p>2 HCCs will have HPP Work Plan and Budget into the CAT within 30 days of award (Activity 1.2).</p>	

	3	HCCs will have an updated inventory list available upon request (Activity 2).
Outputs	4	
	5	
	6	
Notes	1	
	2	
	3	

		3 FY 2022-23
Objective 3	Develop a HCC Preparedness Plan	
Activity 1	FY 2022-23 Activity Type	
1	<p>HCCs will continue to update and maintain their Preparedness Plan.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 51-52 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 6 2017-2022 Health Care Preparedness and Response Capabilities, page 17-18 2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 4, page 13-14 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</p>	
Activities	2	
	3	
	4	
Outputs from the planned activities		
	1	HCCs will have an updated Preparedness Plan by June 30 (Activity 1).
Outputs	2	
	3	
	4	
Notes	1	
	2	
	3	

		3 FY 2022-23
Objective 5	Ensure Preparedness is Sustainable	FY 2022-23 Activity Type
Activity 3	Engage Clinicians	
	<p>1 HCCs will continue to engage health care executives, clinicians, community leaders, and tribal representatives in debriefs/hot washes.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 52-53 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 5, Activity 2 2017-2022 Health Care Preparedness and Response Capabilities, page 23-24 FY 21-22 PHEP Workplan, Domain 1, Domain Activity 4, Activity 1</p>	
Activity 4	Engage Community Leaders	
	<p>2 HCCs will continue to engage community leaders, organizations, and the media in exercises to promote resilience of the entire community.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 52-53 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 5, Activities 1-2 2017-2022 Health Care Preparedness and Response Capabilities, page 23-24</p>	
Activity 5	Promote Sustainability of HCC	

	3	HCCs will continue to promote sustainability of HCC by considering cost share with other organizations with similar requirements and leverage group buying power. <i>FY 21-22 Continue to work on this activity and deliverable and report.</i> Reference: ASPR HPP FOA EP-U3R-19-001, pages 53-54 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 5, Activities 1 and 3 2017-2022 Health Care Preparedness and Response Capabilities, page 24	
Activities	4		
	5		
	6		
Outputs from the planned activities			
	1	HCCs will provide documentation of engagement (Activity 3.1 & Activity 4.2).	
Outputs	2		
	3		
	4		
Notes	1		
	2		
	3		

PHASE 2: Train and Equip

3 FY 2022-23

Objective 4	Train and Prepare the Health Care and Medical Workforce	FY 2022-23 Activity Type
Activity 1	Promote Role-Appropriate NIMS Implementation	
1	<p>HCCs will continue to promote role-appropriate National Incident Management System (NIMS) and Standardized Emergency Management System (SEMS) trainings.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 54 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 4, Activity 1 2017-2022 Health Care Preparedness and Response Capabilities, page 19</p>	
Activity 2	Educate and Train on Identified Preparedness and Response Gaps	
2	<p>HCCs will continue to provide trainings based on risks, resource gaps, deliverables and corrective actions. HCCs will upload a list of planned training activities within 30 days of award.</p> <p><i>FY 20-21 Waived.</i></p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 54 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 4, Activity 1 2017-2022 Health Care Preparedness and Response Capabilities, page 19 FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 2 FY 21-22 PHEP Workplan Domain 2, Domain Activity 1, Activity 2</p>	
Activities	3	
	4	
	5	

Outputs from the planned activities		
	1	HCCs will upload a list of planned training activities within 30 days of award (Activity 2.2).
Outputs	2	
	3	
	4	
Notes	1	
	2	
	3	

PHASE 3: Exercise and Respond

PHASE 3: Exercise and Respond		3 FY 2022-23
Objective 4	Train and Prepare the Health Care and Medical Work Force	FY 2022-23 Activity Type
Activity 3	Plan and Conduct Coordinated Exercises with HCC Members and Other Response Organizations	
	1 HPP, PHEP and all HCCs will participate in the annual Statewide Medical Health Exercise (SWMHE). <i>FY 20-21 Canceled.</i> <i>FY 21-22 Canceled.</i> Reference: ASPR HPP FOA EP-U3R-19-001, pages 55 FY 2019-20 Local HPP Work Plan, Capability 1, Objective 4, Activity 3 and 5 2017-2022 Health Care Preparedness and Response Capabilities, page 20-21 FY 21-22 PHEP Workplan, Domain 1, Domain Activity 2, Activity 2	
Activities	2	
	3	
	4	
Outputs from the planned activities		
	1 HCCs will provide after action reports (AARs) and improvement plans (IPs) (Activity3.1).	
Outputs	2	
	3	
	4	
Notes	1	
	2	
	3	

Health Care Coalition –
 Planning, exercising, and

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

[Local Entity Name]

Capability 2:	Health Care and Medical Response Coordination
Goal:	Health care organizations, the HCC, their jurisdiction(s), and the state's/jurisdiction's ESF-8 lead agency collaborate to share and analyze information, manage and share resources, and coordinate strategies to care to all populations during emergencies and planned events.

1 Known Gaps:	
----------------------	--

2 Classify Activity:	<input type="checkbox"/>	Are you Building or Sustaining this Capability?
-----------------------------	--------------------------	---

PHASE 1: Plan and Prepare

PHASE 1: Plan and Prepare		3 FY 2022-23
Objective 1	Develop and Coordinate Health Care Organization and HCC Response Plans	FY 2022-23 Activity Type
Activity 2	Develop a HCC Response Plan	
1	<p>HCCs, in coordination with PHEP, will review and update their Response Plan annually and upload into the CAT.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 56-57 FY 2019-20 Local HPP Work Plan, Capability 2, Objective 1, Activity 2 2017-2022 Health Care Preparedness and Response Capabilities, page 27-28 2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov FY 21-22 PHEP Workplan, Domain 1, Domain Activity 5, Activity 1 FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1 FY 21-22 PHEP Workplan, Domain 5, Domain Activity 1, Activity 1 2019-2023 HPP Performance Measures Implementation Guidance</p>	

	<p>2 HCCs, in coordination with PHEP, will update and maintain current operational roles, situational awareness, information sharing and resource management in their Response Plan annually.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 57</i> <i>FY 2019-20 Local HPP Work Plan, Capability 2, Objective 1, Activity 2</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 27-28</i> <i>2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16</i> <i>FY 21-22 PHEP Workplan, Domain 1, Domain Activity 5, Activity 1</i> <i>FY 21-22 PHEP Workplan, Domain 5, Domain Activity 1, Activity 1</i> <i>FY 21-22 PHEP Workplan, Domain 5, Domain Activity 1, Activity 3</i> <i>2019-2023 HPP Performance Measures Implementation Guidance</i></p>	
	<p>3 HCCs will continue to participate with PHEP to update and maintain the jurisdictions All Hazards Preparedness and Response Plan annually.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 57</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 27-28</i> <i>FY 21-22 PHEP Workplan, Domain 1, Domain Activity 5, Activity 1</i> <i>FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1</i> <i>2019-2023 HPP Performance Measures Implementation Guidance</i></p>	
Activities	4	
	5	
	6	
Outputs from the planned activities		
	1 HCCs will have an updated Response Plan by June 30 (Activity 2.1, 2.2, 2.3).	
Outputs	2	

		3 FY 2022-23
Objective 2	Utilize Information Sharing Processes and Platforms	FY 2022-23 Activity Type
Activity 1	Develop Information Sharing Procedures	
1	<p>HCCs will continue to update their essential elements of information (EEl)s in their Response Plan, annually.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 58</i> <i>FY 2019-20 Local HPP Work Plan, Capability 2, Objective 2, Activities 3 and 5</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 28</i> <i>2019-2023 HPP Performance Measures Implementation Guidance</i></p>	
2	<p>HCCs, in coordination with PHEP, will annually maintain ability to access timely, relevant, and actionable information about their members during emergencies by June 30, 2021.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 58</i> <i>FY 2019-20 Local HPP Work Plan, Capability 2, Objective 2, Activities 1-2</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 28-29</i> <i>FY 21-22 PHEP Workplan, Domain 3, Domain Activity 2, Activity 1</i> <i>FY 21-22 Pan Flu Workplan, Objective 3</i></p>	

	3	HCCs will identify reliable, resilient, interoperable, and redundant information and communication systems and platforms, including those for bed availability and patient tracking, and provide access to HCC members and other stakeholders. <i>FY 21-22 Continue to work on this activity and deliverable and report.</i> Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 58</i> <i>FY 2019-20 Local HPP Work Plan, Capability 2, Objective 2, Activities 1-2</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 29</i> <i>FY 21-22 PHEP Workplan, Domain 3, Domain Activity 2, Activity 1</i> <i>FY 21-22 Pan Flu Workplan, Objective 3</i> <i>2019-2023 HPP Performance Measures Implementation Guidance</i>	
Activities	4		
	5		
	6		
Outputs from the planned activities			
	1	HCCs Response Plan will include updated EEIs annually (Activity 1.1).	
	2	HCCs will have proof of participation in information sharing exercises (Activity 1.3).	
Outputs	3		
	4		
	5		
Notes	1		
	2		
	3		

PHASE 2: Train and Equip

3 FY 2022-23

Objective 3	Coordinate Response Strategy, Resources, and Communications	FY 2022-23
Activity 4	Communicate with the Public During an Emergency	Activity Type
	<p>1 HCCs, in coordination with PHEP, will provide public information officer (PIO) training to those who are designated to act in that capacity during an emergency and for HCC members in need of such training, annually by June 30, 2022. This training should include Crisis and Emergency Risk Communication (CERC) training.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 59 FY 2019-20 Local HPP Work Plan, Capability 2, Objective 3, Activities 4 2017-2022 Health Care Preparedness and Response Capabilities, page 31</p>	
Activities	2	
	3	
	4	
Outputs from the planned activities		
	1 HCCs will provide a list of participants and an agenda for each completed training (Activity 4).	
Outputs	2	
	3	
	4	
Notes	1	
	2	
	3	

PHASE 3: Exercise and Respond		3 FY 2022-23
Objective 3	Coordinate Response Strategy, Resources, and Communications	FY 2022-23 Activity Type
Activity 1	Identify and Coordinate Resource Needs during an Emergency	
1	<p>HCCs will continue to share information and coordination activities with HCC members, and HCC members will have access to information sharing platforms, annually.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 59</i> <i>FY 2019-20 Local HPP Work Plan, Capability 2, Objective 3, Activities 3</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 29-31</i></p>	
Activity 2	Coordinate Incident Action Planning During an Emergency	
2	<p>HCCs, in coordination with PHEP, will continue to maintain the ability to coordinate incident action planning during a real event/exercise as reflected in applicable plans, annually.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 59</i> <i>FY 2019-20 Local HPP Work Plan, Capability 2, Objective 3, Activity 2</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 30</i> <i>FY 21-22 PHEP Workplan, Domain 1, Domain Activity 2, Activity 1</i></p>	
Activity 3	Communicate with Health Care Providers, Non-Clinical Staff, Patients, and Visitors during an Emergency.	

	3	<p>HCCs will assist their members with developing the ability to rapidly alert and notify their employees, patients and visitors to provide situational awareness, protect their health and safety and facilitate provider-to-provider communication annually by June 30, 2022.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 60</i> <i>FY 2019-20 Local HPP Work Plan, Capability 2, Objective 3, Activity 3</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 30-31</i> <i>FY 21-22 PHEP Workplan, Domain 3, Domain Activity 3, Activity 1</i> <i>FY 21-22 Pan Flu Workplan, Objective 3</i></p>	
Activities	4		
	5		
	6		
Outputs from the planned activities			
	1	HCCs will provide a copy of an incident action plan upon request (Activity 2.2).	
Outputs	2		
	3		
	4		
Notes	1		
	2		
	3		

plan and
deliver medical

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

[Local Entity Name]

Capability 3:	Continuity of Health Care Service Delivery
Goal:	Health care organizations, with support from the HCC and the state’s/jurisdiction’s ESF-8 lead agency uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care i Health care workers are well-trained, well-educated, and well-equipped to care for patients during em Simultaneous response and recovery operations result in a return to normal or, ideally, improved ope

1 Known Gaps:	
----------------------	--

2 Classify Activity:	<input type="checkbox"/> Are you Building or Sustaining this Capability?
-----------------------------	--

PHASE 1: Plan and Prepare

		3 FY 2022-23
Objective 2	Plan for Continuity of Operations	FY 2022-23 Activity Type
Activity 2	Develop a HCC Continuity of Operations Pan	
	<p>1 HCCs will support Health Care Organizations in development or maintenance of their continuity of operations plan (COOP) by January 30, 2022, thereafter annually. The HCO plans will inform the HCC COOP.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 60-61 FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1 2017-2022 Health Care Preparedness and Response Capabilities, page 34 2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16 FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1</p>	

	2	HCCs will develop or maintain a coalition COOP annually by June 30, 2022 and upload into the CAT. <i>FY 21-22 Continue to work on this activity and deliverable and report.</i> Reference: ASPR HPP FOA EP-U3R-19-001, pages 60-61 FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 2 2017-2022 Health Care Preparedness and Response Capabilities, page 34 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov	
Activities	3		
	4		
	5		
Outputs from the planned activities			
	1	HCCs will submit a COOP plan into the CAT (Activity 2.2).	
Outputs	2		
	3		
	4		
Notes	1		
	2		
	3		

		3 FY 2022-23
Objective 3:	Maintain Access to Non-Personnel Resources During an Emergency	FY 2022-23 Activity Type
Activity 1	Assess Supply Chain Integrity	
	<p>1 HCCs will continue to assess supply chain integrity by developing a vendor management process to address limited supply ordering for all HCC members and neighboring HCCs in an emergency. HCCs will share with neighboring HCCs annually by June 30, 2022 and upload into the CAT.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 62 FY 2019-20 Local HPP Work Plan, Capability 3, Objective 3, Activity 1 2017-2022 Health Care Preparedness and Response Capabilities, page 35 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</p>	
Activity 2	Assess and Address Equipment, Supply and Pharmaceutical Requirements	
	<p>2 HCCs will continue to assess and address equipment, supply, and pharmaceutical requirements annually, and update inventory list. Inventory management program protocol for all cached materials will be updated annually and uploaded into the CAT within 30 days after award.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 62-63 FY 2019-20 Local HPP Work Plan, Capability 3, Objective 3, Activity 2 2017-2022 Health Care Preparedness and Response Capabilities, page 36-7 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</p>	
Activities	3	

	4		
	5		
Outputs from the planned activities			
	1	HCCs will upload a vendor management process into the CAT (Activity 1.1).	
	2	HCCs will upload an inventory management program protocol into the CAT (Activity 1.2).	
Outputs	3		
	4		
	5		
Notes	1		
	2		
	3		

		3 FY 2022-23
Objective 6	Plan for Health Care Evacuation and Relocation	
Activity 1	Develop and Implement Evacuation and Relocation Plans	
Activity Type	FY 2022-23 Activity Type	
1	HCCs will continue to support HCC member's development or maintenance of their evacuation, transportation and relocation plans, annually. <i>FY 21-22 Continue to work on this activity and deliverable and report.</i> Reference: ASPR HPP FOA EP-U3R-19-001, pages 63 FY 2019-20 Local HPP Work Plan, Capability 3, Objective 3, Activity 2 2017-2022 Health Care Preparedness and Response Capabilities, page 40-42 FY 21-22 PHEP Workplan, Domain 4, Domain Activity 7, Activity 1	
2		
3		
Outputs from the planned activities		
1	HCCs will provide upon request meeting minutes and best practices (Activity 1.1).	
2		
3		
4		
1		
2		
3		

PHASE 2: Train and Equip

PHASE 2: Train and Equip		3 FY 2022-23
Objective 5:	Protect Responder Safety and Health	FY 2022-23 Activity Type
Activity 1	Distribute Resources Required to Protect the Health Care Workforce	
	<p>1 HCCs will annually support and promote regional PPE procurement, update inventory list, and include/update this process in the HCC Preparedness Plan.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 65 FY 2019-20 Local HPP Work Plan, Capability 3, Objective 5 2017-2022 Health Care Preparedness and Response Capabilities, page 36-37</p>	
Activity 2	Train and Exercise to Promote Responder Safety and Health	
	<p>2 HCCs, in coordination with PHEP, will continue to annually make available training opportunities to HCC members to promote responder safety and health. Include such trainings in the HCC training plan.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 65 FY 2019-20 Local HPP Work Plan, Capability 3, Objective 5 2017-2022 Health Care Preparedness and Response Capabilities, page 38-40 FY 21-22 PHEP Workplan, Domain 4, Domain Activity 1, Activity 4 and Activity 6 FY 21-22 PHEP Workplan, Domain 4, Domain Activity 7, Activity 2</p>	
Activities	3	
	4	
	5	
Outputs from the planned activities		

	1	HCCs will provide a list of participants and an agenda for each completed training (Activity 2.2).
	2	HCCs will provide MCM dispensing plans reflecting the HCCs role (Activity 2.1).
Outputs	3	
	4	
	5	
Notes	1	
	2	
	3	

y, provide
infrastructure.
ergencies.
rations.

					3 FY 2023-24			
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	Status
	Status	Primary Barrier	Status	Primary Barrier				

						3 FY 2023-24		
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	Status
	Status	Primary Barrier	Status	Primary Barrier				

						3 FY 2023-24		
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	Status
	Status	Primary Barrier	Status	Primary Barrier				

						3 FY 2023-24		
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	Status
	Status	Primary Barrier	Status	Primary Barrier				

				3 FY 2024-25						
4 MY Report	5 YE Report		Notes	FY 2024-25	Estimated	4 MY Report		5 YE Report		Notes
Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	

				3 FY 2024-25						
4 MY Report	5 YE Report		Notes	FY 2024-25	Estimated	4 MY Report		5 YE Report		Notes
Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	

3 FY 2025-26						3 FY 2026-27						
FY 2025-26	Estimated	4 MY Report		5 YE Report		Notes	FY 2026-27	Estimated	4 MY Report		5 YE Report	
		Status	mary Bar	Status	mary Bar				Status	mary Bar	Status	mary Bar

3 FY 2025-26							3 FY 2026-27					
FY 2025-26 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2026-27 Activity Type	Estimated Completion	4 MY Report		5 YE Report	
		Status	mary Bar	Status	mary Bar				Status	mary Bar	Status	mary Bar

3 FY 2025-26						3 FY 2026-27						
FY 2025-26	Estimated	4 MY Report		5 YE Report		Notes	FY 2026-27	Estimated	4 MY Report		5 YE Report	
		Status	mary Bar	Status	mary Bar				Status	mary Bar	Status	mary Bar

3 FY 2025-26						3 FY 2026-27						
FY 2025-26	Estimate	4 MY Report		5 YE Report		Notes	FY 2026-27	Estimate	4 MY Report		5 YE Report	
		Status	mary Bar	Status	mary Bar				Status	mary Bar	Status	mary Bar

[Local Entity Name]

Capability 4:	Medical Surge
Goal:	Health care organizations deliver timely and efficient care to their patients even when the demand for health exceeds available supply. The HCC, in collaboration with the state's/jurisdiction's ESF-8 lead agency, coord and available resources for its members to maintain conventional surge response. When an emergency ove HCC's collective resources, the HCC supports the health care delivery system's transition to contingency an response and promotes a timely return to conventional standards of care as soon as possible.

1 Known Gaps:	
----------------------	--

2 Classify Activity:	<i>Are you Building or Sustaining this Capability?</i>
-----------------------------	--

PHASE 1: Plan and Prepare **3 FY 2022-23**

Objective 1	Plan for a Medical Surge	FY 2022-23 Activity Type
Activity 1	Incorporate Medical Surge Planning into Health Care Organization Emergency Operations Plan	
1	<p>HCC members will continue to work together to manage staffing resources including volunteers within hospitals and other health care settings, and include/update annually such strategy in preparedness and response plans.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 66-67 FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 11 2017-2022 Health Care Preparedness and Response Capabilities, page 45</p>	
Activity 3	Incorporate Medical Surge Planning into HCC Response Plan	

	<p>2 HCCs will continue to serve as planning resources and subject matter experts to PHEP program and LHDs as they develop or augment existing response plans, annually.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 70</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 47-48</i> <i>FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1</i> <i>FY 21-22 PHEP Workplan, Domain 4, Domain Activity 2, Activity 1</i> <i>FY 21-22 PHEP Workplan, Domain 4, Domain Activity 4, Activity 1</i> <i>FY 21-22 PHEP Workplan, Domain 5, Domain Activity 4, Activity 2</i></p>	
	<p>3 FY 21-22 HCCs will develop complementary coalition-level annexes to their base medical surge/trauma mass casualty Response Plan to manage a large number of casualties with specific needs. <u>Consider regional plans.</u></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 70-74</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 51</i> <i>2019-2023 HPP Performance Measures Implementation Guidance</i> <i>FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1</i></p>	

4 | HCCs will continue to maintain and update their Pediatric Surge Annex of their Response Plan, annually. Updates will be uploaded into the CAT.

FY 21-22 Continue to work on this activity and deliverable and report.

Reference:

ASPR HPP FOA EP-U3R-19-001, pages 71

FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 5

2017-2022 Health Care Preparedness and Response Capabilities, page 51

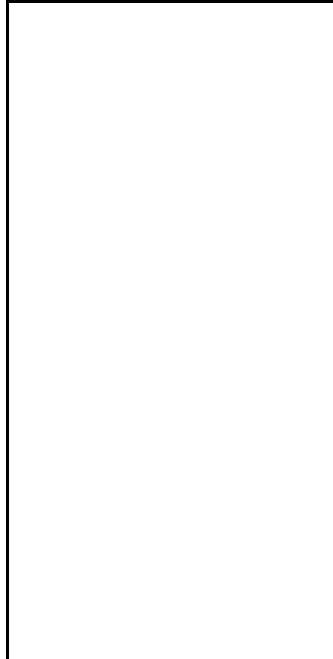
Coalition Assessment Tool (CAT): <https://HPPCAT.hhs.gov>

FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1

5 | [Develop an Infectious Disease Surge or Burn Surge Annex to HCC Response Plan by June 2021.](#)
If selected over an Infectious Disease Surge Annex, HCCs will develop their Burn Surge Annex of their Response Plan, [a draft is due April 1, 2021, and the final by June 30, 2021 and upload into the CAT.](#)

[FY 21-22 Continue to work on this activity and deliverable and report.](#)

Reference:
[ASPR HPP FOA EP-U3R-19-001, pages 71](#)
[FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 6](#)
[2017-2022 Health Care Preparedness and Response Capabilities, page 52](#)
[Coalition Assessment Tool \(CAT\): <https://HPPCAT.hhs.gov>](#)
[FY 21-22 PHEP Workplan, Domain 5, Required by State Activity 1, Activity 2](#)



	<p>6 Develop an Infectious Disease Surge or Burn Surge Annex to HCC Response Plan by June 2022. If a Burn Surge Annex was not selected and developed, HCCs will develop their Infectious Disease Surge Annex of their Response Plan, a draft is due April 1, 2022, and the final by June 30, 2022 and upload into the CAT.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 72 FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 7 2017-2022 Health Care Preparedness and Response Capabilities, page 53-54 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov <i>FY 21-22 Pan Flu Workplan, Objective 1</i> <i>FY 21-22 PHEP Workplan, Domain 5, Required by State Activity 1, Activity 1</i></p>	
	<p>7 HCCs will develop their Radiation Surge Annex of their Response Plan, a draft is due April 1, 2023, and the final by June 30, 2023 and uploaded into the CAT.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 73 FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 8 2017-2022 Health Care Preparedness and Response Capabilities, page 51-52 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov <i>FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1</i> <i>FY 21-22 PHEP Workplan, Domain 5, Required by State Activity 1, Activity 3</i></p>	

	<p>8 HCCs will develop their Chemical Surge Annex of their Response Plan, a draft is due April 1, 2024, and the final by June 30, 2024 and uploaded into the CAT.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 73-74</i> <i>FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 9</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 51-52</i> <i>Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</i> FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1 FY 21-22 PHEP Workplan, Domain 5, Required by State Activity 1, Activity 4</p>	
	<p>9 HCCs will continue to coordinate with the PHEP program and CDPH for integrating crisis care elements into their Response plans annually by June 30, 2022 and upload into the CAT.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 76</i> <i>FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 3</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 47-51</i> <i>Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</i> FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1 FY 21-22 PHEP Workplan, Domain 4, Domain Activity 1, Activity 3</p>	
<p>Activities</p>	<p>10</p> <p>11</p> <p>12</p>	

Outputs from the planned activities	
	1 HCCs use the Disaster Healthcare Volunteer (DHV) program (Activity 1.1).
	2 HCCs will provide upon request Medical Response Corps (MRC) engagement activities (Activity 1.1).
	3 HCCs will upload their Pediatric Surge Annex into the CAT (Activity 3.5).
	4 HCCs will upload their Burn or Infectious Disease Surge Annex into the CAT (Activity 3.6).
	5 HCCs will uploaded their Radiation Surge Annex into the CAT (Activity 3.7).
	6 HCCs will have upload their Chemical Surge Annex into the CAT (Activity 3.8).
	7 HCCs will update their Response to include Crisis Care elements (Activity 3.9).
Outputs	8
	9
	10
Notes	1
	2
	3

PHASE 3: Exercise and Respond

3 FY 2022-23

Objective 1:	Plan for a Medical Surge	FY 2022-23 Activity Type
Activity 3	Incorporate Medical Surge Planning into HCC Response Plan	
1	<p>HCCs will participate in the SWMHE to validate CDPH's Crisis Standards of Care CONOPS in FY 2022-23.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 77</i> <i>FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 4</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 47-51</i></p>	
2	<p>HCCs will complete a redundant communications drill twice a year and enter the data into the CAT. <i>These drills must be six months apart.</i></p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 59</i></p> <p><i>2017-2022 Health Care Preparedness and Response Capabilities, page 29</i> <i>2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 12 and 13, page 28-31</i> <i>Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</i> <i>2019-2023 HPP Performance Measures Implementation Guidance</i></p>	
Activities	3	

	4	
	5	
Outputs from the planned activities		
	1	HCCs will participate in the SWMHE (Activity 3.1).
	2	HCCs will input data from redundant communications drill into the CAT (Activity 3.2).
Outputs	3	
	4	
	5	
Notes	1	
	2	
	3	

		3 FY 2022-23
Objective 2:	Respond to a Medical Surge	FY 2022-23 Activity Type
Activity 1	Implement Emergency Department and Inpatient Medical Surge Response	
1	<p>HCCs, in coordination with PHEP, will incorporate the use of volunteers, Disaster Healthcare Volunteer (DHV) system, to support a medical surge response during training, drills and exercises, annually.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 77</i> <i>FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 13</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 48-49</i> <i>FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1</i> <i>FY 21-22 PHEP Workplan, Domain 5, Domain Activity 4, Activity 1</i> <i>2019-2023 HPP Performance Measures Implementation Guide</i></p>	

	<p>2 HCCs will conduct a Coalition Surge Test (CST) annually, results entered into the CAT.</p> <p><i>FY 20-21 Waived.</i></p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 14</i> <i>2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 14-21, page 32-49</i> <i>Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</i> <i>2019-2023 HPP Performance Measures Implementation Guidance</i></p>	
	<p>3 HCCs will complete the Surge Estimator Tool by March 31, 2022 and March 31, 2024 to support determination of their surge capacity. <i>Only hospitals that provide emergency services are to be included.</i> Data to be entered into the CAT.</p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 78</i> <i>Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</i></p>	

Activity 3	Develop an Alternate Care System	
	<p>4 HCCs, in collaboration with CDPH, LHDs and emergency management, will develop and/or maintain an alternate care system annually by June 30, 2022 and upload into the CAT.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 78-79 FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 3 2017-2022 Health Care Preparedness and Response Capabilities, page 50-51 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</i></p>	
	<p>5 HCCs, in coordination with PHEP, will continue to provide subject matter expertise to LHDs, for providing medical care to sheltered and/or congregate locations during an incident.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 79 2017-2022 Health Care Preparedness and Response Capabilities, page 50-51 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</i></p>	
Activity 4	Provide Pediatric Care During a Medical Surge Response	

6 HCCs will test/exercise their Pediatric Surge Care Annex during a medical surge response or tabletop/discussion exercise format. Completed and upload results/data into the CAT by the end of the five-year project period (FY 2019-20 to FY 2023-24).

FY 21-22 Continue to work on this activity and deliverable and report.

Reference:

ASPR HPP FOA EP-U3R-19-001, pages 79

FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 4

Coalition Assessment Tool (CAT): <https://HPPCAT.hhs.gov>

Activity 5	Provide Surge Management During a Chemical or Radiation Emergency Event	
	<p>7 HCCs will test/exercise their Radiation Emergency Surge Annex, if chosen over the Chemical Emergency Surge Annex exercise, during a medical surge or tabletop/discussion exercise format, by June 30, 2023 and upload the results/data into the CAT by the end of the five-year project period (FY 2019-20 to FY 2023-24).</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 79 FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 5 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</p>	
	<p>8 HCCs will test/exercise their Chemical Emergency Surge Annex, if chosen over the Radiation Emergency Surge Annex exercise, during a medical surge or tabletop/discussion exercise format, by June 30, 2024 and upload the results/data into the CAT by the end of the five-year project period (FY 2019-20 to FY 2023-24).</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 79 FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 6 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov</p>	
Activity 6	Provide Burn Care During a Medical Surge Response	

9 | ~~If a Burn Surge Annex was selected and developed,~~ HCCs will test/exercise their Burn Care [Surge Annex](#) during a medical surge or tabletop/[discussion](#) exercise [format](#), ~~by June 30, 2024~~ and upload the results/data into the CAT [by the end of the five-year project period \(FY 2019-20 to FY 2023-24\)](#).

[FY 21-22 Continue to work on this activity and deliverable and report.](#)

Reference:

ASPR HPP FOA EP-U3R-19-001, pages 79

FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 7

Coalition Assessment Tool (CAT): <https://HPPCAT.hhs.gov>

Activity 9	Enhance Infectious Disease Preparedness and Surge Response	
	<p>10 If an Infectious Disease Surge Annex was selected and developed, HCCs will test/exercise their Infectious Disease Preparedness and Surge Annex during a medical surge or tabletop/discussion exercise format, by June 30, 2022 and upload the results/data into the CAT by the end of the five-year project period (FY 2019-20 to FY 2023-24).</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report. HCCs may utilize COVID-19 response to meet this deliverable. A data sheet will need to be completed.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 80 FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 10 Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov <i>FY 21-22 Pan Flu Workplan, Objective 1 and Objective 7</i></p>	
Activities	11	
	12	
	13	
Outputs from the planned activities		
1	HCCs will use the Disaster Healthcare Volunteer (DHV) program (Activity 1.1).	
2	HCCs will provide upon request Medical Response Corps (MRC) engagement activities (Activity 1.1).	
3	HCCs will input data from CST into the CAT (Activity 1.2).	
4	HCCs will input data from Surge Estimator Tool into the CAT (Activity 1.3).	
5	HCCs will provide their tele/virtual medicine policy (Activity 3.4).	
6	HCCs will provide their policy for establishing an alternate care site (Activity 3.4).	
7	HCCs will provide after action reports (AARs) and improvement plans (IPs) (Activities 4.6, 5.7, 5.8, 6.9, 9.10)	

care services
inates information
erwhelms the
nd crisis surge

						3 FY 2023-24
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type
	Status	Primary Barrier	Status	Primary Barrier		

						3 FY 2023-24
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type
	Status	Primary Barrier	Status	Primary Barrier		

3 FY 2023-24						
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type
	Status	Primary Barrier	Status	Primary Barrier		

[Local Entity Name]

Capability 4:	Medical Surge
Goal:	Health care organizations deliver timely and efficient care to their patients even when the demand for health care services exceeds available supply. The HCC, in collaboration with the state's/jurisdiction's ESF-8 lead agency, coordinates information and available resources for its members to maintain conventional surge response. When an emergency overwhelms the HCC's collective resources, the HCC supports the health care delivery system contingency and crisis surge response and promotes a timely return to conventional standards of care when possible.

1 Known Gaps:	
----------------------	--

2 Classify Activity:	Are you Building or Sustaining this Capability?
-----------------------------	---

PHASE 1: Plan and Prepare		3 FY 2022-23
Objective 1	Plan for a Medical Surge	FY 2022-23 Activity Type
Activity 2	Incorporate Medical Surge Planning into Emergency Medical Services Emergency Operation Plan	
	<p>1 EMS plans should incorporate disaster related dispatch, response, mutual aid and regional coordination, pre-hospital triage and treatment, transportation, supplies and equipment.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 68 FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA 2017-2022 Health Care Preparedness and Response Capabilities, page 46-47</p>	

	<p>2 EMS will work collaboratively with the LHD to identify a local initiative or project to meet local needs and delineate the LEMSAs role from the LHD role.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: FY 2019-20 Local HPP Work Plan, Capability 4, LEMSAs</p>	
Activity 3	Incorporate Medical Surge Planning into HCC Response Plan	
	<p>3 EMS will continue to participate in the review and update of the HCC Response Plan, to maintain the patient transportation process from, the field, to hospital, to interfacility, and to the region.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 68-76 FY 2019-20 Local HPP Work Plan, Capability 4, LEMSAs 2017-2022 Health Care Preparedness and Response Capabilities, page 46-48</p>	
	<p>4 EMS will continue to review and update information sharing protocols with HCC members, corroborate member needs and incorporate the process in the HCC Response Plan.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 68-76 FY 2019-20 Local HPP Work Plan, Capability 4, LEMSAs 2017-2022 Health Care Preparedness and Response Capabilities, page 46-48</p>	
Activities	5	
	6	
	7	
Outputs from the planned activities		

	1	HCCs will provide the EMS plans upon request (Activity 2.1).
	2	HCCs will provide a documentation of roles and responsibilities for local initiative or project (Activity 2.2).
	3	HCCs will provide a copy of the EMS transportation protocols upon request (Activity 3.3).
	4	
	5	
Outputs	6	
	7	
	8	
Notes	1	
	2	
	3	

PHASE 2: Train and Equip

3 FY 2022-23

Objective 2:	Respond to a Medical Surge	FY 2022-23 Activity Type
Activity 3	Incorporate Medical Surge Planning into HCC Response Plan	
1	<p>EMS will continue to provide training to HCC members on plans, policies and procedures for regional transportation of a patient(s) with a suspected and/or confirmed highly infectious disease.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 68-76</i> <i>FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 46-48</i></p>	
2	<p>EMS will continue to provide training to HCC members on plans, policies and procedures for transitioning to a disaster response.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 68-76</i> <i>FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 46-48</i></p>	
Activities	3	
	4	
	5	
Outputs from the planned activities		
1	HCCs will provide upon request their patient movement plan, and patient tracking/reunification plan (Activity 3.1).	
2	HCCs will provide a list of participants and an agenda for each completed training (Activity 3.2).	

PHASE 3: Exercise and Respond

3 FY 2022-23

Objective 2:	Respond to a Medical Surge	FY 2022-23 Activity Type
Activity 3	Incorporate Medical Surge into HCC Response Plan	
	<p>1 EMS will participate in the Coalition Surge Test (CST) annually.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 68-76 FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA 2017-2022 Health Care Preparedness and Response Capabilities, page 46-48 2019-2023 HPP Performance Measures Implementation Guidance</p>	
	<p>2 EMS will complete a redundant communications drill twice a year with their HCC.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 60-61 FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1 2017-2022 Health Care Preparedness and Response Capabilities, page 34 2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16</p>	

	3	<p>EMS will participate in the annual SWMHE.</p> <p><i>FY 20-21 Canceled.</i></p> <p><i>FY 21-22 Canceled.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 60-61</i> <i>FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 34</i> <i>2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16</i></p>	
	4	<p>EMS will participate in the SWMHE to validate the CDPH's Crisis Standards of Care CONOPS in FY 2022-23.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 60-61</i> <i>FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 34</i> <i>2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16</i></p>	
Activities	5		
	6		
	7		
Outputs from the planned activities			
	1	HCCs will provide after action reports (AARs) and improvement plans (IPs) (Activities 3.1-3.4).	
Outputs	2		
	3		
	4		
Notes	1		

health care
agency,
use. When an
item's transition to
as soon as

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

					3 FY 2024-25					
4 MY Report		5 YE Report		Notes	FY 2024-25	Estimate	4 MY Report		5 YE Report	
Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier

					3 FY 2024-25					
4 MY Report		5 YE Report		Notes	FY 2024-25	Estimated	4 MY Report		5 YE Report	
Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier

					3 FY 2024-25					
4 MY Report		5 YE Report		Notes	FY 2024-25	Estimated	4 MY Report		5 YE Report	
Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier

3 FY 2025-26							3 FY 2026-27					
Notes	FY 2025-26	Estimate	4 MY Report		5 YE Report		Notes	FY 2026-27	Estimate	4 MY Report		5 YE R
			Status	mary Bar	Status	mary Bar				Status	mary Bar	

3 FY 2025-26							3 FY 2026-27					
Notes	FY 2025-26	Estimate	4 MY Report		5 YE Report		Notes	FY 2026-27	Estimate	4 MY Report		5 YE R
			Status	mary Bar	Status	mary Bar				Status	mary Bar	Status

3 FY 2025-26							3 FY 2026-27						
Notes	FY 2025-26	Estimate	4 MY Report		5 YE Report		Notes	FY 2026-27	Estimate	4 MY Report		5 YE R	
			Status	mary Bar	Status	mary Bar				Status	mary Bar	Status	

Application

Known Gaps¹

Known Gaps

Classify Activity²

Sustain

Build

Fiscal Year (FY) Activity³

Plan/Develop

Organize/Equip

Train

Exercise

Evaluate/Improve

Updating

Not Applicable

Estimated Completion³

This fiscal year by Q2

This fiscal year by Q4

Continuous

Out year

Not Applicable

Reporting

Status⁴⁻⁵

Complete

In progress, on schedule

In progress, off schedule
Not Started
Canceled

Primary Barrier⁴⁻⁵

None
Lack of Funding
Lack of Personnel
Administrative
Time Constraint
Waiting on EPO
Real Event
Other, provide in the *Notes*
section.

Definitions

Enter gaps identified from jurisdictional Capabilities Planning Guide (CPGs) survey, trainings, exercises, real events, after action reports and/or improvement plans that you want to resolve during the fiscal

A capability is built and ready for an emergency and/or disaster. Sustainment is working through the preparedness cycle; train, exercise, evaluate and improve in order to retain the ability and improve based on current jurisdictional hazards.

A capability is incomplete. Building activities include research, development, identifying key partners and stakeholders, establishing relationships, defining roles, responsibilities, draft, public comment, etc..

Strategic and operational planning establishes priorities, identifies expected levels of performance and capability requirements, provides the standard for assessing capabilities and helps stakeholders learn their roles. The planning elements identify what an organization's Standard Operating Procedures (SOPs) or Emergency Operations Plans (EOPs) should include for ensuring that contingencies are in place for delivering the capability during a large-scale disaster.

Organizing and equipping include identifying what competencies and skill sets people should possess and ensuring an organization has the correct personnel. Additionally, it includes identifying and acquiring standard equipment an organization may need to use in times of emergency.

Training with the knowledge, skills, and abilities needed to perform key tasks required during a specific emergency situation.

Exercises enable entities to identify strengths and incorporate them within best practices to sustain and enhance existing capabilities. They also provide an objective assessment of gaps and shortfalls within plans, policies and procedures to address areas for improvement prior to a real-world incident.

Exercises help clarify roles and responsibilities among different entities, improve inter-agency coordination and communications and identify needed resources and opportunities for improvement.

Quality improvement thru after action Reports (AARs), collecting lessons learned, develop improvement plans, and track corrective actions to address gaps and deficiencies identified in exercises or real-world events to continuously improve and strengthen preparedness.

Modernize, make current and/or include the most recent information.

Does not apply my jurisdiction. For example, a Public Health Lab, non CRI etc.

The activity will be complete by the end of the second quarter of the fiscal year.

The activity will be complete by the end of the fourth quarter of the fiscal year.

The activity occurs throughout the year.

Not working on the activity this fiscal year, it will be addressed in the future.

Does not apply my jurisdiction. For example, a Public Health Lab, non CRI etc.

The Activity has been fully executed/in place to satisfy all requirements.

This Activity is work in progress and will be completed by the Estimated Completion time.

This Activity is work in progress and will be not be completed/late by the Estimated Completion time.
No work has been done on this Activity.
This activity will not be finished/completed this FY.

No barriers to completing this Activity and corresponding Outputs.
In sufficient funding to complete this Activity and corresponding Outputs.
In sufficient staff or subject matter experts to complete this Activity and corresponding Outputs.
Jurisdictional administrative processes delayed and/or pushed back the the next FY this Activity.
Various factors limited the amount of time needed to complete this Activity. A few example, deadlines, w
Waiting on EPO to provide materials, resources or guidelines that impedes completion of this Activity.
Jurisdiction

Add additional information in the Notes section of this Activity.

Annual	Region I	less than 200,000
FY 2022-23	Region II	between 200,000 and
FY 2023-24	Region III	greater than 700,000
FY 2024-25	Region IV	
FY 2025-26	Region V	Q2
FY 2026-27	Region VI	Q3
	Multiple Regions	Q4



California Department of Public Health
Emergency Preparedness Office

Date:

FY 2022-23 to FY 2026-27
Local Health Department Work Plan for
Pandemic Influenza (Pan Flu)

[Local Entity Name]

Region:

Population size:

[Local Entity Name]

Description:	Strengthen planning and response efforts in order to be prepared for an influenza Pandemic.
---------------------	---

1 Known Gaps:	
----------------------	--

2 Classify Activity:	<input type="checkbox"/> <i>Are you Building or Sustaining influenza planning?</i>
-----------------------------	--

Outcomes:	1 Up-to-date written policies and procedures in place to ensure pandemic influenza readiness and response, including LHD collaborative efforts with local and state partners, effective administration and documentation of vaccines, guidelines for prioritizing lab testing and distribution of materials to partners, document vaccine administration in the immunization registry, and procedures for communication to promote vaccine and preventative measures.
	2 Surveillance systems are maintained to ensure accurate and timely documentation of novel/variant influenza virus infections, influenza-associated deaths in children and/or case-specific data requested by state and federal partners.
	3 Local public health laboratories maintain capability and capacity to type and subtype influenza viruses.
	4 Updated written procedures in place for monitoring exposed persons exposed to avian or novel influenza viruses, including laboratory testing and ensuring regular communication of activities and outcomes to state partners.
	5 Conduct a mass vaccination clinic and complete an After Action Report/Improvement Plan (AAR/IP).
	6 Implementation of processes for ensuring optimal utilization of influenza vaccines within local communities, including target populations such as persons with underlying medical conditions and/or school-aged children.

		FY 2022-23						FY 2023-24						
Objective 1	Update and/or maintain a local Pandemic Influenza Plan Reference: PHEP Work Plan, Domain 1, Activity 6: Strengthen and Implement Plans PHEP Work Plan, Domain 4, Activity 1: Develop and Exercise Plans for MCM Distribution, Dispensing and Vaccine Administration PHEP Work Plan, Domain 4, Activity 2: Maintain Preparedness Plans Based on Risks FY 21-22 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 2.6 FY 21-22 HPP Workplan, Capability 4, Phase 3, Objective 2, Activity 9.10	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report			
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier		Status
Activities	1 Protocol describing how the LHD will work with local partners and health care coalitions to address pandemic influenza preparedness and response. FY 21-22 Continue to work on this activity and deliverable and report. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>													
	2 Update procedure for how LHD will ensure appropriate staff are prepared to order and receive pandemic influenza vaccines, administer vaccine and document pandemic vaccine administration in the immunization registry within 14 days. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: CDPH's Immunization Program : https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/immunize.aspx California Immunization Registry (CAIR): http://cairweb.org/ https://www.sandiegocounty.gov/content/sdc/hhsa/programs/phs/immunization_branch/SDIR.html http://www.myhealthyfutures.org/													
	3 Update plan for how LHD will identify and vaccinate likely target populations, including Tier 1 through Tier 3 critical workforce and occupational groups. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: CDC's Roadmap to Implementing Pandemic Influenza Vaccination of Critical Workforce. https://www.cdc.gov/flu/pandemic-resources/pdf/roadmap_panflu.pdf References: FY 21-22 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 2.6 FY 21-22 HPP Workplan, Capability 4, Phase 3, Objective 2, Activity 9.10													
	4 Update plans for disseminating CDPH/LHD guidelines for prioritization of influenza laboratory testing to public and private laboratories, healthcare facilities and providers, and other key healthcare partners within the jurisdiction during both the regular influenza season and in a pandemic. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>													
	5 Update procedures for preparedness and response communications, including outreach and educational efforts to promote vaccine and prevention measures and coordinating these efforts and messaging with key partners in the community. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>													
	6 Annually provide, and keep updated, the name and contact information for the LHD's Pandemic Influenza Coordinator or position responsible for ensuring completion of Pan Flu Work Plan activities and deliverables. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>													
Activities	7													
	8													
	9													

Outputs from the planned activities	
	1 Updated process for engaging local partners and stakeholders in influenza pandemic planning and preparedness.
	2 Updated vaccine administration and immunization registry process including documentation.
	3 Updated plan for vaccination plan for target populations and critical workforce.
	4 Updated plans for prioritizing lab testing.
	5 Updated communication procedures.
	6 Pan Flu Coordinator contact is current.
Outputs	7
	8
	9
Notes	1
	2
	3

		FY 2022-23						FY 2023-24					
Objective 2	Maintain a surveillance system for reporting novel/variant influenza virus infections and influenza-associated deaths in children <18 years of age, and report data via electronic or fax during the regular influenza season. Reference: PHEP Work Plan, Domain 3, Activity 2: Coordinate Information Sharing PHEP Work Plan, Domain 6, Activity 1: Conduct Epidemiological Surveillance CDC NoFO PHEP CDC RFA TP19-1901, page 16-17, 25-26 and 28-29	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status
Activities	1 LHDs will report influenza-associated deaths in persons <18 years of age to CDPH within two weeks of death. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: CDPH Influenza guidance: https://www.cdph.ca.gov/Programs/CID/DCDC/pages/immunization/influenza.aspx CDPH Influenza recommendations: https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/Immunization/InfluenzaGuidance.pdf												
	2 LHDs will submit completed case report forms to CDPH for influenza-associated deaths in persons <18 years of age within two months of death. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: Refer to references in Activity 1, above.												
	3 LHDs will utilize immunization registry for epidemiological surveillance. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>												
Activities	4												
	5												
	6												
Outputs from the planned activities													
	1 Updated surveillance systems that provide accurate and timely data of novel/variant influenza virus infections and associated deaths.												
	2 Updated process for reporting of influenza associated deaths in person <18 years of age.												
	3 Updated process to provide data requested by State and Federal partners.												
Outputs	4												
	5												
	6												
Notes	1												
	2												
	3												

		FY 2022-23						FY 2023-24					
Objective 3	Maintain the ability to conduct case-based surveillance for influenza as requested by CDC and/or CDPH. For example, all cases, hospitalizations, ICU admissions, or deaths, and report those cases via electronic means or fax during a pandemic. Reference: PHEP Work Plan, Domain 3, Activity 2: Coordinate Information Sharing PHEP Work Plan, Domain 6, Activity 1: Conduct Epidemiological Surveillance FY 20-21 HPP Workplan, Capability 2, Phase 1, Objective 2, Activity 1.2 and 1.3 FY 20-21 HPP Workplan, Capability 2, Phase 3, Objective 3, Activity 3.3 CDC NoFO PHEP CDC RFA TP19-1901, page 16-17, 25-26 and 28-29	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status
Activities	1 Submit completed case report forms for persons with novel or variant influenza infections to CDPH within three days of confirmation. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: CDPH Influenza guidance: https://www.cdph.ca.gov/Programs/CID/DCDC/pages/immunization/influenza.aspx CDPH Influenza recommendations: https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/Immunization/InfluenzaGuidance.pdf												
	2 Report and submit completed case report forms for pandemic-associated influenza cases within the timeframe specified by CDPH during an influenza pandemic. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: Refer to references in Activity 1, above.												
	3 LHDs will utilize immunization registry for epidemiological surveillance. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>												
Activities	4												
	5												
	6												
Outputs from the planned activities													
	1 Updated case based surveillance systems that provide accurate and timely data of novel/variant influenza virus infections and associated deaths.												
	2 Updated process to provide data requested by State and Federal partners.												
Outputs	3												
	4												
	5												
Notes	1												
	2												
	3												

		FY 2022-23						FY 2023-24					
Objective 4	Counties with a Public Health Laboratory Maintain the ability of the public health laboratory to type and subtype influenza A viruses and lineage type influenza B viruses (if the laboratory is capable of lineage type testing) for any cases tested for influenza by status of clinical severity (e.g., hospitalized ICU/severe cases, outpatients, and/or fatal cases) during both the regular influenza season and in a pandemic and report results to CDPH through established reporting mechanisms.	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status
Activities	1 LHD's will maintain laboratory testing capability for influenza A/B typing and Flu A subtyping/Flu B lineage typing by rRT-PCR AND satisfactorily pass influenza proficiency testing requirements two times/year. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: <i>PHEP Work Plan, Domain 6 Biosurveillance</i> CDPH Influenza guidance: https://www.cdph.ca.gov/Programs/CID/DCDC/pages/immunization/influenza.aspx												
Activities	2												
	3												
	4												
Outputs from the planned activities													
	1 Maintained laboratory testing capability for influenza.												
	2 Satisfactorily pass influenza proficiency testing requirements two times a year.												
Outputs	3												
	4												
	5												
Notes	1												
	2												
	3												

		FY 2022-23						FY 2023-24					
Objective 5	<p>Counties with a Public Health Laboratory Submit influenza positive specimens to the CDPH Viral and Rickettsial Diseases Laboratory (VRDL) for antiviral resistance testing, as provided by CDPH's Immunization Branch, in accordance with the Association of Public Health Laboratories (APHL) Influenza Virologic Surveillance Right Size Roadmap.</p> <p>Reference: CDPH Immunization Branch: https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/immunize.aspx</p> APHL Influenza Virologic Surveillance Right Size Roadmap: www.aphl.org/aboutAPHL/publications/Documents/ID_July2013_Influenza-Virologic-Surveillance-Right-Size-Roadmap.pdf	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	
Activities	1	Immediately notify CDPH-VRDL of any Unsubtypeable or Inconclusive results that show a cycle threshold (Ct) value for Flu A ≤ 35.											
		<i>FY 22-23 Continue to work on this activity and deliverable and report.</i>											
		Reference: CDPH Viral and Rickettsial Disease Laboratory: https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/VRDL_Influenza_Info.pdf											
Activities	2												
	3												
	4												
Outputs from the planned activities													
	1	Routine immediate notification to CDPH-VRDL of any Unsubtypeable or Inconclusive results that show a cycle threshold (Ct) value for Flu A ≤ 35.											
Outputs	2												
	3												
	4												
Notes	1												
	2												
	3												

		3 FY 2022-23					3 FY 2023-24					
Objective 6	Conduct active or passive monitoring for influenza-like illness among persons exposed to avian or novel influenza viruses (e.g., persons exposed to poultry or other animals infected with avian influenza on farms inside or outside of CA, persons exposed to humans with novel or variant influenza virus infections such as H7N9, H5N1, H3N2v, or H1N2v). Reference: CDPH Influenza guidance: https://www.cdph.ca.gov/Programs/CID/DCDC/pages/immunization/influenza.aspx	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report	
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier
Activities	1 Update and maintain procedures for monitoring persons exposed to avian or novel influenza viruses. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>											
	2 Report monitoring activities and outcomes to CDPH electronically or via fax. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>											
	3 Obtain specimens, from symptomatic persons being monitored for exposure to avian or novel influenza viruses, for testing at a public health laboratory and forward unsubtypeable and indeterminate subtype specimens to VRDL for confirmatory testing at CDC. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>											
Activities	4											
	5											
	6											
Outputs from the planned activities												
	1 Updated procedures for monitoring exposed persons, including laboratory testing, and ensuring regular communication of activities and outcomes to State partners.											
Outputs	2											
	3											
	4											
Notes	1											
	2											
	3											

		FY 2022-23						FY 2023-24						
Objective 7	Conduct at least one mass vaccination clinic exercise and maximize attendance in order to test and evaluate the mass vaccination capability and capacity. Reference: PHEP Work Plan, Requirements CDC NoFO PHEP CDC RFA TP19-1901, exercise requirements on page 39 FY 21-22 HPP Workplan, Capability 4, Phase 3, Objective 2, Activity 9.10	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report			
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier		Status
Activities	1	LHDs will identify high risk and priority target groups, including low income populations, in order to conduct outreach and provide educational materials, to increase attendance at the mass vaccination clinic exercise. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>												
	2	LHDs will coordinate with the CDPH Immunization Branch to order and receive State purchased flu vaccine for mass vaccination clinic exercise. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> (If LHDs need additional doses or would like to offer other vaccines, contact CDPH's Immunization Branch.)												
	3	LHDs will plan and conduct your mass vaccination clinic exercise in coordination with your Public Health Emergency Preparedness (PHEP) and Immunization programs. Utilize improvements plans from previous exercises after action reports (AARs) to fill gaps identified and improve the process. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>												
	4	LHDs will enter into the immunization registry (within 14 days) all vaccine doses administered during the mass vaccination clinic exercise. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: California Immunization Registry (CAIR): http://cairweb.org/												
	5	LHDs will in coordination with your Public Health Emergency Preparedness (PHEP) and Immunization programs, complete an after action report (AAR) including an improvement plan (IP) after the exercise. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>												
Activities	6													
	7													
	8													
Outputs from the planned activities														
	1	Completed a mass vaccination exercise.												
	2	Completed a AAR and IP.												
Outputs	3													
	4													
	5													
Notes	1													
	2													
	3													

Objective 8 In conjunction with the immunization coordinator, support efforts to intensify seasonal flu vaccination efforts to enhance pandemic influenza preparedness.		FY 2022-23						FY 2023-24						
		FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		Status	
				Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier		
Activities	1	Support the LHD immunization program to enter/record all doses of seasonal influenza vaccine administered by the LHD (in clinics or in LHD offices) in the immunization registry. Data should be recorded within 14 days of administration. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: <i>California Immunization Registry (CAIR):</i> http://cairweb.org/ https://www.sandiegocounty.gov/content/sdc/hhsa/programs/phs/immunization_branch/SDIR.html http://www.myhealthyfutures.org/												
	2	Support the LHD immunization program to ensure all state-purchased (VFC, 317 or State) seasonal influenza vaccines shared with and administered by local partners are documented in the immunization registry within 14 days of administration. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i> Reference: <i>California Immunization Registry (CAIR):</i> http://cairweb.org/ https://www.sandiegocounty.gov/content/sdc/hhsa/programs/phs/immunization_branch/SDIR.html http://www.myhealthyfutures.org/												
	3	Promote increased seasonal influenza vaccine within the community, including target populations and school-aged children. <i>FY 22-23 Continue to work on this activity and deliverable and report.</i>												
	4	<i>Suggested Activity:</i> Increase immunization of school-aged children as part of mass vaccination clinics.												
Activities	5													
	6													
	7													
Outputs from the planned activities														
	1	Implementation of processes for ensuring optimal utilization of influenza vaccines within local communities, including target populations such as persons with underlying medical conditions and/or school-aged children.												
Outputs	2													
	3													
	4													
Notes	1													
	2													
	3													

Application

Definitions

Known Gaps¹

Known Gaps Enter gaps identified from jurisdictional Capabilities Planning Guide (CPGs) survey, trainings, exercises, real events, after action reports and/or improvement plans that you want to resolve during the fiscal year.

Classify Activity²

Sustain A capability is built and ready for an emergency and/or disaster. Sustainment is working through the preparedness cycle; train, exercise, evaluate and improve in order to retain the ability and improve based on current jurisdictional hazards.

Build A capability is incomplete. Building activities include research, development, identifying key partners and stakeholders, establishing relationships, defining roles, responsibilities, draft, public comment, etc..

Fiscal Year (FY) Activity³

Plan/Develop Strategic and operational planning establishes priorities, identifies expected levels of performance and capability requirements, provides the standard for assessing capabilities and helps stakeholders learn their roles. The planning elements identify what an organization’s Standard Operating Procedures (SOPs) or Emergency Operations Plans (EOPs) should include for ensuring that contingencies are in place for delivering the capability during a large-scale disaster.

Organize/Equip Organizing and equipping include identifying what competencies and skill sets people should possess and ensuring an organization has the correct personnel. Additionally, it includes identifying and acquiring standard equipment an organization may need to use in times of emergency.

Train Training with the knowledge, skills, and abilities needed to perform key tasks required during a specific emergency situation.

Exercise Exercises enable entities to identify strengths and incorporate them within best practices to sustain and enhance existing capabilities. They also provide an objective assessment of gaps and shortfalls within plans, policies and procedures to address areas for improvement prior to a real-world incident. Exercises help clarify roles and responsibilities among different entities, improve inter-agency coordination and communications and identify needed resources and opportunities for improvement.

Evaluate/Improve Quality improvement thru after action Reports (AARs), collecting lessons learned, develop improvement plans, and track corrective actions to address gaps and deficiencies identified in exercises or real-world events to continuously improve and strengthen preparedness.

Updating Modernize, make current and/or include the most recent information.

Not Applicable Does not apply my jurisdiction. For example, a Public Health Lab, non CRI etc.

Estimated Completion³

This fiscal year by Q2 The activity will be complete by the end of the second quarter of the fiscal year.

This fiscal year by Q4 The activity will be complete by the end of the fourth quarter of the fiscal year.

Continuous The activity occurs throughout the year.

Out year Not working on the activity this fiscal year, it will be addressed in the future.

Reporting

Status⁴⁻⁵

Complete	The Activity has been fully executed/in place to satisfy all requirements.
In progress, on schedule	This Activity is work in progress and will be completed by the Estimated Completion time.
In progress, off schedule	This Activity is work in progress and will be not be completed/late by the Estimated Completion time.
Not Started	No work has been done on this Activity.
Canceled	This activity will not be finished/completed this FY.

Primary Barrier⁴⁻⁵

None	No barriers to completing this Activity and corresponding Outputs.
Lack of Funding	In sufficient funding to complete this Activity and corresponding Outputs.
Lack of Personnel	In sufficient staff or subject matter experts to complete this Activity and corresponding Outputs.
Administrative	Jurisdictional administrative processes delayed and/or pushed back the the next FY this Activity.
Time Constraint	Various factors limited the amount of time needed to complete this Activity. A few example, deadlines, workload, and reso
Waiting on EPO	Waiting on EPO to provide materials, resources or guidelines that impedes completion of this Activity.
Real Event	Jurisdiction
Other, provide in the <i>Notes</i> section.	Add additional information in the Notes section of this Activity.



California Department of Public Health
Emergency Preparedness Office

Date:

FY 2022-23 to FY 2026-27
Local Health Department Work Plan for
Hospital Preparedness Program (HPP)
and the Health Care Coalition

DRAFT

[Local Entity Name]

Region:

Population size:

[Local Entity Name]

This is a short list that includes requirements, a checklist and clarifications for the Hospital Preparedness Program (HPP) funding. This list is not exhaustive, HCCs are required to study the HPP Capability Guide and HPP Performance Measures and therein

HPP Performance Measures Implementation Guides

Link: <https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/hpp-pmi-guidance-2017.pdf>

Link: <https://www.phe.gov/Preparedness/planning/hpp/reports/pmi-guidance-2019-2023/Pages/default.aspx>

Pages 90-96 in the 2019-2023 HPP Performance Measures Implementation Guide contain a crosswalk of performance measures to HPP Workplan activities.

HPP Capability Guide

Link: <https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capabilities.pdf>

HPP Coalition Assessment Tool (CAT)

HPP Performance Measures are reported in the Coalition Assessment Tool (CAT) and to CDPH. CDPH will utilize information in the CAT to meet CDPH's required HPP reporting. CDPH will require HCCs to provide required deliverables and data that are not contained in the CAT. If you need to update your CAT point of contact and access, use the email provided below.

Link: <https://HPPCAT.hhs.gov>

Email: CAT@HHS.gov

Requirement

HPP-PHEP-EMA Joint Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be a standalone functional or full scale joint exercise once every five years (rolling five years). This exercise **must** include a surge of patients into the health care system. [FY 2021-22 HPP Funding Opportunity Announcement, page 16.](#)

Pediatric Surge Care Annex, Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 4.6.](#)

Radiation Emergency Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise if selected over the Chemical Emergency Surge Annex exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 5.7.](#)

↑ or ↓

(Radiation or Chemical Exercise)

Chemical Emergency Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise if selected over the Radiation Emergency Surge Annex exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 5.8.](#)

Burn Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 6.9.](#)

Infectious Disease Preparedness and Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. [See Capability 4, Phase 3, Objective 2, Activity 9.10](#)

Participate in State Wide Medical Health Exercise of Crisis Standards of Care CONOPS. [See Capability 4, Phase 3, Objective 1, Activity 3.1.](#)



Provide a current inventory: **Select** which quarter to provide the list of all HCC resources purchased in the previous fiscal year that would be utilized during an exercise or real event each year to CDPH. *State Site Visit/State Audit requirement.*

Checklist



Performance Measure 4: Complete HCC member updates, **in CDPH template** by the due date.



Performance Measure 6: Other Exercise Requirements **within the CAT**, Exercise Tool report exercise dates and complete a datasheet for all required exercises.



Performance Measure 9: Complete Jurisdictional Risk Assessment Survey **provided by CDPH** by the due date.



Performance Measure 10: After Action Reporting (AAR) and Improvement Planning (IP) Matrix, complete **within the CAT** within the Exercise Tool.



Performance Measures 12 & 13: Redundant Communications Drills 1 & 2, **enter data into the CAT**. The second drill must be six months after the first.



Capability Assessments must be completed **within the CAT** before the end of year due date.



Performance Measure HPP-PHEP J.1, Information Sharing: Report Essential Elements of Information (EEl)s, situation reporting, **to CDPH** as requested during exercises and real events.



CAHAN Communication Drills, quarterly.



Disaster Health Volunteers (DHV) Program must be maintained annually. *See Capability 4, Phase 3, Objective 2, Activity 1.1*

Clarifications

Performance Measure 22: This is a Hospital performance measure collected by the Emergency Medical Services for Children (EMSC). This should align with your Pediatric Surge Annex.

Performance Measure HPP-PHEP J.2, Volunteers: This is a State level performance measure.

Performance Measures 23-28: Annual Hospital Surge Test (HST) in the CAT within the Exercise Tool. **Only complete if**, you have a hospital that is in a Frontier and Remote Area (FAR) level four. <https://www.ers.usda.gov/data-products/frontier-and-remote-area-codes/>

HCC Exercise with an FCC to participate in the NDMS patient movement in the CAT within the Exercise Tool. **Only complete if**, you have a Federal Coordination Center (FCC) in your jurisdiction. <https://asprtracie.hhs.gov/technical-resources/resource/5622/national-disaster-medical-system-federal-coordinating-center-guide>

If there is a difference between the Performance Measures and HPP Funding Opportunity Announcement (FOA), the most current requirement is listed in this work plan, at this point in time it is based on the Performance Measures Implementation Guide 2019-2023.

[Local Entity Name]

Capability 4:	Medical Surge
Goal:	Health care organizations deliver timely and efficient care to their patients even when the demand for health care services exceeds available supply. The HCC, in collaboration with the state's/jurisdiction's ESF-8 lead agency, coordinates information and available resources for its members to maintain conventional surge response. When an emergency overwhelms the HCC's collective resources, the HCC supports the health care delivery system contingency and crisis surge response and promotes a timely return to conventional standards of care when possible.

1 Known Gaps:	
----------------------	--

2 Classify Activity:	Are you Building or Sustaining this Capability?
-----------------------------	---

PHASE 1: Plan and Prepare		3 FY 2022-23
Objective 1	Plan for a Medical Surge	FY 2022-23 Activity Type
Activity 2	Incorporate Medical Surge Planning into Emergency Medical Services Emergency Operation Plan	
	<p>1 EMS plans should incorporate disaster related dispatch, response, mutual aid and regional coordination, pre-hospital triage and treatment, transportation, supplies and equipment.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 68 FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA 2017-2022 Health Care Preparedness and Response Capabilities, page 46-47</p>	

	<p>2 EMS will work collaboratively with the LHD to identify a local initiative or project to meet local needs and delineate the LEMSAs role from the LHD role.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: FY 2019-20 Local HPP Work Plan, Capability 4, LEMSAs</p>	
Activity 3	Incorporate Medical Surge Planning into HCC Response Plan	
	<p>3 EMS will continue to participate in the review and update of the HCC Response Plan, to maintain the patient transportation process from, the field, to hospital, to interfacility, and to the region.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 68-76 FY 2019-20 Local HPP Work Plan, Capability 4, LEMSAs 2017-2022 Health Care Preparedness and Response Capabilities, page 46-48</p>	
	<p>4 EMS will continue to review and update information sharing protocols with HCC members, corroborate member needs and incorporate the process in the HCC Response Plan.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 68-76 FY 2019-20 Local HPP Work Plan, Capability 4, LEMSAs 2017-2022 Health Care Preparedness and Response Capabilities, page 46-48</p>	
Activities	5	
	6	
	7	
Outputs from the planned activities		

	1	HCCs will provide the EMS plans upon request (Activity 2.1).
	2	HCCs will provide a documentation of roles and responsibilities for local initiative or project (Activity 2.2).
	3	HCCs will provide a copy of the EMS transportation protocols upon request (Activity 3.3).
	4	
	5	
Outputs	6	
	7	
	8	
Notes	1	
	2	
	3	

PHASE 2: Train and Equip

3 FY 2022-23

Objective 2:	Respond to a Medical Surge	FY 2022-23 Activity Type
Activity 3	Incorporate Medical Surge Planning into HCC Response Plan	
1	<p>EMS will continue to provide training to HCC members on plans, policies and procedures for regional transportation of a patient(s) with a suspected and/or confirmed highly infectious disease.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 68-76</i> <i>FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 46-48</i></p>	
2	<p>EMS will continue to provide training to HCC members on plans, policies and procedures for transitioning to a disaster response.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 68-76</i> <i>FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 46-48</i></p>	
Activities	3	
	4	
	5	
Outputs from the planned activities		
1	HCCs will provide upon request their patient movement plan, and patient tracking/reunification plan (Activity 3.1).	
2	HCCs will provide a list of participants and an agenda for each completed training (Activity 3.2).	

PHASE 3: Exercise and Respond

3 FY 2022-23

Objective 2:	Respond to a Medical Surge	FY 2022-23 Activity Type
Activity 3	Incorporate Medical Surge into HCC Response Plan	
	<p>1 EMS will participate in the Coalition Surge Test (CST) annually.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 68-76 FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA 2017-2022 Health Care Preparedness and Response Capabilities, page 46-48 2019-2023 HPP Performance Measures Implementation Guidance</p>	
	<p>2 EMS will complete a redundant communications drill twice a year with their HCC.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: ASPR HPP FOA EP-U3R-19-001, pages 60-61 FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1 2017-2022 Health Care Preparedness and Response Capabilities, page 34 2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16</p>	

	3	<p>EMS will participate in the annual SWMHE.</p> <p><i>FY 20-21 Canceled.</i></p> <p><i>FY 21-22 Canceled.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 60-61</i> <i>FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 34</i> <i>2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16</i></p>	
	4	<p>EMS will participate in the SWMHE to validate the CDPH's Crisis Standards of Care CONOPS in FY 2022-23.</p> <p><i>FY 21-22 Continue to work on this activity and deliverable and report.</i></p> <p>Reference: <i>ASPR HPP FOA EP-U3R-19-001, pages 60-61</i> <i>FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1</i> <i>2017-2022 Health Care Preparedness and Response Capabilities, page 34</i> <i>2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16</i></p>	
Activities	5		
	6		
	7		
Outputs from the planned activities			
	1	HCCs will provide after action reports (AARs) and improvement plans (IPs) (Activities 3.1-3.4).	
Outputs	2		
	3		
	4		
Notes	1		

health care
agency,
use. When an
item's transition to
as soon as

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

					3 FY 2024-25					
4 MY Report		5 YE Report		Notes	FY 2024-25	Estimate	4 MY Report		5 YE Report	
Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier

					3 FY 2024-25					
4 MY Report		5 YE Report		Notes	FY 2024-25	Estimated	4 MY Report		5 YE Report	
Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier

					3 FY 2024-25					
4 MY Report		5 YE Report		Notes	FY 2024-25	Estimated	4 MY Report		5 YE Report	
Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier

3 FY 2025-26							3 FY 2026-27					
Notes	FY 2025-26	Estimate	4 MY Report		5 YE Report		Notes	FY 2026-27	Estimate	4 MY Report		5 YE R
			Status	mary Bar	Status	mary Bar				Status	mary Bar	Status

		3 FY 2025-26						3 FY 2026-27					
Notes	FY 2025-26	Estimate	4 MY Report		5 YE Report		Notes	FY 2026-27	Estimate	4 MY Report		5 YE R	
			Status	mary Bar	Status	mary Bar				Status	mary Bar	Status	

3 FY 2025-26							3 FY 2026-27						
Notes	FY 2025-26	Estimate	4 MY Report		5 YE Report		Notes	FY 2026-27	Estimate	4 MY Report		5 YE R	
			Status	mary Bar	Status	mary Bar				Status	mary Bar	Status	

Application

Known Gaps¹

Known Gaps

Classify Activity²

Sustain

Build

Fiscal Year (FY) Activity³

Plan/Develop

Organize/Equip

Train

Exercise

Evaluate/Improve

Updating

Not Applicable

Estimated Completion³

This fiscal year by Q2

This fiscal year by Q4

Continuous

Out year

Not Applicable

Reporting

Status⁴⁻⁵

Complete

In progress, on schedule

In progress, off schedule
Not Started
Canceled

Primary Barrier⁴⁻⁵

None
Lack of Funding
Lack of Personnel
Administrative
Time Constraint
Waiting on EPO
Real Event
Other, provide in the *Notes*
section.

Definitions

Enter gaps identified from jurisdictional Capabilities Planning Guide (CPGs) survey, trainings, exercises, real events, after action reports and/or improvement plans that you want to resolve during the fiscal

A capability is built and ready for an emergency and/or disaster. Sustainment is working through the preparedness cycle; train, exercise, evaluate and improve in order to retain the ability and improve based on current jurisdictional hazards.

A capability is incomplete. Building activities include research, development, identifying key partners and stakeholders, establishing relationships, defining roles, responsibilities, draft, public comment, etc..

Strategic and operational planning establishes priorities, identifies expected levels of performance and capability requirements, provides the standard for assessing capabilities and helps stakeholders learn their roles. The planning elements identify what an organization's Standard Operating Procedures (SOPs) or Emergency Operations Plans (EOPs) should include for ensuring that contingencies are in place for delivering the capability during a large-scale disaster.

Organizing and equipping include identifying what competencies and skill sets people should possess and ensuring an organization has the correct personnel. Additionally, it includes identifying and acquiring standard equipment an organization may need to use in times of emergency.

Training with the knowledge, skills, and abilities needed to perform key tasks required during a specific emergency situation.

Exercises enable entities to identify strengths and incorporate them within best practices to sustain and enhance existing capabilities. They also provide an objective assessment of gaps and shortfalls within plans, policies and procedures to address areas for improvement prior to a real-world incident.

Exercises help clarify roles and responsibilities among different entities, improve inter-agency coordination and communications and identify needed resources and opportunities for improvement.

Quality improvement thru after action Reports (AARs), collecting lessons learned, develop improvement plans, and track corrective actions to address gaps and deficiencies identified in exercises or real-world events to continuously improve and strengthen preparedness.

Modernize, make current and/or include the most recent information.

Does not apply my jurisdiction. For example, a Public Health Lab, non CRI etc.

The activity will be complete by the end of the second quarter of the fiscal year.

The activity will be complete by the end of the fourth quarter of the fiscal year.

The activity occurs throughout the year.

Not working on the activity this fiscal year, it will be addressed in the future.

Does not apply my jurisdiction. For example, a Public Health Lab, non CRI etc.

The Activity has been fully executed/in place to satisfy all requirements.

This Activity is work in progress and will be completed by the Estimated Completion time.

This Activity is work in progress and will be not be completed/late by the Estimated Completion time.
No work has been done on this Activity.
This activity will not be finished/completed this FY.

No barriers to completing this Activity and corresponding Outputs.
In sufficient funding to complete this Activity and corresponding Outputs.
In sufficient staff or subject matter experts to complete this Activity and corresponding Outputs.
Jurisdictional administrative processes delayed and/or pushed back the the next FY this Activity.
Various factors limited the amount of time needed to complete this Activity. A few example, deadlines, w
Waiting on EPO to provide materials, resources or guidelines that impedes completion of this Activity.
Jurisdiction

Add additional information in the Notes section of this Activity.

Annual	Region I	less than 200,000
FY 2022-23	Region II	between 200,000 and
FY 2023-24	Region III	greater than 700,000
FY 2024-25	Region IV	
FY 2025-26	Region V	Q2
FY 2026-27	Region VI	Q3
	Multiple Regions	Q4

PHEP Budget

Attachment E

1)

2) Date:

3) Entity Name:	
4) FY 22-23 Allocation	
5) Indirect Cost based on:	
6) Personnel Costs Rate:	
Direct Costs Rate:	

Budget Category	Total	% Allocation
Personnel	\$0.00	0%
Fringe	\$0.00	0%
Operating Expenses	\$0.00	0%
Equipment	\$0.00	0%
In State Travel	\$0.00	0%
Out of State Travel	\$0.00	0%
Subcontracts	\$0.00	0%
Other Costs	\$0.00	0%
Total Direct	\$0.00	0%
Total Indirect Cost	\$0.00	
Total Budget	\$0.00	
Balance	\$0.00	

0

0

Personnel												
UID	1) Position and Individual	2) FTE %	3) Time (months)	4) Annual Salary	5) Annual Fringe	Salary Cost	Fringe Cost	Cost	6) Domain	7) Domain Activity	8) Budget Justification	Fringe %
PP101				\$0.00	\$0.00	0.00	0.00	0.00				0
PP102				\$0.00	\$0.00	0.00	0.00	0.00				0
PP103				\$0.00	\$0.00	0.00	0.00	0.00				0
PP104				\$0.00	\$0.00	0.00	0.00	0.00				0
PP105				\$0.00	\$0.00	0.00	0.00	0.00				0
PP106				\$0.00	\$0.00	0.00	0.00	0.00				0
PP107				\$0.00	\$0.00	0.00	0.00	0.00				0
PP108				\$0.00	\$0.00	0.00	0.00	0.00				0
PP109				\$0.00	\$0.00	0.00	0.00	0.00				0
PP110				\$0.00	\$0.00	0.00	0.00	0.00				0
	Personnel	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.0%		
		FTE	Time			Salary	Fringe	Total Personnel		Fringe %		
Operating Expenses												
UID	1) Item	2) Domain	3) Domain Activity	4) Cost	5) Budget Justification							
POE101				\$0.00								
POE102				\$0.00								
POE103				\$0.00								
POE104				\$0.00								
POE105				\$0.00								
POE106				\$0.00								
POE107				\$0.00								
POE108				\$0.00								
POE109				\$0.00								
POE110				\$0.00								
OE111				\$0.00								
OE112				\$0.00								
OE113				\$0.00								
OE114				\$0.00								
OE115				\$0.00								
				\$0.00								
	Total Operating Expenses											
Equipment (Major)												
UID	1) Item	2) Domain	3) Domain Activity	4) Qty	5) Unit Price	Cost	6) Budget Justification					
PE101					\$0.00	0.00						
PE102					\$0.00	0.00						
PE103					\$0.00	0.00						

PHEP Budget

Attachment E

0

0

PE104				\$0.00	0.00	
PE105				\$0.00	0.00	
PE106				\$0.00	0.00	
PE107				\$0.00	0.00	
PE108				\$0.00	0.00	
PE109				\$0.00	0.00	
PE110				\$0.00	0.00	
				0.0	\$0.00	
				Total Equipment		

0

0

In State Travel						
UID	1) Travel Name	2) Domain	3) Domain Activity	4) Cost	5) Budget Justification	
PT101				\$0.00		
PT102				\$0.00		
PT103				\$0.00		
PT104				\$0.00		
PT105				\$0.00		
PT106				\$0.00		
PT107				\$0.00		
PT108				\$0.00		
PT109				\$0.00		
PT110				\$0.00		
				\$0.00		
				Total In State Travel		
Out of State Travel						
UID	1) Travel Name	2) Domain	3) Domain Activity	4) Cost	5) Budget Justification	
POST101				\$0.00		
POST102				\$0.00		
POST103				\$0.00		
POST104				\$0.00		
POST105				\$0.00		
POST106				\$0.00		
POST107				\$0.00		
POST108				\$0.00		
POST109				\$0.00		
POST110				\$0.00		
				\$0.00		
				Total Out of State Travel		
Subcontracts						
UID	1) Contract Name	2) FTE	3) Domain	4) Domain Activity	5) Cost	6) Budget Justification
PS101					\$0.00	
PS102					\$0.00	
PS103					\$0.00	
PS104					\$0.00	
PS105					\$0.00	
PS106					\$0.00	
PS107					\$0.00	
PS108					\$0.00	
PS109					\$0.00	
PS110					\$0.00	

0

0

UID	1) Software and Licenses	2) Domain	3) Domain Activity	4) Cost	5) Budget Justification
P0101				\$0.00	
P0102				\$0.00	
P0103				\$0.00	
P0104				\$0.00	
P0105				\$0.00	
P0106				\$0.00	
P0107				\$0.00	
P0108				\$0.00	
P0109				\$0.00	
P0110				\$0.00	
	Software and Licenses			\$0.00	
	1) Training and Conference Registrations				
P0131				\$0.00	
P0132				\$0.00	
P0133				\$0.00	
P0134				\$0.00	
P0135				\$0.00	
P0136				\$0.00	
P0137				\$0.00	
P0138				\$0.00	
P0139				\$0.00	
P0140				\$0.00	
	Training and Conference Registrations			\$0.00	
	1) Training and Exercise Materials				
P0161				\$0.00	
P0162				\$0.00	
P0163				\$0.00	
P0164				\$0.00	
P0165				\$0.00	
P0166				\$0.00	
P0167				\$0.00	
P0168				\$0.00	
P0169				\$0.00	
P0170				\$0.00	
	Training and Exercise Materials			\$0.00	
	1) Maintenance Agreements				
P0191				\$0.00	
P0192				\$0.00	
P0193				\$0.00	
P0194				\$0.00	
P0195				\$0.00	

0

0

P0196			\$0.00	
P0197			\$0.00	
P0198			\$0.00	
P0199			\$0.00	
P0200			\$0.00	
Maintenance Agreements			\$0.00	
			\$0.00	
Total Other				

Total Direct \$0.00

Total Indirect \$0.00

Total \$0.00

HPP Budget

Attachment F

1) **HPP Budget** 2) Date:

3) Entity Name:	
4) FY 22-23 Allocation	
5) Indirect Cost based on:	
6) Personnel Costs Rate:	
Direct Costs Rate:	

Budget Category	Total	% Allocation
Personnel	\$0.00	0%
Fringe	\$0.00	0%
Operating Expenses	\$0.00	0%
Equipment	\$0.00	0%
In State Travel	\$0.00	0%
Out of State Travel	\$0.00	0%
Subcontracts	\$0.00	0%
Other Costs	\$0.00	0%
Total Direct	\$0.00	0%
Total Indirect Cost	\$0.00	
Total Budget	\$0.00	
Balance	\$0.00	

HPP Budget

Attachment F

0

Personnel								
UID	1) Position and Individual	2) FTE %	3) Time (months)	4) Annual Salary	5) Annual Fringe	Salary Cost	Fringe Cost	Cost
HP101				\$0.00	\$0.00	0.00	0.00	0.00
HP102				\$0.00	\$0.00	0.00	0.00	0.00
HP103				\$0.00	\$0.00	0.00	0.00	0.00
HP104				\$0.00	\$0.00	0.00	0.00	0.00
HP105				\$0.00	\$0.00	0.00	0.00	0.00
HP106				\$0.00	\$0.00	0.00	0.00	0.00
HP107				\$0.00	\$0.00	0.00	0.00	0.00
HP108				\$0.00	\$0.00	0.00	0.00	0.00
HP109				\$0.00	\$0.00	0.00	0.00	0.00
HP110				\$0.00	\$0.00	0.00	0.00	0.00
HP111				\$0.00	\$0.00	0.00	0.00	0.00
HP112				\$0.00	\$0.00	0.00	0.00	0.00
HP113				\$0.00	\$0.00	0.00	0.00	0.00
HP114				\$0.00	\$0.00	0.00	0.00	0.00
HP115				\$0.00	\$0.00	0.00	0.00	0.00
	Personnel	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		FTE	Time			Salary	Fringe	Total Personnel
Operating Expenses								
UID	1) Item	2) Capability	3) Objective	4) Cost				
HOE101				\$0.00				
HOE102				\$0.00				
HOE103				\$0.00				
HOE104				\$0.00				
HOE105				\$0.00				
HOE106				\$0.00				
HOE107				\$0.00				

HPP Budget

Attachment F

0

HOE108				\$0.00
HOE109				\$0.00
HOE110				\$0.00
HOE111				\$0.00
HOE112				\$0.00
HOE113				\$0.00
HOE114				\$0.00
HOE115				\$0.00
				\$0.00
				Total Operating

HPP Budget

Attachment F

0

Equipment (Major)						
UID	1) Item	2) Capability	3) Objective	4) Qty	5) Unit Price	Cost
HE101					\$0.00	0.00
HE102					\$0.00	0.00
HE103					\$0.00	0.00
HE104					\$0.00	0.00
HE105					\$0.00	0.00
HE106					\$0.00	0.00
HE107					\$0.00	0.00
HE108					\$0.00	0.00
HE109					\$0.00	0.00
HE110					\$0.00	0.00
				0.0		\$0.00
Total Equipment						
In State Travel						
UID	1) Travel Name	2) Capability	3) Objective	4) Cost		
HT101				\$0.00		
HT102				\$0.00		
HT103				\$0.00		
HT104				\$0.00		
HT105				\$0.00		
HT106				\$0.00		
HT107				\$0.00		
HT108				\$0.00		
HT109				\$0.00		
HT110				\$0.00		
				\$0.00		
Total In State T						
Out of State Travel						
UID	1) Travel Name	2) Capability	3) Objective	4) Cost		

HPP Budget

Attachment F

0

HOST101				\$0.00
HOST102				\$0.00
HOST103				\$0.00
HOST104				\$0.00
HOST105				\$0.00
HOST106				\$0.00
HOST107				\$0.00
HOST108				\$0.00
HOST109				\$0.00
HOST110				\$0.00
				\$0.00
				Total Out of St:

HPP Budget

Attachment F

0

Subcontracts					
UID	1) Contract Name	2) FTE	3) Capability	4) Objective	5) Cost
HS101					\$0.00
HS102					\$0.00
HS103					\$0.00
HS104					\$0.00
HS105					\$0.00
HS106					\$0.00
HS107					\$0.00
HS108					\$0.00
HS109					\$0.00
HS110					\$0.00
					\$0.00
					Total Subcontr
Other					
UID	1) Software and Licenses	2) Capability	3) Objective	4) Cost	
HO101					\$0.00
HO102					\$0.00
HO103					\$0.00
HO104					\$0.00
HO105					\$0.00
HO106					\$0.00
HO107					\$0.00
HO108					\$0.00
HO109					\$0.00
HO110					\$0.00
					Software and Licenses \$0.00
UID	1) Training and Conference Registrations	2) Capability	3) Objective	4) Cost	
HO131					\$0.00
HO132					\$0.00
HO133					\$0.00

HPP Budget

Attachment F

0

HO134				\$0.00
HO135				\$0.00
HO136				\$0.00
HO137				\$0.00
HO138				\$0.00
HO139				\$0.00
HO140				\$0.00
Training and Conference Registrations				\$0.00

HPP Budget

Attachment F

0

1) Training and Exercise Materials		2) Capability	3) Objective	4) Cost
HO161				\$0.00
HO162				\$0.00
HO163				\$0.00
HO164				\$0.00
HO165				\$0.00
HO166				\$0.00
HO167				\$0.00
HO168				\$0.00
HO169				\$0.00
HO170				\$0.00
Training and Exercise Materials				\$0.00
Maintenance Agreements		2) Capability	3) Objective	4) Cost
HO191				\$0.00
HO192				\$0.00
HO193				\$0.00
HO194				\$0.00
HO195				\$0.00
HO196				\$0.00
HO197				\$0.00
HO198				\$0.00
HO199				\$0.00
HO200				\$0.00
Maintenance Agreements				\$0.00
Total Other				\$0.00
Total Direct				\$0.00
Total Indirect				\$0.00
Total				\$0.00

0

Facilities

UID	Facility Name
A	
B	
C	
D	
E	
F	
G	
H	
I	
J	
K	
L	
M	
N	
O	
P	
Q	
R	
S	
T	
U	
V	
W	
X	
Y	
Z	
AA	
AB	
AC	
AD	
AE	
AF	
AG	
AH	
AI	
AJ	
AK	
AL	
AM	
AN	
AO	
AP	
AQ	
AR	
AS	
AT	
AU	

UID	Facility Name
AV	
AW	
AX	
AY	
AZ	
BA	
BB	
BC	
BD	
BE	
BF	
BG	
BH	
BI	
BJ	
BK	
BL	
BM	
BN	
BO	
BP	
BQ	
BR	
BS	
BT	
BU	
BV	
BW	
BX	
BY	
BZ	
CA	
CB	
CC	
CD	
CE	
CF	
CG	
CH	
CI	
CJ	
CK	
CL	
CM	
CN	
CO	
CP	

DRAFT

Pan Flu Budget

Attachment G

1) **Pan Flu**

2) Date:

3) Entity Name:	
4) FY 22-23 Allcoation	
5) Indirect Cost based on:	
6) Personnel Costs Rate:	
Direct Costs Rate:	

Budget Category	Total	% Allocation
Personnel	\$0.00	0%
Fringe	\$0.00	0%
Operating Expenses	\$0.00	0%
Equipment	\$0.00	0%
In State Travel	\$0.00	0%
Out of State Travel	\$0.00	0%
Subcontracts	\$0.00	0%
Other Costs	\$0.00	0%
Total Direct	\$0.00	0%
Total Indirect Cost	\$0.00	
Total Budget		\$0.00
Balance	\$0.00	

Pan Flu Budget

Attachment G

0

Personnel							
UID	1) Position and Individual	2) FTE %	3) Time (months)	4) Annual Salary	5) Annual Fringe	Salary Cost	Fringe Cost
FP101				\$0.00	\$0.00	0.00	0.00
FP102				\$0.00	\$0.00	0.00	0.00
FP103				\$0.00	\$0.00	0.00	0.00
FP104				\$0.00	\$0.00	0.00	0.00
FP105				\$0.00	\$0.00	0.00	0.00
FP106				\$0.00	\$0.00	0.00	0.00
FP107				\$0.00	\$0.00	0.00	0.00
FP108				\$0.00	\$0.00	0.00	0.00
FP109				\$0.00	\$0.00	0.00	0.00
FP110				\$0.00	\$0.00	0.00	0.00
FP111				\$0.00	\$0.00	0.00	0.00
FP112				\$0.00	\$0.00	0.00	0.00
FP113				\$0.00	\$0.00	0.00	0.00
FP114				\$0.00	\$0.00	0.00	0.00
FP115				\$0.00	\$0.00	0.00	0.00
	Personnel	0.00 FTE	0.00 Time	\$0.00	\$0.00	\$0.00 Salary	\$0.00 Fringe
Operating Expenses							
UID	1) Item			2) Objective	3) Activity		
FOE101							
FOE102							
FOE103							
FOE104							
FOE105							
FOE106							
FOE107							
FOE108							
FOE109							

0

Equipment (Major)					
UID	1) Item	2) Objective	3) Activity	4) Qty	5) Unit Price
FE101					\$0.00
FE102					\$0.00
FE103					\$0.00
FE104					\$0.00
FE105					\$0.00
FE106					\$0.00
FE107					\$0.00
FE108					\$0.00
FE109					\$0.00
FE110					\$0.00
				0.0	
In State Travel					
UID	1) Travel Name			2) Objective	3) Activity
FT101					
FT102					
FT103					
FT104					
FT105					
FT106					
FT107					
FT108					
FT109					
FT110					

0

Other			
UID	1) Software and Licenses	2) Objective	3) Activity
F0101			
F0102			
F0103			
F0104			
F0105			
F0106			
F0107			
F0108			
F0109			
F0110			
Software and Licenses			
	1) Training and Conference Registrations	2) Objective	3) Activity
F0131			
F0132			
F0133			
F0134			
F0135			
F0136			
F0137			
F0138			
F0139			
F0140			
Training and Conference Registrations			

Pan Flu Budget

Attachment G

0

1) Training and Exercise Materials		2) Objective	3) Activity
F0161			
F0162			
F0163			
F0164			
F0165			
F0166			
F0167			
F0168			
F0169			
F0170			
		Training and Exercise Materials	
1) Maintenance Agreements		2) Objective	3) Activity
F0191			
F0192			
F0193			
F0194			
F0195			
F0196			
F0197			
F0198			
F0199			
F0200			
		Maintenance Agreements	

Total Direct

Total Indirect

Total

Pan Flu Budget

Attachment G

Cost	6) Budget Justification
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
\$0.00	
Total Equipment	
4) Cost	5) Budget Justification
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
Total In State Travel	

Pan Flu Budget

Attachment G

4) Cost	5) Budget Justification
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
Total Out of State Travel	
5) Cost	6) Budget Justification
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
Total Subcontracts	

Budget Personnel Summary

Attachment H

UID	1) TITLE/NAME	FTE Percentage and Time (Months)											4) Annual Salary (does not include Fringe)	5) Salary Revision (mm/dd/yy)
		2) PHEP Time (mo)	3) PHEP FTE %	2) LABS Time (mo)	3) LABS FTE %	2) CRI Time (mo)	3) CRI FTE %	2) HPP Time (mo)	3) HPP FTE %	2) Pan Flu Time (mo)	3) Pan Flu FTE %	TOTAL		
PS101												0.00%		
PS102												0.00%		
PS103												0.00%		
PS104												0.00%		
PS105												0.00%		
PS106												0.00%		
PS107												0.00%		
PS108												0.00%		
PS109												0.00%		
PS110												0.00%		
PS111												0.00%		
PS112												0.00%		
PS113												0.00%		
PS114												0.00%		
PS115												0.00%		
PS116												0.00%		
PS117												0.00%		
PS118												0.00%		
PS119												0.00%		
PS120												0.00%		
Totals			0.00%		0.00%		0.00%		0.00%		0.00%			

Total PHEP Total HPP Total Pan Flu

↓ ↓ ↓

EPO Use Only	0.00%	0.00%	0.00%
---------------------	--------------	--------------	--------------

Local Entity Contact Information

Local Entity Name	
--------------------------	--

Pandemic Influenza (Pan Flu)				
Pan Flu Positions	Name	Address	Telephone Number	E-mail Address
Pandemic Influenza Coordinator				
Fiscal Contact				

Public Health Emergency Preparedness (PHEP)				
PHEP Positions	Name	Address	Telephone Number	E-mail Address
Health Officer				
Health Executive				
PHEP Coordinator				
SNS Coordinator				
Epidemiologist				
MHOAC (Primary)				
MHOAC (Alternate)				
Lab Director				
Lab Emergency Contact				
CAHAN Coordinator (Primary)				
CAHAN Coordinator (Alternate)				
Statewide Exercise Coordinator				
Fiscal Contact				
Public Information Officer (PIO)				

Hospital Preparedness Program	
HCC Name	
HCC County(ies)	

HPP Positions	Name	Address	Telephone Number	E-mail Address
HPP Coordinator				
Coalition Coordinator				
LEMSA Coordinator				
MHOAC (Primary)				
MHOAC (Alternate)				
CAHAN Coordinator (Primary)				
CAHAN Coordinator (Alternate)				
Statewide Exercise Coordinator				
Fiscal Contact				
DHV Coordinator				

Submit

GOVERNMENT AGENCY TAXPAYER ID FORM

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

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: GovSuppliers@cdph.ca.gov or fax it to (916) 650-0100, or mail it to the address above.

Principal
Government
Agency Name

Remit-To
Address (Street
or PO Box)

City:	State:	Zip Code+4:
Government Type:	<input type="checkbox"/> City <input type="checkbox"/> Special District <input type="checkbox"/> Other (Specify) <input type="text"/>	<input type="checkbox"/> County <input type="checkbox"/> Federal <input type="text"/>
		Federal Employer Identification Number (FEIN) <input type="text"/>

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

FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>

Contact Person	<input type="text"/>	Title	<input type="text"/>
Phone number	<input type="text"/>	E-mail address	<input type="text"/>
Signature	<input type="text"/>	Date	<input type="text"/>

California Department of Public Health
Emergency Preparedness Office (EPO)
Corrective Action Plan (CAP) Preparation Instructions

General Instructions: The instructions below have been prepared to assist you in developing your Corrective Action Plan (CAP) for the findings that were made during your Audit. The Final Audit Report was issued to you by the California Department of Public Health, Office of Compliance--Grant Compliance Unit (GCU), which disclosed findings that require corrective action and were stated in terms of "recommendations" by the auditor(s) in the Final Audit Report. These preparation instructions will apply both to the Hospital Preparedness (HPP) and the Public Health Emergency Preparedness (PHEP) Program audits. Each audit finding must be addressed separately.

Your CAP must be prepared and completed using the Final Audit Report. List all findings made using the CAP template provided in this document. The draft CAP must be submitted to EPO for review and approval no later than thirty (30) days after receipt of the CAP template and instructions. Audit findings must be resolved no later than six (6) months after receiving the Final Audit Report. Extensions to this deadline may be granted by your Contract Manager on a case-by-case basis.

CAP Template Completion Instructions :

Upon receipt of these instructions and template, it is recommended that you save a copy of the template to your hard-drive to simplify preparation and for future reference.

COUNTY: (insert County name)

Implementation Schedule Date: Enter the date, month, and year you intend to "activate" CAP activities. Please keep in mind that all activities must be completed/resolved within six (6) months from the date the Final Audit Report was issued. This date may be an estimate of the date of implementation.

Program (PHEP/HPP): A CAP must be prepared for each audited program that had fiscal findings. Please note a separate CAP is required for each audited program; this template includes a tab for each program.

Audit Period FY: Indicate the fiscal year for which the audit was conducted. If the audit included a grant period that was extended, the fiscal year should be displayed as follows: FY 2018/19-20. The month and date are not required in this block.

Contact Information: Enter current contact information for the person who is responsible for tracking CAP activities.

Audit Information: Complete the first three (3) columns using the information within the Final Audit Report. Once those columns have been finalized, you will then complete the remaining columns to ensure that your CAP will not be returned as incomplete. If you are unable to locate the Final Audit Report, you may contact your Contract Manager and request an additional copy.

Audit Category: Listed as the sub-header for each finding, such as "Finding #1 -Sub-contract not provided to CDPH," "Finding #2 -Trust Fund", "Finding #3 -....," etc. These sub-headers are listed in the report's "Executive Summary" and as the sub-headers in the "Findings and Recommendations" section of the Audit Report. For each finding that includes an auditor recommendation, place this sub-heading in the "Audit Category" column exactly as indicated in the Final Audit Report.

Finding: For each finding that includes an auditor recommendation, summarize the auditor's discussion in this section. In summarizing, do not change the context of the finding, but briefly discuss the auditor's disclosure of the finding. At the end of the discussion, provide the page number in the Final Audit Report where the finding is listed. Copying the "Condition" of the report finding will suffice as a summary for the CAP Finding.

Audit Recommendation: Each finding that requires corrective action will include an auditor recommendation for resolution indicated by an underlined sub-heading entitled "Recommendation" for each finding of the report. Summarize this recommendation as appropriate and place the summary in the "Audit Recommendation" block. Generally, copying the "Recommendation" of each report finding is the easiest and most accurate answer for the CAP's "Audit Recommendation" column.

Corrective Action Taken: The County must provide a detailed, yet concise discussion of the intended action(s) either planned, underway, or completed to resolve this specific finding. The discussion must differentiate between actions completed, contemplated, or not completed. Additionally, the County must provide a clear discussion regarding the measures taken to assure that this finding will not recur in the future with subsequent CDPH/EPO-funded programs/grants. Source and/or confirming documentation must be maintained and made available upon CDPH/EPO and CDPH/GCU request.

Estimated Completion Date: Insert the date the County anticipates this specific finding will be resolved. The date should be realistic and flexible as it reflects how difficult or less so it is to resolve the finding. Extensions of this estimated completion date may be requested through the County's EPO Contract Manager. Approvals will be determined on a case-by-case basis. EPO determinations are final.

Actual Completion Date: Insert the date the finding has been resolved. This block is left empty until an updated CAP is submitted to the EPO Contract Manager for review and approval. This block is only completed once and within the allotted six-month audit resolution period. Assure source documentation is maintained on each finding to confirm that the finding has been resolved. In order for the CAP to be accepted as complete, there must be a completion date.

Finding Resolved (Yes/No): This block reflects whether the finding has been completely resolved or not; future updates will be required until the finding is resolved. "Yes" is meant to convey that the finding has been resolved within the estimated or actual completion date. A "No" response conveys that the finding remains an open item within the County's CAP and further reporting will be required. Any additional time needed to resolve and report efforts of resolving the finding must be requested in writing to the EPO Contract Manager representing the County's region.

Reporting Requirements for Unresolved Audit Findings: Counties with unresolved audit findings must use this CAP template to provide written audit resolution updates to CDPH/EPO Contract Managers during scheduled mid-year and year-end reporting periods. In some instances, these reporting requirements may be sooner, depending on the County's due date for the mid-year and year-end progress reports. Should there be a variance between required program reporting and CAP updates, consult with your Contract Manager concerning a modified update reporting schedule. This reporting requirement will become an additional reporting requirement for future CDC and HPP grant award periods. All audit findings are reportable activities until the finding is resolved.

Submission of CAPs for Review and Approval: CAPs will be submitted via email to your CDPH/EPO Contract Manager - Local Emergency Preparedness Section.

Please direct all questions regarding the CAP to your Contract Manager

INVENTORY DISPOSAL SCHEDULE <i>(See Reverse for Instructions)</i> <i>(See FAR 52.245 - I (j))</i>	1. TYPE <i>(Check block(s) where applicable)</i> <input type="checkbox"/> TERMINATION INVENTORY <input type="checkbox"/> FINAL SCHEDULE	2. SCHEDULE REFERENCE NUMBER	PAGE NUMBER	NUMBER OF PAGES	OMB Control Number: 9000-0075 Expiration Date: 4/30/2022
--	--	------------------------------	-------------	-----------------	---

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0075. We estimate that it will take 2 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

3. PRIME CONTRACT NUMBER	4. SUBCONTRACTOR/PURCHASE ORDER NUMBER	5. CONTRACT TYPE	6. TERM DOCKET NUMBER	7. TOTAL LINE ITEMS	8. TOTAL ACQUISITION COST
--------------------------	--	------------------	-----------------------	---------------------	---------------------------

9a. CAGE CODE	9b. PRIME CONTRACTOR <i>(Point of Contact)</i>	10a. CAGE CODE	10b. SUBCONTRACTOR <i>(Point of Contact)</i>
---------------	--	----------------	--

9c. STREET ADDRESS	10c. STREET ADDRESS
--------------------	---------------------

9d. CITY, STATE, AND ZIP CODE	10d. CITY, STATE, AND ZIP CODE
-------------------------------	--------------------------------

11a. LOCATION OF PROPERTY	11b. POINT OF CONTACT FOR PROPERTY	12. PRODUCT COVERED BY CONTRACT/ORDER
---------------------------	------------------------------------	---------------------------------------

13. ITEM NUMBER	14. ITEM DESCRIPTION	15. GOVERNMENT FURNISHED/ CONTRACTOR ACQUIRED	16. DML (DEMILITARIZATION) CODE	17. PROPERTY CLASSIFICATION	18. GOVERNMENT PART OR DRAWING NUMBER AND REVISION NUMBER	19. CONDITION CODE	20. QUANTITY	21. UNIT OF MEASURE	22. COST		23. CONTRACTOR'S OFFER
									UNIT (a)	TOTAL (b)	

24a. SIGNATURE OF CONTRACTOR SUBMITTING SCHEDULE	24b. NAME OF CONTRACTOR SUBMITTING SCHEDULE	24c. TITLE	24d. DATE
--	---	------------	-----------

INSTRUCTIONS

The Contractor shall submit all schedules to the Plant Clearance Officer.

Manual submissions. Prepare a separate schedule for items in each property classification (block 17) and a separate schedule for scrap. Submit an original and 2 copies of each scrap schedule and continuation sheet (SF 1429). For other schedules, an original and 7 copies are required.

Electronic submissions. Group all items of the same property classification. Submit separate schedules for scrap.

General instructions.

BLOCKS 1, 2 & 4 - Self-explanatory.

BLOCK 3 - PRIME CONTRACT NO. (For contract modifications and BOAs). If the property applies solely to one contract modification indicate the modification number after the contract number. For task orders and orders under basic ordering agreements, enter the contract number or BOA number followed by the order number under which the property is accountable.

BLOCK 5 - CONTRACT TYPE. Use one of the following codes:

- J - Fixed-Price
- O - Other
- S - Cost-Reimbursement
- Y - Time-and-Material
- Z - Labor-Hour
- 9 - Task Order Contracts and Orders under Basic Ordering Agreements (BOAs)

BLOCKS 6 - 8 - Self-explanatory.

BLOCKS 9a and 10a - CAGE CODE. Enter the Commercial and Government Entity code when applicable.

BLOCKS 9b-d, 10b-d, and 11a-13 - Self-explanatory.

BLOCK 14 - ITEM DESCRIPTION. Describe each item in sufficient detail to permit the Government to determine its appropriate disposition. Scrap may be described as a lot including metal content, estimated weight and estimated acquisition cost. For all other property, provide the information required by FAR 52.245 - 1 (f)(1)(iii). List the national stock number (NSN) first. For the following, also provide:

- Special tooling and special test equipment.** Identify each part number with which the item is used.
- Computers, components thereof, peripheral and related equipment.** The manufacturer's name, model and serial number, and date manufactured.
- Work in process.** The estimated percentage of completion.
- Precious metals.** The metal type and estimated weight.
- Hazardous material or property contaminated with hazardous material.** The type of hazardous material.

Metals in mill product form. The form, shape, treatments, hardness, temper, specification (commercial or Government), and dimensions (thickness, width, and length).

BLOCK 15 - GOVERNMENT FURNISHED/CONTRACTOR ACQUIRED. Per line item, enter one of the following:

- GF - Government furnished
- CA - Contractor acquired

BLOCK 16 - DML CODE. (Demilitarization code). If applicable, enter the code specified in DoD 4160.21-M-1.

BLOCK 17 - PROPERTY CLASSIFICATION. Use one of the following classifications for each line item:

- EQ - Equipment
- M - Material
- STE - Special test equipment
- ST - Special tooling

In addition, when applicable, list one of the following sub classifications for each line item below the property classification:

- COM - Computers, peripherals, etc.
- AAE - Arms, ammunition and explosives
- PMI - Precious metals
- HAZ - Hazardous materials
- ME - Metals in mill product form
- WIP - Work in process
- CL - Classified

BLOCK 18 - Self-Explanatory.

BLOCK 19 - CONDITION CODE. Assign one of the following codes to each item:

- Code 1.** Property which is in new condition or unused condition and can be used immediately without modifications or repairs.
- Code 4.** Property which shows some wear, but can be used without significant repair.
- Code 7.** Property which is unusable in its current condition but can be economically repaired.
- Code X.** Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical.
- Code S.** Property has no value except for its basic material content.

BLOCKS 20 - 22 - Self-explanatory.

BLOCK 23 - CONTRACTOR'S OFFER. The Contractor's offer to purchase the item if it survives screening.

Laboratory Training and Assistance Application

Laboratory training and assistance awards for Public Health Emergency Preparedness (PHEP) must be submitted to CDPH Emergency Preparedness Office (EPO) by **May 20, 2022** via email to LHBTProg@cdph.ca.gov cc: katya.ledin@cdph.ca.gov and CAPHLD.documents@gmail.com. EPO, in conjunction with the California Association of Public Health Laboratory Directors Executive Committee (CAPHLD EC) and the Office of the State Public Health Laboratory Director (OSPHLD) shall process all received applications. The CAPHLD EC recommendations for funding will be made to EPO who administer the agreement and funding for this award.

There is \$406,500 available in laboratory (lab) training awards to Local Health Department (LHD) Reference and Sentinel Labs for training of Public Health Microbiologists (PHM). Refer to Funding Guidance for a list of labs. The funding available breaks down as follows:

- Lab Training Funds of \$30,000 each, only 12 available
- Lab Training Assistance of \$15,500 each, only 3 available

Lab Training Funds

This funding is in support of PHM trainees and limited training supplies. The application criteria are:

- Each LHD lab's trainee applicant must be approved by CDPH Laboratory Field Services (LFS)
- The applicant LHD lab must be approved by CDPH LFS for PHM training, and
- The LHD lab providing the PHM training and applying for the funds must provide a training schedule that is within the Federal budgeting cycle of July 1, 2022 to June 30, 2023.

Applying

To apply for the Lab Training Funds complete and submit the documents below to the Emergency Preparedness Office (EPO) via email to LHBTProg@cdph.ca.gov cc: katya.ledin@cdph.ca.gov and CAPHLD.documents@gmail.com.

The email must contain the following:

Email Subject: County Name FY22-23 PHEP Application – Lab Training & Assistance

Attachments:

1. Letter to EPO – see page 3, complete highlighted text
2. Current Public Health Microbiologist Trainee certificate/license, or LFS Trainee Support Letter – see example page 4, LFS completes

3. Training Schedule – LHD document

Awards

Notification of Lab Training funds award approval will be sent to the LHD and LHD Lab. If the number of applications exceeds the number of awards, CAPHL D EC will make a recommendation to EPO based on the number of funds requested, lab needs, participation in training with other approved labs and history of successful training.

Lab Training Assistance

This funding is to assist with PHM training and may be used to backfill local staff released for training PHM or to hire experts to do PHM training and for materials and supplies needed for PHM training. The application criteria are:

- The applicant LHD lab must have at least one PHM Lab Training funds applicant,
- The applicant LHD lab must be approved by CDPH LFS for PHM training,
- The applicant LHD lab must have an agreement with at least two other approved labs to participate jointly in PHM training,
- The applicant LHD lab must submit the attached lab PHM Lab Training Funds application.

Applying

To apply for Lab Training Assistance the LHD lab must be applying for Lab Training funds and complete and submit the documents below to the Emergency Preparedness Office (EPO) via email to LHBTProg@cdph.ca.gov cc: katya.ledin@cdph.ca.gov, and CAPHLD.documents@gmail.com.

The email must contain the following:

Email Subject: County Name FY 22-23 PHEP Application – Lab Training & Assistance

Attachments:

1. Complete steps 1 - 3 of the Lab Training Funds application
2. Two Support Letters (minimum) – see example page 5, complete highlighted text

Awards

Notification of Lab Training Assistance award approval will be sent to the LHD and LHD Lab. If the number of applications exceeds the number of awards, CAPHL D EC will make a recommendation to EPO based on the number of funds requested, lab needs, participation in training with other approved labs and history of successful training.

Applicant LHD Letter Head

Date

Department of Public Health
Emergency Preparedness Office
Attention: Local Emergency Preparedness Section
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

RE: APPLICATION FOR LABORATORY TRAINING FUNDS

This is our formal request for **one** laboratory training grant award in the amount of **\$30,000** for a Public Health Microbiologist trainee. The name of the trainee is **trainee First & Last name**; who is qualified and interested in the position.

The training will be conducted in the **LHD Name** LHD Public Health Laboratory from **Month Date, Year** to **Month Date, Year**.

Enclosed with this letter is the Laboratory Field Services (LFS) approval letter or current Public Health Microbiologist Trainee (PMT) certificate/license for our proposed trainee, and a tentative training schedule is attached with this application.

Sincerely,

First & Last Name

Title (Laboratory Manager/Director, Assistant Director or Bioterrorism Coordinator

LHD Name LHD Department of Public Health

Address 1

Address 2

City, State Zip

encl.

Cc:

LHD Emergency Preparedness Coordinator(s)

LHD Health Officer (optional)

EXAMPLE

Will be on CDPH Letter Head

Date

Trainee First & Last Name

Trainee Address 1

Trainee Address 2

Trainee City, State Zip

RE: PUBLIC HEALTH MICROBIOLOGIST TRAINEE SUPPORT LETTER

FROM: LABORATORY FIELD SERVICES

- You have been approved as a Public Health Microbiologist Trainee.
- You will need 26 weeks of training in an approved public health training laboratory.
- You may qualify for some reduction of the 26 weeks training period based upon your clinical laboratory experience when verified. Specific evaluation of your experienced will be made if you are being considered for an appointment to a training program.
- You should make copies of this letter and forward a copy, along with a cover letter and your resume, to the approved public health training laboratories where you may wish to apply for a trainee position.
- Before we can approve your application to take the certification examination, it must be determined that your experience is at least equivalent to the required training for admission to this examination. We will be contacting your current and former employers to ascertain the nature and extent of your laboratory experience.
- You have been approved to take the state examination for certification as a Public Health Microbiologist.
- You have been issued a temporary certificate. It is valid until the date of expiration which appears on the certificates upper left corner or until the results of the examination are known.
- The temporary certification becomes in valid should you fail the examination.
- The next scheduled state examination for certification as a Public Health Microbiologist will be held as listed in the enclosed schedule.
- Enclosures.

SAMPLE Support LHD(s) Letter Head

Date

Department of Public Health
Emergency Preparedness Office
Attention: Local Emergency Preparedness Section
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

RE: SUPPORT LETTER FOR LABORATORY TRAINING ASSISTANCE

This letter is our formal support of the **Applying LHD Name** LHD Public Health Laboratory's Public Health Microbiologist training. **Applying LHD Name** LHD Public Health Laboratory is one of the laboratories involved in the joint training and has a dedicated history of training microbiologists. We continue to support the Public Health Microbiologist (PHM) training programs of our partners which play an important role in alleviating the shortage of PHMs in the State of California. This training helps maintain staff competency and laboratory capabilities and keep up with advances in the field of public health microbiology.

Sincerely,

First & Last Name

Title (Laboratory Manager/Director, Assistant Director or Bioterrorism Coordinator)

LHD Name LHD Department of Public Health

Address 1

Address 2

City, State Zip

Exhibit E
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Exhibit E
Additional Provisions

- 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit E
Additional Provisions

- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit E
Additional Provisions

- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirements
8. Audit and Record Retention
9. Federal Requirements

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. 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.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. 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.
- c. 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.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in

Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

8. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment 1

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

County of Inyo
Name of Grantee

Marilyn Mann
Printed Name of Person Signing for Grantee

22-10650
Contract / Grant Number

Signature of Person Signing for Grantee

 |
Date

 |
Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Program
P.O. Box 997377, MS XXX
Sacramento, CA 95899-XXXX

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.</p>	
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: _____ _____</p>		
<p>6. Federal Department/Agency _____</p>	<p>7. Federal Program Name/Description: _____ _____</p>		
<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount, if known: _____</p>		
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI): _____ _____</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI): _____ _____</p>		
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p>		
	<p>Print Name: _____</p>		
	<p>Title: _____</p>		
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



County of Inyo



Public Works - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: November 29, 2022

FROM: Cap Aubrey

SUBJECT: Environmental Consultant Contract Amendment

RECOMMENDED ACTION:

Request Board approve Amendment No. 2 to the agreement between the County of Inyo and Team Environmental, increasing the contract not-to-exceed amount by \$172,000, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Inyo County's efforts to acquire the landfills and update its operating permits at those landfills require CEQA compliance. This contract amendment will provide the resources necessary for the CEQA process, and allow the County flexibility in its approach to complying with CEQA. The contract amendment does not require the entire increase to be spent, but only those amounts as deemed necessary by County staff.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to enter into this contract amendment and abandon its efforts to acquire the landfill properties and update its operating permits. This is not recommended because it would leave the County exposed to additional violations from State regulators.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This increase is budgeted for in 045700 Professional Services.

ATTACHMENTS:

1. Team Engineering Landfill Contract
2. Team Engineering Landfill Contract Amendment 1

APPROVALS:

John Vallejo
Darcy Ellis
Cap Aubrey
John Vallejo
Amy Shepherd

Created/Initiated - 11/18/2022
Approved - 11/21/2022
Approved - 11/22/2022
Approved - 11/22/2022
Final Approval - 11/23/2022

In the Rooms of the Board of Supervisors

County of Inyo, State of California

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

***Recycling & Waste
– TEAM
Engineering
Contract***

Moved by Supervisor Pucci and seconded by Supervisor Tothoroh to ratify and approve the contract between the County of Inyo and TEAM Engineering & Management, Inc. of Bishop, CA for the provision of Landfill Monitoring & Reporting Services for the period of July 1, 2021 through June 30, 2024 (with the two one-year extensions), in an amount not to exceed \$913,309 contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

Routing
CC Purchasing Personnel Auditor CAO RWM Other: DATE: July 12, 2021

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



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in cursive script, appearing to read "Clint G. Quilter".

By: _____

AGREEMENT BETWEEN COUNTY OF INYO

AND TEAM Engineering and Management, Inc

FOR THE PROVISION OF LANDFILL MONITORING AND REPORTING **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Landfill Monitoring and Reporting services of TEAM Engineering and Management, Inc (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2021 to June 30, 2024 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From July 1, 2024 through June 30, 2025
- B. From July 1, 2025 through June 30, 2026

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

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

3. CONSIDERATION.

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

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 525,327 (initial term) \$ 198,864 (option 1) and \$ 189,118 (option 2) for a total of \$ 913,309 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

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

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:	
<u>Recycling & Waste Management</u>	Department
<u>1360 N Main St</u>	Address
<u>Bishop, CA 93514</u>	City and State

Consultant:	
<u>TEAM Engineering & Management, Inc</u>	Name
<u>459 W. Line St Suite A</u>	Address
<u>Bishop, CA 93514</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.

///

///

**AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc**
FOR THE PROVISION OF LANDFILL MONITORING AND REPORTING SERVICES

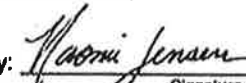
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17th DAY OF August, 2021.

COUNTY OF INYO

By: 
Signature
Jeff Griffiths
Print or Type Name

Dated: 08-17-2021

CONSULTANT

By: 
Signature
Naomi Jensen, TEAM Engineering & Management, Inc.
Print or Type Name

Dated: 8/17/2021

APPROVED AS TO FORM AND LEGALITY:


County Council

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 TEAM Engineering and Management, Inc
FOR THE PROVISION OF LANDFILL MONITORING AND REPORTING SERVICES**

TERM:

FROM: July 1, 2021

TO: June 30, 2024

SCOPE OF WORK:

SEE ATTACHED

ATTACHMENT A

SCOPE OF WORK

Landfill Monitoring and Reporting Services July 1, 2021 – June 30, 2024

The following Scope of Work is as requested in Inyo County's RFP dated May 10, 2021. Proposed services are split into seven primary tasks categories, and listed below and as detailed in the following section:

1. Groundwater Sampling Activities, Six Inyo Landfill Sites
2. Groundwater Report Preparation, Six Inyo Landfill Sites
3. Landfill Gas Perimeter Monitoring, Five Active Inyo Landfills
4. Landfill Gas Extraction System Monitoring and Maintenance, Bishop-Sunland Landfill
5. Landfarm, Septage and Asbestos Sampling and Reporting, Bishop-Sunland Landfill
6. Coordination and Project Management
7. Additional Tasks to be Provided on an As-needed Basis

TASK 1: GROUNDWATER SAMPLING ACTIVITIES

Groundwater sampling activities, as dictated by Waste Discharge Requirements (WDRs) issued by the California Regional Water Quality Control Board – Lahontan Region (RWQCB), will be continued on a quarterly, semi-annual, or annual basis, according to the current Monitoring and Reporting Program (MRP) for each of the Inyo County Landfills: Bishop-Sunland, Independence, Lone Pine, Keeler, Shoshone, and Tecopa.

The groundwater sampling efforts for each site are unique to that site due to variations in the specific requirements of the WDR/MRP, the depth to groundwater, the well construction, and the history of contaminants and trends identified in each well. The specific requirements of each site are outlined in their respective WDR/MRPs, and TEAM has streamlined the monitoring activities to achieve maximum efficiency while collecting representative, defensible samples. The following proposed activities apply to each of the Inyo Landfills:

- Prior to sampling at each well, the static depth-to-water measurement is collected. A Solinst sounder will be used to measure groundwater levels to the nearest 0.01 feet. This instrument uses an indicator probe attached by an insulated wire line to an electric sound emitting device. When the probe contacts water, an electric circuit is completed, and the Solinst emits an audible tone. The static water-level and well depth measurements are recorded on the well sampling data forms.
- Based on well construction details and the static water-level collected, the volume of water in the well casing is calculated and recorded on field data sheets. In addition, well screen intervals and current well column are considered in placement of the intake of the submersible pump. Various submersible pumps are used by TEAM, based on the depth

to water and specific sampling limitations of each site, such as the individual well recharge rates.

- Each well will be purged immediately before sample collection to remove stagnant and stratified water within the well bore, to ensure that water representative of the surrounding groundwater is sampled. Non-disposable purging equipment is decontaminated using water, a concentrated anionic powdered detergent, and a clean water rinse between sampling locations. Purging will be conducted using a submersible pump with a variable speed drive, based on methods described in the Environmental Protection Agency guidance document, *Representative Sampling of Groundwater for Hazardous Substances* (EPA, 2008). Appropriate sampling methods will be applied based on the professional judgment of the field technician and conditions encountered at individual wells. The purge-to-stabilization method is anticipated to be the primary method of purging based on our experience on the Inyo Landfills and other landfill monitoring sites.
- Aquifer characteristics and required field parameters will be monitored during well purging, as required by low-flow EPA methods as well as the specific MRP of each Inyo Landfill. TEAM uses current technology, including continuous monitoring using a flow-through cell and a Horiba U52 multi-parameter meter, to ensure the highest quality field data is collected. Equipment is inspected and calibrated prior to sampling.
- Measurements of temperature, pH, dissolved oxygen, oxidation-reduction potential (ORP) turbidity and conductivity will be recorded for each discharge volume. The gallons purged and current water level will be also recorded with each measurement of field parameters. Purging is stopped once the field water quality parameters stabilized to plus or minus 10 percent or a minimum of three casing volumes are removed (if stabilization is not reached). Final measurements are recorded on the well sampling form with the final volume purged.
- Groundwater samples will be collected using a submersible pump on low-flow setting, directly into appropriate sample bottles supplied by the analytical laboratory. Sample bottles will be placed in a cooler with blue ice immediately after sampling, and delivered to the analytical laboratory for chemical analysis under standard Chain-of-Custody protocols.
- All field data and observations, as well as specific sample collection details, will be recorded on field data forms. The original field forms are then scanned and included with groundwater monitoring reports submitted to the RWQCB.

TEAM has established a schedule of groundwater monitoring activities that coincide with the report deadlines specified in each MRP, and also combine other required on-site activities (such as quarterly landfill gas monitoring as described in Task 3) with the groundwater collection

efforts when possible, to maximize efficiency and minimize travel costs to remote sites. A proposed schedule of task completion is provided as Table 1 in Attachment A, and the specific subtasks anticipated for each Inyo Landfill site are described below.

Task 1.0 Groundwater Monitoring Activities (All Sites)

On-site monitoring and sampling services will be conducted by TEAM, with groundwater analyses conducted by a California State Certified Analytical Laboratory. For the contract period of July 1, 2021 through June 30, 2024, groundwater-monitoring services will include the following sampling events, broken down by site. The budgeted cost for these tasks includes an estimate of laboratory analytical costs as required by the WDRs, as well as applicable field equipment and labor costs. The estimated cost assumes that purged groundwater will continue to be disposed of on-site, laboratory fees do not increase significantly, and reasonable well access and sampling conditions are maintained at the landfill sites.

Task 1.1 Bishop-Sunland Landfill

Twelve quarters of sampling: Semi-annual sampling (2nd and 4th Quarters) of eleven (11) site monitoring wells and three (3) supply wells with monitoring for groundwater elevations and required field parameters. Semi-annual sampling (1st and 3rd Quarters) of seven (7) site monitoring wells and one (1) supply well with monitoring of groundwater elevations from eleven (11) site wells. Laboratory analysis of the groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs. Costs assume continuation of the current monitoring program as specified in the Evaluation Monitoring Report dated January 2004, unless revised WDRs are issued by the RWQCB. If Revised WDRs are issued for the site, these would supersede the current MRP for the Bishop-Sunland Landfill. TEAM will continue to work collaboratively with the RWQCB to assure the Monitoring and Reporting Program is maintained in compliance with current regulatory mandates, while the WDRs and associated MRP are in the process of review and revision by the RWQCB. TEAM has made recommendations to the RWQCB for reduction of redundant wells and frequency of groundwater sampling, which we will continue to advocate for in the effort to achieve significant cost savings for Inyo County over the long-term.

TEAM is prepared to support Inyo County with the drilling and installation of a new upgradient background well MW-1R (e.g. on an extension to the FY 2020-2021 contract, as Inyo County had already set aside funds for this delayed effort) to ensure compliance with WDRs. Costs assume this additional monitoring well will be required to be sampled quarterly once it is successfully installed in late 2021.

Task 1.2 Independence Landfill

Semi-annual sampling (6 events during the 2nd and 4th Quarters) of four (4) on-site monitoring wells with monitoring of groundwater elevations and required field parameters. Laboratory

analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed, as defined in the WDRs.

Monitoring efforts related to Independence Landfill will include consideration of the current groundwater level trends and associated sampling considerations for collection of samples from limited monitoring well water columns. If adverse conditions worsen, TEAM is prepared to support Inyo County Recycling and Waste Management with modification of the current groundwater monitoring system to ensure compliance with the WDRs. These additional efforts, such as preparation of a work plan for monitoring well replacement and solicitation of driller costs, can be provided on an as-needed basis as described in Section 4.0.

Task 1.3 Lone Pine Landfill

Semi-annual sampling (6 events during the 2nd and 4th Quarters) of six (6) site monitoring wells; including the two off-site evaluation monitoring wells installed in August 2010, with monitoring of groundwater elevations and required field parameters. Currently the background well (MW-1) is damaged, but the scope assumes restoration of that sampling point will be completed by Inyo County in 2021. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs and Evaluation Monitoring Plan.

TEAM is prepared to support Inyo County with the drilling and installation of a replacement upgradient well MW-1R (e.g. on an extension to the FY 2020-2021 contract, as Inyo County had already set aside funds for this delayed effort) to ensure compliance with WDRs. Costs assume the background well is replaced and accessible for sampling for the requested contract term.

Task 1.4 Keeler Landfill

Annual post-closure monitoring (3 events during the 3rd Quarter) of five (5) site monitoring wells with monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs and Final Closure and Post-Closure Monitoring Plan for the site.

Task 1.5 Shoshone Disposal Site

Semi-annual sampling (6 events during the 2nd and 4th Quarters) of three (3) site monitoring wells with monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs. To reduce travel expenses, this task will be done in conjunction with landfill gas monitoring and groundwater monitoring at the Tecopa Disposal Site.

Task 1.6 Tecopa Disposal Site

Semi-annual sampling (6 events during the 2nd and 4th Quarters) of three (3) site monitoring wells with monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs. To reduce travel expenses, this task will be done in conjunction with landfill gas monitoring and groundwater monitoring at the Shoshone Disposal Site.

TEAM shall provide all equipment, instruments, containers, tools, vehicles, materials, licenses and other items necessary to obtain representative groundwater samples and make required measurements. All equipment will be properly decontaminated and maintained by TEAM. TEAM owned equipment, and associated rental charges, are included on the Schedule of Fees and Charges provided as Attachment C.

TASK 2: GROUNDWATER REPORT PREPARATION

Semi-annual and annual groundwater monitoring reports, as required by WDR/MRPs for each site, will be prepared for each of the six (6) facilities: Bishop-Sunland Landfill, Independence Landfill, Keeler Landfill, Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site. These reports will be prepared and submitted based on requirements established in the MRPs for each respective site, as specified by the RWQCB staff, and in general accordance with previous reports submitted by the County.

Final Groundwater Monitoring Reports will be submitted to the County in advance of report deadlines to allow for discharger certification and timely submittal to the RWQCB. Prior to submittal to the County, all reports will be subject to TEAM's established internal quality control policies, to ensure that all work products are thoroughly reviewed and accurate. Groundwater Monitoring Reports will be certified by a Professional Engineer or Professional Geologist.

For the initial fiscal year (July 2021-June 2022), Semi-Annual Groundwater Monitoring Reports describing activities and results from First and Second Quarter 2021 groundwater monitoring activities will be submitted to the RWQCB by July 15, 2021 for Independence Landfill and by July 31, 2021 for the Bishop-Sunland Landfill. Semi-annual reporting requirements for the first half of 2021 will have already been included in Annual reports for Lone Pine, Shoshone and Tecopa Landfills due June 30, 2021 (to be completed under the previous contract). An addendum to the Lone Pine annual report will be prepared by July 15, 2021 to include the waste volume reporting requirements through June. Semi-Annual reporting is no longer required for the Keeler Landfill.

Semi-Annual Groundwater Monitoring Reports will be submitted to the RWQCB by January 15, 2022 for three (3) facilities: Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site. The Semi-Annual Groundwater Monitoring Report for the Bishop-Sunland Landfill will be

submitted by January 31, 2022. Semi-annual reporting requirements for the second half of 2021 will have already been included in an Annual report for Independence Landfill due November 30, 2021. An addendum to the Independence annual report will be prepared by January 15, 2022 to include the waste volume reporting requirements through December.

Semi-annual Groundwater Monitoring Reports, reporting the results of the First and Second Quarter 2022, will be prepared for Lone Pine, Shoshone and Tecopa Landfills prior to their annual report deadline of June 30, 2022, and for Independence and Bishop-Sunland in July 2022. Report submittal schedules are anticipated to remain the same as the initial year for the remaining contract term, yet are subject to change based on WDR revision. TEAM will work with the RWQCB and Inyo County to assure compliance with all reporting deadlines.

The Semi-Annual Groundwater Monitoring reports will contain the information required by the MRP for each site, which includes at a minimum:

- o executive summary with a discussion of any violations requiring action;
- o site background information;
- o map or aerial photograph showing the location of all monitoring points;
- o description of field purging and collection methods;
- o summary of groundwater elevation data, calculated hydraulic gradient(s) and calculated groundwater velocity;
- o summary of field and laboratory analytical results;
- o statistical evaluation of inorganic monitoring data, according to approved EPA statistical methods, with update of Concentration Control Limits when applicable
- o waste disposal volumes and remaining capacity calculations, based on Board of Equalization reports provided by ICRWM for the previous 6-month period;
- o a brief summary of corrective action activities and monitoring results collected during the period (for Bishop-Sunland Landfill only);
- o a summary of available septage and landfarm data collected by the County during the period (for Bishop-Sunland Landfill only);
- o update on previously scheduled activities, as applicable; and
- o recommendations for follow-up activities, as applicable.

The estimated cost for report preparation includes data analysis, technical illustrations, report drafting, and senior-level quality assurance review and certification. Also included are the costs for electronic data reporting to the GeoTracker database as required for all landfill programs under CCR Chapter 30, Division 3, Titles 23 and 27, to the extent practical using available monitoring point survey data.

As required in the WDRs and MRP for each site, an Annual Groundwater Monitoring Report for each of the six (6) sites will also be prepared for submittal to the RWQCB. Annual Summary

Reports will include items described in the General Provisions for Monitoring and Reporting and specific requirements defined in the current WDR for each site, and will summarize information provided in detail in the semi-annual reports for each site for the previous 12-month period. To reduce reporting costs to Inyo County, semi-annual and annual reporting efforts have been combined when possible and in accordance with deadlines established by the WDRs.

The Annual Groundwater Monitoring Report for each site will be based on the specific requirements and schedule for that site as specified in current WDRs and MRPs. Accordingly, Annual summary reports for the Independence Landfill, Keeler Landfill and Bishop-Sunland Landfill will be prepared for submittal prior to November 30, 2021, January 31, 2022, and March 1, 2022, respectively. Annual Groundwater Monitoring reports will be prepared for the Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site, for submittal to the RWQCB by June 30, 2022. For reports submitted prior to the completion of the reporting period (e.g. Independence report which is due November 30), costs include additional transmittal of waste volume data to the RWQCB prior to the deadlines of the semi-annual reports (January 15 and July 15) or as soon as the volume data is provided by Inyo County. This report schedule has been coordinated and approved by the RWQCB, resulting in considerable cost savings to Inyo County over the past six years.

Costs estimated herein include reporting of groundwater monitoring results, but do not include follow-up work that could result from adverse monitoring results, as the effort involved would depend on the persistence of any regulatory exceedances and the specific requirements of the RWQCB. Additional reporting tasks which are not anticipated in the current contract, but that may become necessary in support of WDR compliance, are discussed in Section 4.0.

TEAM shall provide timely notification of any observed violations to Inyo County Recycling and Waste Management and RWQCB, as appropriate. TEAM will be available to respond to questions that may arise from Inyo County or RWQCB staff concerning results presented in draft and final groundwater monitoring reports.

TASK 3: LANDFILL GAS PERIMETER MONITORING

Landfill gas monitoring will be conducted on existing perimeter monitoring probes at each of the five (5) active Inyo County sites: Bishop-Sunland Landfill, Independence Landfill, Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site. Monitoring will be conducted on a quarterly basis for the Bishop-Sunland, Independence and Lone Pine Landfills; and semi-annually for the Shoshone and Tecopa Disposal Sites. When possible, landfill gas monitoring will be conducted in conjunction with quarterly or semi-annual groundwater monitoring events to reduce travel costs. Specific monitoring events will be scheduled based on staff availability. Monitoring will be completed by field personnel located in Bishop, California. Monitoring procedures and protocols will be done in accordance with Title 27 requirements for landfill gas probes and on-site structures (ambient air).

Landfill gas perimeter monitoring will include the following activities:

- calibration of the field instrument;
- purging of two well volumes of gas from each probe;
- collection of representative reading(s) at each probe with a field gas analyzer, (Landtec GEM 2000 or equivalent) for Static Pressure, Methane, Carbon Dioxide, and/or Oxygen as required by Title 27; and
- recording field data on standardized field data sheets.

If landfill gas monitoring results show exceedances of compliance limits set in Title 27, the County and the LEA will be notified within forty-eight (48) hours.

Within forty-five (45) days following completion of each monitoring event, TEAM will prepare quarterly landfill gas monitoring reports which will summarize monitoring methodologies and monitoring data. Depending on the results of the monitoring, a general description of follow-up work that is required under Title 27 will be included within the report. Copies of the final reports will be issued to the County LEA, with an electronic copy transmitted to CalRecycle.

The budget for this task assumes monitoring and reporting for all twelve (12) quarters of the contract years 2021-2024 for the three (3) active Owens Valley sites: Bishop-Sunland Landfill, Independence Landfill, and Lone Pine Landfill. The Shoshone Disposal Site and Tecopa Disposal Site will be monitored on a semi-annual basis, in accordance with the monitoring frequency reduction recommended by TEAM and approved by the LEA and CalRecycle in 2014. Monitoring costs assume mobilization costs can continue to be saved on a semi-annual basis by combining with groundwater sampling events. Monitoring costs also assume reasonable well access and maintenance is provided by Inyo County. The costs do not include follow-up work that could result from adverse monitoring results, as the effort involved would depend on the persistence of any regulatory exceedance.

TASK 4: LANDFILL GAS EXTRACTION SYSTEM MONITORING AND MAINTENANCE, BISHOP-SUNLAND LANDFILL

As part of the corrective action program for the Bishop-Sunland Landfill, a landfill gas extraction system was constructed in the southwestern portion of the site in 2010 to reduce migration of landfill gases at the perimeter of the landfill, which previously had been in exceedance of Title 27 thresholds (Methane over 5% by volume). TEAM supported the County with construction of that system and the associated air permitting with the Great Basin Air Pollution Control District (APCD). Since 2010, TEAM has been conducting monthly emissions monitoring of that extraction system in accordance with APCD permit 1560-01-10.

In December 2015, two additional landfill gas extraction wells were constructed at the Bishop-Sunland Landfill, in accordance with the approved Corrective Action Plan designed to control and reduce the source of volatile organic compounds impacting groundwater. TEAM has been working closely with the design engineers, construction contractors, and County staff to operate the new extraction wells in a safe and effective manner, and to optimize the extraction wells and

finalize an O&M manual for the systems. TEAM's direct experience with the landfill gas extraction systems on this site, coupled with our involvement in the groundwater monitoring and reporting tasks, make us well-suited to continue landfill gas monitoring activities at the Bishop-Sunland Landfill with maximum continuity and efficiency.

The proposed scope of work under this task assumes TEAM continuing in the role we have been serving with respect to the operations and permit compliance monitoring of the landfill gas systems. Efforts under this task are anticipated to include finalization of the APCD permits for the two new extraction wells (ATC/TPO 1691-00-15 and 1692-00-15), and continuation of emissions monitoring similar to and inclusive of protocol refined for the 2010 extraction system.

Efforts under this task are anticipated to include the following subtasks:

- Monthly system checks of the 2010 landfill gas extraction system and the new EW-1 and EW-2 extraction systems, to assure proper and safe operation.
- Monitoring of the three systems with a portable hydrocarbon leak detector capable of meeting the performance specifications of EPA's Source Test Reference Method 21. TEAM proposes to use a photoionization detector (PID), calibrated to hexane, to fulfill this requirement. Hydrocarbon concentration, measured as non-methane organic compounds (NMOCs) as hexane, will be measured at the inlet and outlet of each extraction system monthly using standard sample collection procedures and the PID.
- TEAM will conduct leak monitoring of above-ground components of the three extraction systems, according to the permit conditions. TEAM will also be responsible for maintaining a log-book of monitoring and operational data, which is to be kept on-site or made readily available upon APCD request. If any permit conditions are observed or suspected to be exceeded, TEAM will notify County staff and/or appropriate agencies within 48 hours so appropriate action can be taken.
- As part of the monthly emissions monitoring, TEAM will also measure system flowrates, vacuums and pressures, and advise the County about any abnormal operating conditions. TEAM will assist County staff in identifying necessary maintenance measures and conduct routine, preventative maintenance. Costs for this task assume any substantial repair activities will continue to be conducted by County staff.
- Monthly extraction system checks will also include monitoring of the extracted gas content, to track corrective action effectiveness and correlate compounds in the landfill gas to groundwater contaminants. Methane, Carbon Dioxide, Oxygen, and balance gases will be monitored in the field using a Landtec GEM 2000 or equivalent. The GEM unit will also be used on the two new extraction systems to calculate flow and BTU of the individual systems, using the installed Accuflo 2V wellhead fittings.

- Efficacy monitoring of the corrective action measures will be supported by the collection of periodic samples of extracted landfill gases for laboratory analysis. Costs for this task assume semi-annual air sample collection of the combined influent for the 2010 system, and at each wellhead for EW-1 and EW-2. Laboratory analyticals are anticipated to include VOCs by EPA Method TO-15, fixed gases, and/or NMOCs by EPA Method 25C.
- Reporting to the RWQCB related to the corrective action measures will be included with regularly scheduled semi-annual groundwater monitoring reports for the Bishop-Sunland Landfill to the extent possible, for maximum cost-effectiveness to Inyo County.

A technical report, evaluating the effectiveness of the landfill gas extraction efforts as a corrective action to remediate VOCs in groundwater, is not anticipated to be prepared during the period of July 1, 2021 through June 30, 2024, as the RWQCB has not indicated any such report will be required in the near future. Costs for this technical evaluation are not included herein, as it is unclear whether the County will request that as part of the monitoring contract or in the as-needed landfill engineering support services. If required, this task can be provided on an as-needed basis as described in Section 4.0.

Cost estimates for this task do not include the cost of the carbon filter material, filter change-out services, or spent carbon disposal costs, as these costs are not anticipated to be incurred during the thirty-six-month period of July 2021 through June 2024, according to design carbon loading calculations. TEAM will advise County staff when conditions require filter change-out or other maintenance activities, and can work with County staff to identify the most cost-effective way to resolve any significant repair or maintenance costs that may be necessary. Inyo County will also be responsible for the APCD permit fees and compliance with the conditions of the permits.

Of the tasks proposed as part of the Scope of Work presented herein, the landfill gas extraction system efforts have the highest chance of variability as dictated by site conditions. If necessary to provide additional expertise or optimization guidance, TEAM is prepared to work with ES Engineering (engineering design firm of the current corrective action system) or other subcontractors with landfill gas expertise, as needed to complete this task appropriately for Inyo County. If additional technical support is required to support TEAM's on-site monitoring activities under this task, these costs could be covered under the Additional Task budget discussed in Section 4.0, or under Inyo County's separate contract for Landfill Engineering and Environmental Consultant Services for Regulatory Mandated Projects (based on the RFP dated May 20, 2021). Potential services that may require additional landfill gas technical expertise include: maintenance and permitting support, O&M support, well field adjustment and optimization guidance, review and evaluation of monitoring data, and assistance with health and safety or regulatory compliance issues that may arise with respect to the gas extraction systems.

TASK 5: LANDFARM, SEPTAGE AND ASBESTOS SAMPLING AND REPORTING, BISHOP-SUNLAND LANDFILL

The Bishop-Sunland Contaminated Soil Landfarm is part of the Bishop-Sunland Landfill facility. The Landfarm has been monitored by County staff in accordance with a Sampling and Analysis Plan (SAP) since January 1998; provisions for the sampling and analysis, as well as threshold concentration criteria, are also included in the Bishop-Sunland WDRs and MRP. In April 2016, the SAP was revised for the Bishop-Sunland Landfarm, based on updated directives and approved revision by the RWQCB.

Under the scope of this task, TEAM will assist Inyo County in maintaining compliance with the WDRs for Bishop-Sunland Landfill, through implementation of the revised Sampling and Analysis Plan for the Landfarm. Efforts under this task are anticipated to include the following:

- Collection of soil samples from the Landfarm area on a semi-annual basis (6 sampling events in December and June). Sampling will be conducted in accordance with the WDR and the revised SAP, which includes grab sampling in four alternating locations, at depths of 6 and 12 inches.
- Samples will be sent to BC Labs or another approved California-certified lab, for the analyses required in the WDRs and SAP. Costs include an estimate of the related laboratory analytical fees from BC Labs in Bakersfield, for petroleum hydrocarbons using EPA Methods 8260 and 8015.
- Landfarm soil concentrations will be presented in the Semi-annual Groundwater Evaluation Monitoring Reports for the Bishop-Sunland Landfill (due January 31 and July 31 of each year). The need for additional sampling at a depth of 2 feet, as required by WDR Section II.C.4, will be discussed in the semi-annual report and recommended if necessary to assess vertical migration of contaminants of concern. If concentrations of contaminants remain above soil removal thresholds in any location at a depth of 12 inches, samples may be required at a depth of 2 feet based on WDR Section II.C.4. If concentrations of contaminants remain above soil removal thresholds in any location at a depth of 2 feet, samples may be required at a depth of 5 feet based on WDR Section II.C.5. For cost estimation purposes, and based on our experience with the Landfarm soils and operations, TEAM anticipates up to an additional four (4) samples annually to be needed at depths of 2 feet, based on concentrations at a depth of 12 inches. Costs are not currently included for sampling at depths of 5 feet below surface, although TEAM can provide support to Inyo County under the as-needed task if additional samples at depth are required by the LEA or RWQCB.
- Time is included to advise the County regarding recommended changes in Landfarm operations or any follow-up action(s) that may be dictated by the sampling analytical results. However, costs do not include follow-up work that could result from adverse monitoring results, as the effort involved would depend on the persistence of any regulatory exceedance.

- Efforts related to the compliance with or revision of operational procedures (e.g. spreading immediately and tilling frequently), or revisions of the Landfarm Soil Acceptance procedures, is currently outside of the current scope of work. TEAM's responsibility with respect to Landfarm soil monitoring activities will be focused on the sections of the WDR and SAP pertaining to sampling and reporting of concentrations of in-place, actively treated contaminated soils. Inyo County will continue to be responsible for the proper operation of the Landfarm under permit conditions, for reviewing the adequacy of soil disposal acceptance criteria, and for management of soil disposal volumes and effective treatment procedures.

In addition to the Landfarm Sampling and Reporting described above, Inyo County has requested this task include support with Septage Pond sampling and reporting, and asbestos monofil reporting. Semi-annual Septage sampling will be conducted by Inyo County and the two primary waste providers (Bishop Waste and Preferred Septic); however TEAM will assist with obtaining sample bottles, getting the samples to the lab under proper chain-of-custody, and including analytical results in semi-annual reports. Similarly, recording of asbestos disposal to the Monofill remains the responsibility of Inyo County, yet TEAM will include the required reporting elements in semi-annual/annual reports for the Bishop-Sunland Landfill.

TASK 6: COORDINATION AND PROJECT MANAGEMENT

Based on our experience managing the landfill monitoring and reporting programs for the Inyo and Mono Counties, we recognize that effective task coordination and project management is essential to ensure maximum level of compliance with existing regulations and evolving agency mandates. TEAM believes we have streamlined the monitoring and reporting tasks and have established a schedule of task completion which should be maintained, however we recognize the need to adjust schedules based on Inyo County Recycling and Waste Management priorities or new regulatory challenges. This task will also allow us to continue the effective, streamlined communication channels we have established with key agencies such as the RWQCB, Inyo County Environmental Health, CalRecycle (formerly the California Integrated Waste Management Board), and property owners such as BLM and LADWP.

Naomi Jensen, President of TEAM, will serve as Project Manager for this project and manage the completion of tasks under this contract, communicating closely with Inyo County Recycling and Waste Management staff. This task will include communication with key regulatory agencies, status updates to Inyo County, budget management, and general coordination of activities as described below:

- TEAM shall coordinate site access, well access, sampling schedule, sample delivery and specifications of sample analysis with Inyo County staff. It is understood that Inyo County will be responsible for site security and ensure safe access to the landfill monitoring points.

- TEAM shall coordinate the sampling schedule, chain-of-custody specifications, sampling supplies and requested laboratory analysis with analytical laboratory BC Labs of Bakersfield, CA (or other lab approved by Inyo County).
- TEAM shall coordinate the sampling protocol and sampling and reporting schedules with the RWQCB, in conjunction with Inyo County Recycling and Waste Management staff. Negotiation with RWQCB on any necessary deviations from the established sampling and reporting schedule will be conducted in conjunction with Inyo County.
- TEAM shall interface with RWQCB as needed to discuss site conditions, monitoring results, conditions of the WDRs, or action needed to correct any observed violations.
- TEAM shall provide general task and project management, and provide status updates to Inyo County Recycling and Waste Management staff or other Inyo County departments as requested.

Task 7: ADDITIONAL TASKS TO BE PROVIDED ON AN AS-NEEDED BASIS

In Inyo County’s RFP dated May 10, 2021, an “Additional Tasks” category has been recognized as necessary in support of the primary monitoring and reporting tasks requested in the Scope of Work, with an annual budget recommended by Inyo County of \$20,000. Based our experience on the Inyo Landfill sites from 2009 through 2021, and the value in being able to adjust consultant scope of services to address emerging compliance issues with respect to site conditions and regulatory mandates, we concur with Inyo County’s decision to include a budget for additional, as-needed tasks that may arise during the period of July 1, 2021 through June 30, 2024. In an effort to provide a cost proposal that addresses the full scope of services requested in the RFP, we have defined the additional, as-needed tasks as Task 7 and included it in the cost proposal with the task budget specified by Inyo County.

This task is intended for any additional consulting services that have not been defined within the specific scope of work for the 2021-2024 contract. Work falling under this task would be authorized by the County on an as-needed basis. If necessary, a detailed scope of work and associated fee estimates will be developed at the time specific new work-tasks are identified. If there are no new tasks necessary or requested by ICRWM under Task 7, no labor or expense charges will be incurred resulting in a cost savings to Inyo County.

The following items have been identified by TEAM as additional tasks that may be required by the RWQCB based on provisions defined in the WDRs and groundwater monitoring results for the five active landfills and the closed Keeler Landfill. We present this list in an effort to inform the County of the potential for any one or all of these items needing to be accomplished during the contract year, in support of the Inyo Landfill WDRs and the Scope of Work defined as Task 1 through 6 herein.

Potential tasks that may need to be authorized under Task 7 – Additional Tasks during the period of July 1, 2021 through June 30, 2024 include, but are not limited to the following:

- Installation of replacement background monitoring well (MW-1R) at the Bishop-Sunland Landfill and the Lone Pine Landfill, based on requirements in the WDRs for adequate unimpacted background monitoring wells at each of these sites. This task was scheduled to be implemented during FY20-21, based on the work plans approved by the RWQCB in 2020, yet is pending landowner permissions and driller bid solicitation by Inyo County. This task was to be funded by the surplus budget amounts carried over from fiscal years 2016-2020, however the driller RFP was delayed and the task postponed by Inyo County. TEAM is prepared to support Inyo County with the well permitting geologic oversight and reporting associated with these monitoring well replacement activities, whether under an extension to the current contract, or under separate contract. If this task is added to the currently requested scope of work for the FY21-24 term, the additional tasks budget may have to be increased to cover the associated efforts.
- Bishop-Sunland Landfill: Additional efforts may be required to support a WDR revision for the landfill, which is anticipated following the drilling and installation of a new off-site background monitoring well MW-1R. Additional quarterly sampling of this new background well is also anticipated to become a requirement in the revised WDRs for the landfill. Costs to address the revisions to the WDRs could be included in this task. Additional efforts may also be required, if requested by the RWQCB, to respond to any new Notice of Violations during the period, or to create a technical report evaluating the effectiveness of the landfill gas extraction efforts as a corrective action to remediate VOCs in groundwater.
- Independence Landfill: Low and intermittent levels of VOCs continue to be detected in one or more groundwater wells at the Independence Landfill. Compliance with the WDRs for Independence Landfill may require the preparation of an evaluation monitoring plan to address the low level VOCs in groundwater, at the discretion of RWQCB staff. In addition, efforts may be required to address rapidly declining water levels which have impacted water quality and affected the functionality of the upgradient, back ground well.
- Lone Pine Landfill: Low but persistent levels of VOCs continue to be detected in one or more groundwater wells at the Lone Pine Landfill. The site is currently under and Evaluation Monitoring Program. Compliance with the WDRs for Lone Pine Landfill may require the preparation feasibility study for remediation of low level VOCs in groundwater, at the discretion of RWQCB staff. In addition, the background well (MW-1) has been determined to be damaged and not viable for water level measurement or sample collection. Costs for the repair or replacement of this well are outside the scope of this contract. TEAM is prepared to support Inyo County with the drilling and installation of a replacement upgradient well MW-1R (on an extension to the FY 2020-

2021 contract, as Inyo County had already set aside funds for this delayed effort) to ensure compliance with WDRs.

- Keeler Landfill: Recent efforts by TEAM and Inyo County have resulted in a Revision to the WDRs and MRP for the Keeler Landfill, to formally reflect the disposal site as Closed and formalize the post-closure monitoring period. The RWQCB issued revised WDRs and MRP in November 2020, requiring Inyo County to complete additional maintenance of the landfill cover and initiate a 3-year compliance period. Construction oversight for the cover repair, along with technical documentation of the work may be required in support of the revised WDRs. In addition, at the end of the three-year post-closure compliance period, a request for Recission of WDRs can be submitted to the RWQCB. This effort is anticipated to be included in the scope of work for 2025-2026, assuming no failure of the landfill cover or detections in groundwater during the three year compliance period.
- Additional consulting services related to the landfill gas monitoring tasks (Task 3 and 4) could include verification field or lab sampling of landfill gases, notifying appropriate agencies if conditions are observed in violation of requirements, working with the County's landfill engineering consultant to share and evaluate pertinent site data, and additional assistance to Inyo County with respect to extraction system maintenance activities (e.g. carbon filter changeout) and safety/security of the extraction systems.

The budget for Task 7, as specified by ICRWM, should be adequate to cover the efforts that may be necessary to address one or more of the issues described above, based on requests of enforcement from the RWQCB or other regulatory agencies. It should be noted that the budget is unlikely to be sufficient to complete all of the potential subtasks described. The Additional Tasks budget would also be utilized if additional efforts are requested, or mandated by regulatory agencies, above and beyond the specific subtasks anticipated to be included in Task 1 through 6 defined herein.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND TEAM Engineering and Management, Inc

FOR THE PROVISION OF LANDFILL MONITORING AND REPORTING **SERVICES**

TERM:

FROM: July 1, 2021

TO: June 30, 2024

SCHEDULE OF FEES:

SEE ATTACHED

**TABLE 2
COST PROPOSAL SUMMARY**

Inyo County Landfill Monitoring and Reporting Services - July 2021 - June 2024

Task No.	Description	Proposed 1-Year Cost	Proposed 3-Year Total Cost
1	Groundwater Monitoring - All Landfill Sites	\$ 51,804.00	\$ 155,412.00
2	Groundwater Reporting - All Landfill Sites	\$ 42,449.00	\$ 127,347.00
3	Landfill Gas Perimeter Monitoring, per Title 27	\$ 23,394.00	\$ 70,182.00
4	Landfill Gas Extraction System Monitoring and Maintenance, Bishop-Sunland Landfill	\$ 22,242.00	\$ 66,726.00
5	Landfarm/Septage Pond/Asbestos Sampling and Reporting, Bishop-Sunland Landfill	\$ 10,090.00	\$ 30,270.00
6	Coordination and Project Management	\$ 5,130.00	\$ 15,390.00
7	Additional Tasks, As-Needed (Budget as Specified by ICRWM)	\$ 20,000.00	\$ 60,000.00
	Proposal Total Amount	\$ 175,109.00	\$ 525,327.00

Recommended Year 4 Contract Extension (includes 1-year cost +5%, and COC sampling at all sites)	\$ 198,864.00
Recommended Year 5 Contract Extension (includes 1-year cost + 8%)	\$ 189,118.00
Total Recommended 5-Year Budget (July 2021 - June 2026)	\$ 913,309.00

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND TEAM Engineering and Management, Inc

FOR THE PROVISION OF LANDFILL MONITORING AND REPORTING **SERVICES**

TERM:

FROM: July 1, 2021

TO: June 30, 2024

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Vehicle Use 2WD	\$150 per day
Vehicle Use 4WD	\$125 per day
Mileage (in lieu of daily rate for > 100 miles)	\$1.00 per mile
Per Diem (for Tecopa/Shoshone only)	\$250 per mile

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM Engineering and Management, Inc
FOR THE PROVISION OF LANDFILL MONITORING AND REPORTING SERVICES**

TERM:

FROM: July 1, 2021

TO: June 30, 2024

SEE ATTACHED INSURANCE PROVISIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KARYN GERWIEN INSURANCE AGENCY 430 E FOOTHILL BLVD SAN DIMAS CA 91773		CONTACT NAME: KARYN GERWIEN PHONE (A/C, No, Ext): (909)599-5131 E-MAIL ADDRESS: STAFF.KGERWIEN@FARMERSAGENCY.COM FAX (A/C, No): (909)599-2853															
INSURED TEAM ENGINEERING & MANAGEMENT INC PO BOX 1265 BISHOP CA 93515		INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : TRUCK INSURANCE EXCHANGE</td> <td>21709</td> </tr> <tr> <td>INSURER B : FARMERS INSURANCE EXCHANGE</td> <td>21652</td> </tr> <tr> <td>INSURER C : MID CENTURY INSURANCE COMPANY</td> <td>21687</td> </tr> <tr> <td>INSURER D : FIRE INSURANCE EXCHANGE</td> <td>21660</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER	NAIC #	INSURER A : TRUCK INSURANCE EXCHANGE	21709	INSURER B : FARMERS INSURANCE EXCHANGE	21652	INSURER C : MID CENTURY INSURANCE COMPANY	21687	INSURER D : FIRE INSURANCE EXCHANGE	21660	INSURER E :		INSURER F :	
INSURER	NAIC #																
INSURER A : TRUCK INSURANCE EXCHANGE	21709																
INSURER B : FARMERS INSURANCE EXCHANGE	21652																
INSURER C : MID CENTURY INSURANCE COMPANY	21687																
INSURER D : FIRE INSURANCE EXCHANGE	21660																
INSURER E :																	
INSURER F :																	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COMP/OP AGG \$
	POLICY PRO-JECT LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DED RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	X A09486102	07/01/2020	07/01/2021	E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 BLANKET WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE CERTIFICATE HOLDER ON THE WORKERS COMPENSTATION POLICY.

CERTIFICATE HOLDER COUNTY OF INYO RECYCLING & WASTE MGMT 163 MAY STREET BISHOP CA 93514	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Karyn Gerwien</i>
---	--

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 3 % of the California workers compensation premium otherwise due on such remuneration, subject to a minimum charge of \$250.

All written contracts in the state(s) of:

CA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.
Insurance Company

Endorsement No.

Countersigned By _____

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 10th day of May 2022 an order was duly made and entered as follows:

*Public Works-
Recycling & Waste
Management -
Amendment No. 1
TEAM Contract*

Moved by Supervisor Pucci and seconded by Supervisor Roeser to: A) Approve and ratify Amendment No. 1 to the contract between the County of Inyo and TEAM Engineering & Management Inc. of Bishop, CA to: 1. Change the name of TEAM Engineering & Management Inc. to TEAM Environmental Inc.; 2. Add a subcontractor to the agreement, WOOD Environmental & Infrastructure Solutions, Inc.; and 3. Increase the not-to-exceed amount from \$913,309 to \$968,309 contingent upon the Board's approval of future budgets; and B) Authorize the Chairperson to sign. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

WITNESS my hand and the seal of said Board this 10th Day
of May, 2022



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: PW DATE: May 12, 2022



County of Inyo



Public Works - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: May 10, 2022

FROM: Cap Aubrey

SUBJECT: Amendment No. 1 to the Agreement with Team Engineering & Management, Inc

RECOMMENDED ACTION:

Request Board:

A) approve and ratify Amendment No. 1 to the contract between the County of Inyo and TEAM Engineering & Management Inc. of Bishop, CA to:

1. change the name of TEAM Engineering & Management Inc. to TEAM Environmental Inc.;
2. add a subcontractor to the agreement, WOOD Environmental & Infrastructure Solutions, Inc.; and
3. increase the not-to-exceed amount from \$913,309 to \$968,309 contingent upon the Board's approval of future budgets; and

B) and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On July 6, 2021 your Board approved a contract with Team Engineering & Management, Inc for a 5-year period. TEAM Engineering & Management has since changed the name of their corporation to TEAM Environmental, Inc. The original contract consisted of Task 7 for additional tasks needed. We are expanding Task 7 to include CEQA support and the need of WOOD Environmental services for the CEQA support as a subcontractor. Therefore, there is a need of an additional \$55,000 for the additional tasks of CEQA support.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the amendment; however, this is not recommended as the County will rely on this contract amendment for important and ongoing projects requiring CEQA compliance.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funds for this service are included in the Solid Waste budget 045700, object code 5265, Professional Services.

ATTACHMENTS:

1. TEAM Amendment 1

APPROVALS:

Teresa Elliott

Darcy Ellis

Teresa Elliott

Breanne Nelums

John Vallejo

Amy Shepherd

Michael Errante

Created/Initiated - 4/21/2022

Approved - 4/22/2022

Approved - 4/26/2022

Approved - 4/26/2022

Approved - 4/27/2022

Approved - 4/27/2022

Final Approval - 4/28/2022

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM Engineering & Management Inc
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and TEAM Engineering & Management Inc _____, of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 6, 2021, on County of Inyo Standard Contract No. 156, for the term from July 1, 2021 to June 30, 2026.

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

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

County and Contractor hereby amend such Agreement as follows:

AGREEMENT BETWEEN COUNTY OF INYO AND TEAM Engineering and Management Inc will now reflect the new name of TEAM ENVIRONMENTAL.

ADDITION of a subcontractor WOOD Environmental & Infrastructure Solutions Inc. as needed for Environmental Services in Support of CEQA Compliance.

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 \$580,327 (Initial term) \$198,864 (option 1) and \$189,118 (option 2) for a total of \$968,309 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

ATTACHMENT A

Scope of Work

See attached additional scope of work to Task 7

ATTACHMENT B

Schedule of Fees

See attached additional schedule of fees for WOOD Environmental & Infrastructure Solutions, Inc

The effective date of this Amendment to the Agreement is 3/1/2022.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM Engineering & Management Inc
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
16th DAY OF May, 2022

COUNTY OF INYO

By: *Dan Tether*

Dated: 05/16/2022

CONTRACTOR

By: _____
Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Caron Holmberg
County Risk Manager

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM Engineering & Management Inc
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

CONTRACTOR

By: 
Signature

Naomi Jensen

Type or Print

Dated: 5/16/2022



TEAMENVIRONMENTAL.COM
760-872-1033
459 W. Line Street, Suite A
Bishop, CA 93514

SCHEDULE OF FEES AND CHARGES

INYO COUNTY LANDFILL MONITORING AND REPORTING SERVICES

As of: 02-17-2022

PROFESSIONAL FEES

Principal	\$ 220.00 per hour
Project Manager	\$ 175.00 per hour
Senior Engineer / Hydrogeologist	\$ 165.00 per hour
Professional Geologist	\$ 160.00 per hour
Senior Environmental Scientist	\$ 145.00 per hour
Project Geologist	\$ 130.00 per hour
Project Scientist	\$ 125.00 per hour
Staff Scientist	\$ 105.00 per hour
Field Technician II	\$ 95.00 per hour
Field Technician I	\$ 80.00 per hour
Administrative Support	\$75.00 per hour

EQUIPMENT RENTAL CHARGES

Water Quality Meter (Horiba)	\$ 150.00 per day
Water Level Indicator (Solinst)	\$ 35.00 per day
Groundwater Sampling Pump (<100'depth) (Monsoon or Peristaltic)	\$ 115.00 per day
Groundwater Sampling Pump (>100'depth) (Mega Monsoon or Geosub)	\$ 175.00 per day
Dedicated Sample Tubing	\$ 0.75 per foot
Air Quality Safety (CH4/CO) Meter (GX2012)	\$ 60.00 per day
Landfill Gas Analyzer (GEM 5000)	\$200/day or Cost+10%
Photoionization Detector (PID MiniRAE 2000)	\$ 100.00 per day
TSI Flowmeter	\$ 35.00 per day

EXPENSES

Vehicle Use 2WD	\$ 105.00 per day
Vehicle Use 4WD	\$ 125.00 per day
Mileage (in lieu of daily rate for >100 miles)	\$ 1.00 per mile
Per diem (for Tecopa/Shoshone only)	\$250.00 per day
Sampling/Shipping Supplies	\$ 45.00 per sampling event
Necessary Job-Related Expenses/Subcontractors	Cost plus 10 percent

NOTES

Above fees and charges are project-specific and are subject to annual revision unless prohibited by contract terms. Charges for services will be in accordance with TEAM's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work. Terms of payment are as follows: All balances are due and payable upon receipt. Any balance that has not been received within 30 days of the invoice date is assessed a one and one-half percent (1½%) per month late charge. TEAM reserves the right to terminate work in progress on any overdue account.

SCOPE OF WORK AMENDMENT

LANDFILL MONITORING AND REPORTING SERVICES

TEAM Environmental, Inc. (formerly TEAM Engineering & Management, Inc) is pleased to provide the following Scope of Work Amendment to the County of Inyo, Recycling and Waste Management (Client).

PRIMARY OBJECTIVE

The primary objective of the additional scope of work is to assist the County of Inyo with noticing and scoping of an environmental impact report under the California Environmental Quality Act, related to the proposed acquisition of properties for continued landfill operation and regulatory compliance at the Bishop Sunland, Independence, and Lone Pine Landfills.

SCOPE OF WORK

To meet the objective stated above, the following subtask has been requested:

Task 7.3: CEQA Support: Notice of Preparation and Initial Study for Proposed Acquisition of Properties, Bishop-Sunland, Independence, Lone Pine Landfills

At the request of Inyo County, TEAM Environmental and its subcontractor, Wood Environmental and Infrastructure Solutions (Wood), will provide support for the following CEQA scoping items:

- Project Description and Notice of Preparation (NOP) for Draft Environmental Impact Report
- Public Scoping Meeting (February 2022) and Review of Scoping Comments
- CEQA Initial Study and Scoping Document

Addition of Authorized Subcontractor

According to the existing Contract terms, the Consultant can subcontract a portion of the services only with express written consent of the County. Since the scope of the requested CEQA support services requires additional subject-matter expertise, Inyo County Public Works has approved the use of Wood Environment & Infrastructure Solutions (Wood) as an authorized sub-contractor to TEAM Environmental for this subtask. TEAM and Wood have worked together on other recent CEQA projects for Inyo County Public Works, and have the qualifications and experience to conduct this work for Inyo County.

Schedule

TEAM understands that the Client wants to complete the CEQA Scoping Tasks in the current fiscal year ending June 30, 2022. The associated efforts, as requested by Inyo County, are already in progress with the NOP and Scoping Meeting being conducted in February 2022.

TEAM and Wood will complete the Initial Study and Scoping document prior to June 30, unless otherwise directed by Inyo County.

Additional Budget Requested

The work proposed herein will be billed to the Client on a Time and Materials (T&M) basis according to the TEAM's existing Contract for Landfill Monitoring and Reporting, with the inclusion of the Schedule of Fees from the authorized subcontractor (attached). Task 7 was intended to encompass a range of additional tasks that may be needed during the contract term, based on regulatory mandates and the direction of Inyo County. However the CEQA support task, as currently requested by the County, will require additional budget to be allocated to Task 7.

TEAM's cost estimate to perform the additional work requested is a not-to-exceed \$55,000, as summarized below. Due to the nature of the proposed CEQA scoping activities, the required effort will depend on the availability of project information from Inyo County, the extent of public and agency comments, and the appropriate level of analysis deemed necessary for each environmental category on the Initial Study checklist. Costs do not include the preparation of an EIR or other CEQA compliance document, as that will be further defined by the current task and will be handled as a separate scope of work.

We will make every effort to complete the task as cost-effectively as possible, and if the work is completed for less effort than anticipated, cost savings will be passed on to the Client. Invoiced costs for this task will not exceed the not-to-exceed amount without explicit approval from Inyo County. A summary of estimated costs, and required additional budget for the current fiscal year, is included below.

Summary of Additional Budget Required

Item / Description	Fee
Task 7.3 – CEQA Support: Notice of Preparation and Initial Study	
Professional Fees and Charges (not to exceed)	\$ 30,000.00
Subcontractor Charges (not to exceed)	\$ 25,000.00
Subtotal	\$ 55,000.00
Total	\$ 55,000.00

Updated Schedule of Fees and Charges

TEAM's professional fees and charges have not changed, but an updated Schedule of Fees and Charges for this project, reflecting TEAM's new company name, is attached. A Schedule of Fees and Charges for Wood Environmental & Infrastructure Solutions, Inc. is also attached. Subcontractor charges will be billed to TEAM as costs are incurred, and included on monthly invoices with a reduced mark-up to Inyo County of 10%. All other contract terms remain in effect and valid.



Schedule of Fees and Charges
Wood Environment & Infrastructure Solutions, Inc.
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
AS NEEDED ENVIRONMENTAL SERVICES IN SUPPORT OF
CEQA COMPLIANCE FOR THE INYO COUNTY LANDFILLS
January 2022 – January 2023

Wood proposes the labor categories and hourly rates set forth below to provide as needed environmental services to TEAM Environmental, Inc. in support of the contract between the County of Inyo and TEAM Environmental, Inc. for the provision of Landfill Monitoring & Reporting Services for the period of July 1, 2021 through June 30, 2024.

<u>Category</u>	<u>Hourly Rate</u>
Project Manager	\$ 157.00
QA/QC Manager	\$ 180.00
Senior Technical Adviser	\$ 160.00
Senior Environmental Planner	\$ 130.00
Associate Environmental Planner	\$ 90.00
Junior Environmental Planner I	\$ 80.00
Junior Environmental Planner II	\$ 75.00
Principal Biologist	\$ 160.00
Associate Biologist I	\$ 130.00
Associate Biologist II	\$ 115.00
Junior Biologist	\$ 90.00
Assistant Biologist	\$ 65.00
Senior Cultural Resources Specialist	\$ 150.00
Associate Cultural Resources Specialist	\$ 130.00
Junior Cultural Resources Technician	\$ 90.00
Assistant Cultural Resources Technician	\$ 65.00
Senior Hydrologist	\$ 170.00
Senior Geologist	\$ 170.00
Paleontologist	\$ 110.00
Hazardous Materials Specialist	\$ 150.00
Air Quality Specialist	\$ 100.00
Toxicologist & Health Risk Assessment	\$ 125.00
Noise Specialist	\$ 130.00
Utilities Engineer	\$ 130.00
GIS Specialist	\$ 105.00
Word Processor	\$ 75.00
Accounts Specialist	\$ 95.00
Administrative Assistant	\$ 65.00
<u>Expenses</u>	
Reproduction - Color	\$ 2.00/page
Reproduction - B/W	\$ 0.12/page
CDs	\$ 2.00/CD
Correspondence (commercial rate)	\$ 6.11 per
Newspaper Advertisements	\$ 500.00 per
Mileage	\$ 0.58/mile
Per Diem	\$175.00/day

Mileage and per diem may be expensed only with advance authorization of CLIENT. Above fees and charges are project-specific and are subject to revision if contract is extended for reasons unrelated to performance. Charges for services will be in accordance with Wood's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work.



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 29, 2022

FROM: Justine Kokx

SUBJECT: Consideration of Combined Use of Four Segments of Highway in Tecopa, CA

RECOMMENDED ACTION:

Request Board: A) hear a presentation from a Tecopa, CA resident advocating for your Board to designate four segments of highway for combined use in Tecopa; and B) provide direction to staff.

SUMMARY/JUSTIFICATION:

Section 38026 of the California Vehicle Code authorizes an agency to designate via resolution or ordinance sections of highway under its jurisdiction of less than 3 miles in length as combined use for off-highway vehicles (OHV), provided certain findings are met. The portion(s) of highway must be located in a manner that provides a connecting link between necessary service facilities and existing off-highway vehicle trail segments or OHV recreational use area, or between lodging facilities and an OHV recreational facility. The highway must be designed and constructed so as to safely permit the shared use by regular vehicular traffic and OHVs.

Prior to designating any segment(s) of highway as combined use, the agency shall notify the Commissioner of the California Highway Patrol (CHP). The Commissioner shall review the proposed segment(s) for potential safety hazards. Segments deemed to have the potential for safety hazards shall not be approved for combined use by the Commissioner.

BACKGROUND/HISTORY OF BOARD ACTIONS:

In February 2022, Public Works staff were asked by Supervisor Kingsley to assist Cynthia Kienitz of Tecopa, California to navigate the process outlined in existing state law, Section 38026 of the California Vehicle Code, to designate portions of highway in the Tecopa area as combined use for OHV's. Ms. Kienitz owns a bed and breakfast in the town of Tecopa, and wishes to conduct guided OHV tours of sites with historical interest from her son's business, Lost World Tours, which is located on Old Spanish Trail Highway, utilizing segments of highway to access existing off-highway vehicle trails in the vicinity. Four segments of highway less than 3 miles in length are proposed for combined use to allow the tours to be conducted in a more contiguous manner, and to minimize backtracking. The inclusion of the China Ranch Road segment from Furnace Creek Road allows tours to visit the China Ranch Date Farm.

Proposed segments of highway include:

- 1) 802 feet of Old Spanish Trail Highway from Lost World Tours towards Furnace Creek Road
- 2) 382 feet of Furnace Creek Road to access an existing OHV route
- 3) 2.92 miles of Furnace Creek Road from an existing OHV route to China Ranch Road
- 4) 1.2 miles of China Ranch Road

Public Works staff consulted with Inyo County Counsel for guidance on this process. In addition to the Vehicle Code requirement that connections need to exist between necessary facilities and existing OHV infrastructure, and a finding of no safety concerns by the CHP Commissioner, County Counsel recommends conducting an environmental review to be considered by the Inyo County Planning Commission prior to your Board considering designating the proposed segments for combined use.

Prior to bringing this item to your Board for consideration, staff first submitted the request to the CHP Commissioner for a safety review in March 2022, then amended the request with a signage plan and photographs of the roads in June 2022. Formal approval of the routes by the CHP Commissioner was received on September 22, 2022. Should your Board wish to direct staff to continue the process, an agreement between Ms. Kienitz and the County of Inyo must be in place to reimburse Public Works for any staff time expended in assisting to facilitate the preparation of an environmental analysis for later presentation to the Planning Commission. This agreement is not before your Board for approval today. If your Board indicates support for this project, the agreement between Ms. Kienitz and the County will come to your Board for approval on a later date.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to move forward with the combined use designation process. This would result in the proponent of this project continuing to trailer their OHVs to the existing OHV trails in order to conduct the guided heritage tours.

OTHER AGENCY INVOLVEMENT:

Bureau of Land Management
California Highway Patrol
Inyo County Counsel
Inyo County Planning Department

FINANCING:

Staff time will be reimbursed to two budgets; Local Transportation Commission Planning budget - 504605, and Public Works - 011500.

ATTACHMENTS:

1. California Vehicle Code 38026
2. Letter to CHP Re: Combined Use
3. CHP Commissioner Approval of Combined Use - Tecopa, CA
4. Letters of Support

APPROVALS:

Justine Kokx	Created/Initiated - 11/21/2022
Darcy Ellis	Approved - 11/21/2022
Michael Errante	Approved - 11/21/2022
John Pinckney	Approved - 11/21/2022
Breanne Nelums	Approved - 11/21/2022
John Vallejo	Final Approval - 11/23/2022

West's Annotated California Codes

Vehicle Code (Refs & Annos)

Division 16.5. Off-Highway Vehicles (Refs & Annos)

Chapter 2. Registration of Off-Highway Vehicles; Original and Renewal of Identification; Issuance of Certificates of Ownership (Refs & Annos)

Article 1. Motor Vehicles Subject to Identification (Refs & Annos)

West's Ann.Cal.Vehicle Code § 38026

§ 38026. Highway providing connecting link to off-highway motor vehicle uses; designation for combined use; conditions; proposals; approval by Commissioner of Highway Patrol

Effective: January 1, 2012

Currentness

(a) In addition to Section 38025 and after complying with subdivision (c) of this section, if a local authority, an agency of the federal government, or the Director of Parks and Recreation finds that a highway, or a portion of a highway, under the jurisdiction of the authority, agency, or the director, as the case may be, is located in a manner that provides a connecting link between off-highway motor vehicle trail segments, between an off-highway motor vehicle recreational use area and necessary service facilities, or between lodging facilities and an off-highway motor vehicle recreational facility and if it is found that the highway is designed and constructed so as to safely permit the use of regular vehicular traffic and also the driving of off-highway motor vehicles on that highway, the local authority, by resolution or ordinance, agency of the federal government, or the Director of Parks and Recreation, as the case may be, may designate that highway, or a portion of a highway, for combined use and shall prescribe rules and regulations therefor. A highway, or portion of a highway, shall not be so designated for a distance of more than three miles, except as provided in Section 38026.1. A freeway shall not be designated under this section.

(b) The Off-Highway Motor Vehicle Recreation Commission may propose highway segments for consideration by local authorities, an agency of the federal government, or the Director of Parks and Recreation for combined use.

(c) Prior to designating a highway or portion of a highway on the motion of the local authority, an agency of the federal government, or the Director of Parks and Recreation, or as a recommendation of the Off-Highway Motor Vehicle Recreation Commission, a local authority, an agency of the federal government, or the Director of Parks and Recreation shall notify the Commissioner of the California Highway Patrol, and shall not designate any segment pursuant to subdivision (a) which, in the opinion of the commissioner, would create a potential traffic safety hazard.

(d)(1) A designation of a highway, or a portion of a highway, under subdivision (a) shall become effective upon the erection of appropriate signs of a type approved by the Department of Transportation on and along the highway, or portion of the highway.

(2) The cost of the signs shall be reimbursed from the Off-Highway Vehicle Trust Fund, when appropriated by the Legislature, or by expenditure of funds from a grant or cooperative agreement made pursuant to Section 5090.50 of the Public Resources Code.

Credits

(Added by Stats.1985, c. 676, § 1. Amended by Stats.1987, c. 44, § 3; Stats.2002, c. 563 (A.B.2274), § 39; Stats.2011, c. 532 (A.B.628), § 3.)

West's Ann. Cal. Vehicle Code § 38026, CA VEHICLE § 38026

Current with urgency legislation through Ch. 1 of 2022 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

© 2022 Thomson Reuters. No claim to original U.S. Government Works.



County of Inyo
PUBLIC WORKS DEPARTMENT
P.O. DRAWER Q
INDEPENDENCE, CALIFORNIA 93526
(760) 878-0201
(760) 878-2001 FAX

Michael Errante, Public Works Director
John Pinckney, Deputy Director

California Highway Patrol Commissioner
Amanda L. Ray
California Highway Patrol Headquarters
601 North 7th Street
Sacramento, CA 95811

Commissioner Ray,

California Vehicle Code § 38026 specifies that a local authority shall notify the Commissioner of the California Highway Patrol of the desire to designate a highway or portion of a highway for combined use allowing off-highway vehicles. It further states that the Commissioner shall not designate any segment which, in the opinion of the Commissioner, would create a potential traffic safety hazard.

On behalf of an Inyo County citizen, Inyo County Public Works is proposing to designate for combined use of highway four segments less than three miles each in Tecopa, California, in compliance with existing state law. Tecopa lies at the southeastern edge of Death Valley National Park in the Mojave Desert, in the southeast quarter of the southwest quarter of Section 33 of Township 21 north Range 7 east of the San Bernardino Base and Range.

The applicant is requesting to designate four segments of highway that could provide connecting links between existing off-highway motor vehicle recreational use areas with service facilities and lodging in the town of Tecopa. If approved, the applicant will provide guided off-road vehicle tours exploring the existing off-road trails, Mojave Desert ecology, Old Spanish National Historic Trail views, and mining history east and southeast of Tecopa, along the edge of the South Nopah Range. An overview of the guided routes is provided below in Figure 1.

Inyo County Public Works requests your review of the proposed combined use segments for potential traffic safety hazards. A copy of the applicable vehicle code is enclosed for convenience. Your consideration of this request is appreciated. Should you have any questions, please don't hesitate to contact me.

Sincerely,

Justine Kokx
Transportation Planner
Inyo County Public Works
PO Drawer Q
Independence, CA 93526
760-878-0202
jkokx@inyocounty.us

Attachments:

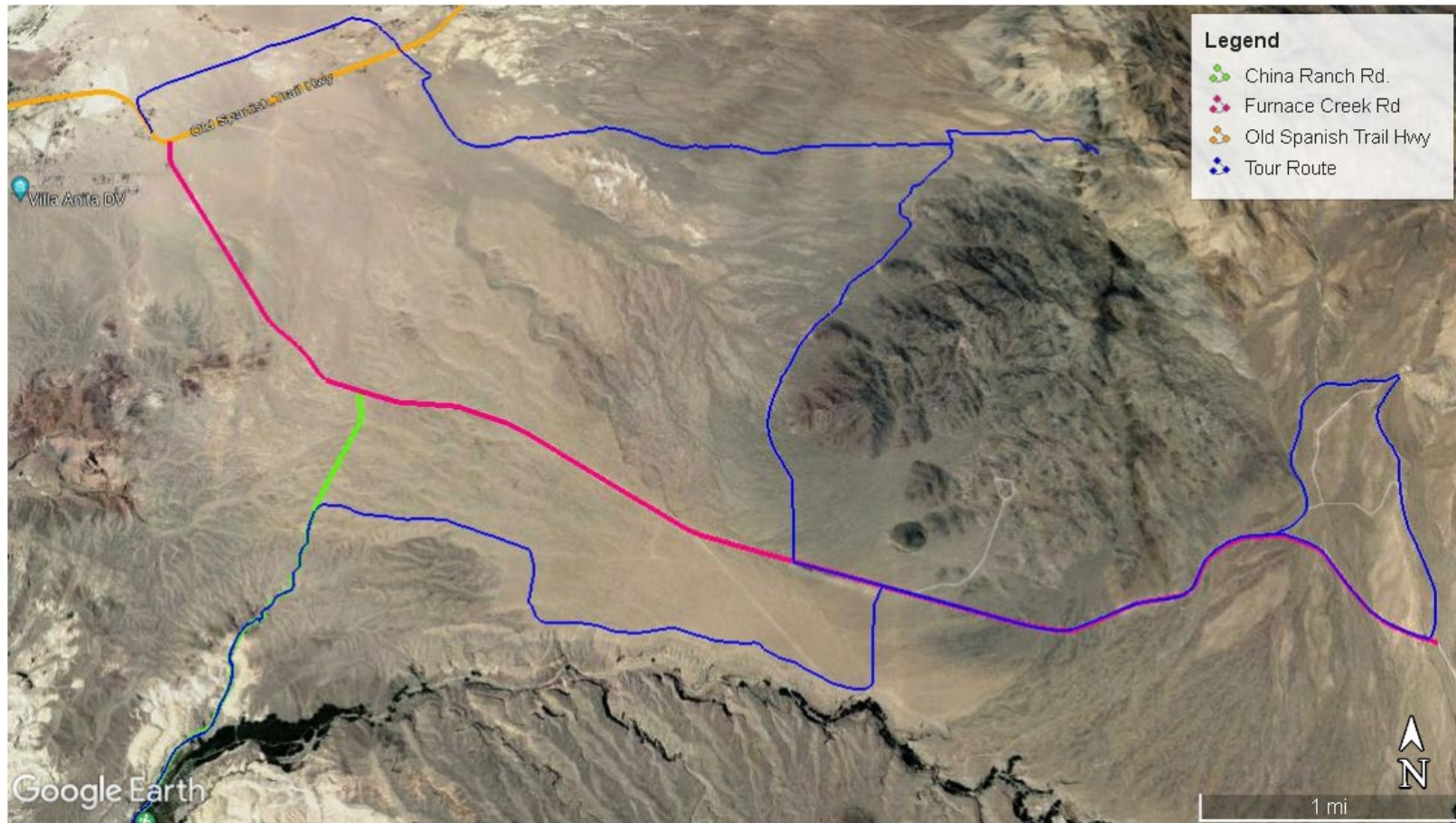
- Attachment 1 - Figures 1 – 4, Combined Use maps
- Attachment 2 - Land Use and photographs of surroundings of Segments 1 - 4
- Attachment 3 - Signage proposal
- Attachment 4 - California Vehicle Code § 38026

CC: Inyo County Public Works Director
California Highway Patrol Commander, Terry Lowther
Cynthia Kienitz

Attachment 1.

Figure 1.

Full OHV & Combined Use Map



The request for combined use includes 802-foot-long section of Old Spanish Trail (Segment 1), and a 382-foot-long section of Furnace Creek Road (Segment 2), which would provide direct access to designated off-highway vehicle trails on BLM land. Roads are 21 feet wide; Old Spanish Trail is paved; Furnace Creek Rd is unpaved.

Figure 2.



In addition to the two short segments, a 2.92-mile section of Furnace Creek Road (Segment 3) is proposed that connects to existing OHV routes and mines along the southern edge of the Nopah range, on BLM lands. Road is 21 feet wide; surface is unpaved.

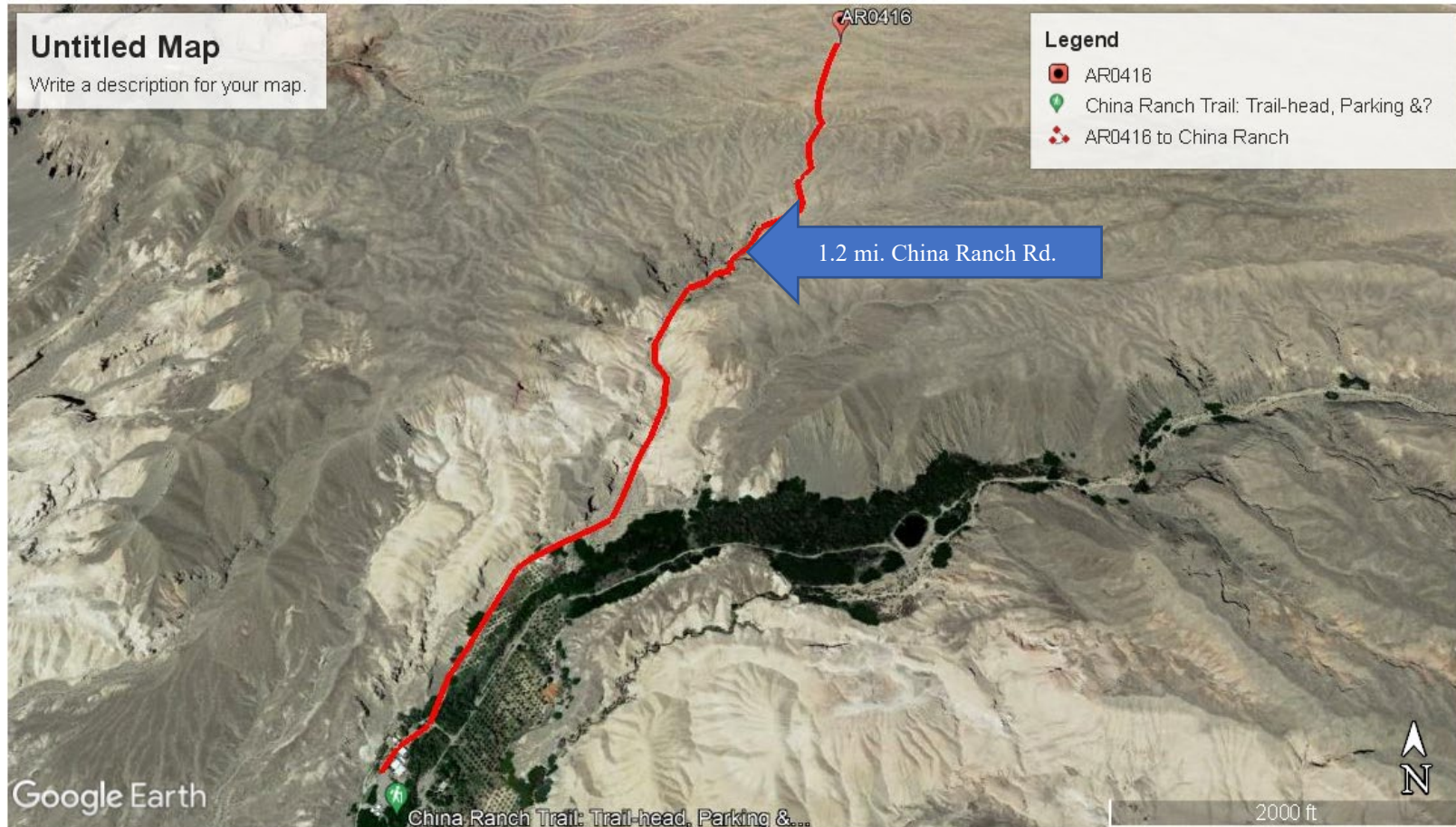
Figure 3.

2.92-mile segment of Furnace Creek Road



The fourth segment is a 1.2-mile-long stretch of China Ranch Road (Segment 4), to be accessed from existing off-road routes south to the China Ranch Date Farm. Road is 21 feet wide. The road surface is unpaved.

Figure 4.



Attachment 2.

Land Use

The land surrounding the proposed combined use routes is primarily comprised of rural and open space, the vast majority of which is owned by the Bureau of Land Management (BLM). The proposed combined use segments are adjacent to and connect to existing BLM approved OHV routes. The habitat is primarily arid with vegetation dominated by creosote bush, yucca, cacti, white bursage, Mormon tea, saltbush and blackbrush. China Ranch Rd (Segment #4) varies from the other three segments in that it narrows into a slot canyon as it approaches China Lake Ranch. The surrounding vegetation becomes riparian in nature, with cottonwoods, willows, and date palm trees.

Segment #1 Old Spanish Trail 802'

The 802-foot-long segment of Old Spanish Trail runs between three active residences and businesses (including the proponent's bed and breakfast). Surface is paved, 21 feet wide.



Segment #2 Furnace Creek Rd 382'

Surrounded by BLM land. Surface is unpaved, 21 feet wide.



Segment #3 Furnace Creek 2.92 miles

Surrounded by BLM land. Surface is unpaved, 21 feet wide.



Segment # 4 China Ranch Rd 1.2 miles

Entering China Ranch Rd from OHV Route AR0416. Unpaved surface, 21 feet wide.



Segment #4 China Ranch Rd
Entering China Ranch near end of segment 4.



Attachment 3.

Sign Proposal for Combined Use Project in Tecopa


Signage will be placed at the edge of County right-of-way at several locations along the combined-use sections to increase awareness of drivers of the presence of OHV riders, OHV highway crossings, and combined use lengths and locations.

Highway crossing sign will be placed at major intersections, and at highway crossings, specifically, at the intersection of existing BLM OHV route and Old Spanish Trail.



This symbol delineates highway crossings on the location maps.



Carsonite posts will be placed every mile along combined-use routes.  This symbol delineates locations of Carsonite reassurance markers on the location maps.



Informational signs to be placed at the beginning and end of every route.



This symbol delineates the locations of directional signage at the beginning and end of each route.

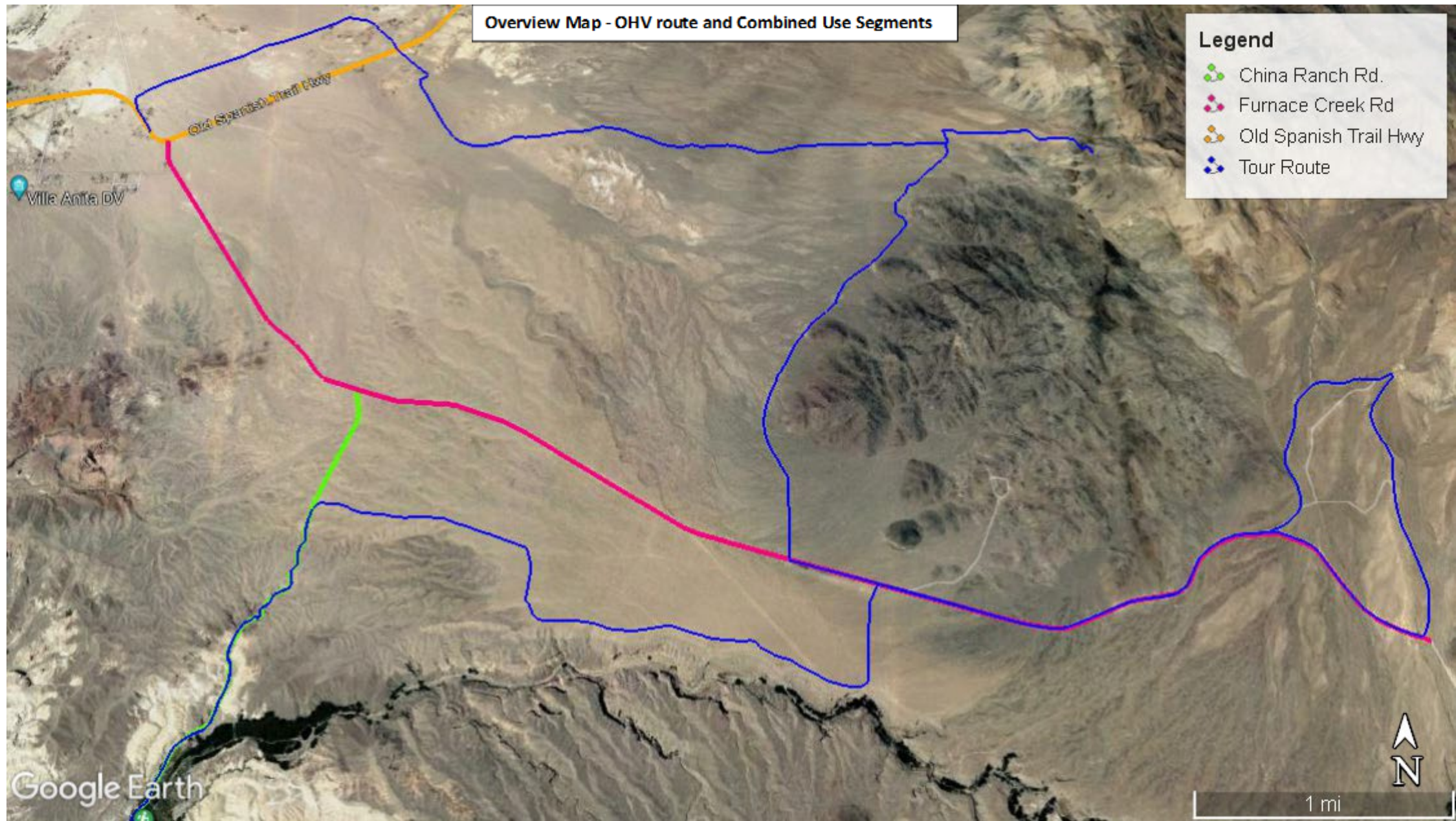


OHV Symbol signs alerting vehicles to the possibility of OHV's ahead will be placed ahead of combined use routes on Old Spanish Trail and Furnace Creek Rd.



This symbol delineates the locations of OHV Symbol/Alert signs ahead of combined use routes.





Locations of OHV Symbol signs and Directional Route signage on Old Spanish Trail and Furnace



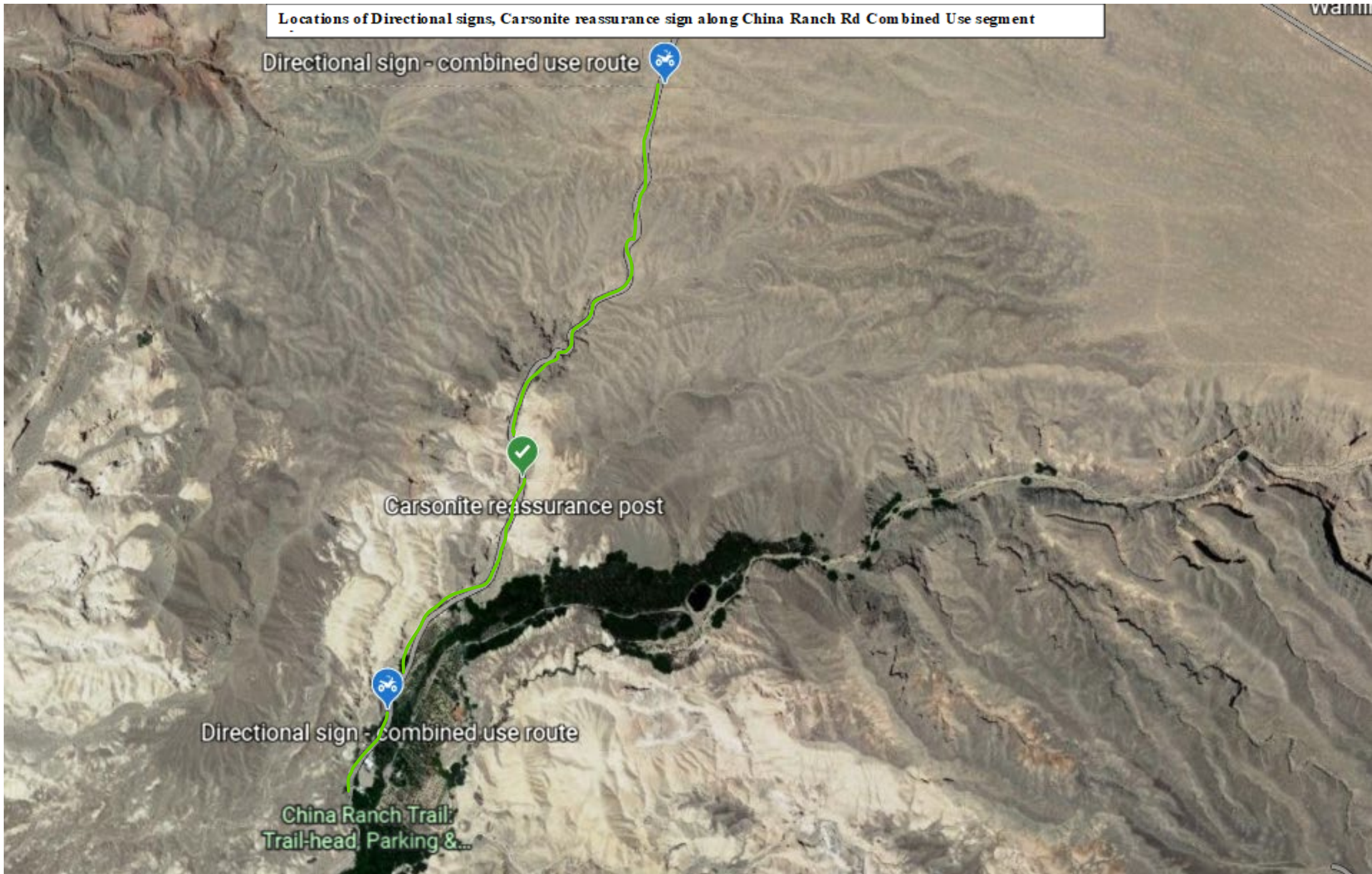
Location of OHV Crossing signs at intersection of existing BLM OHV route and Old Spanish



Locations of Directional signs, Carsonite reassurance signs, and OHV symbol sign ahead of Furnace Creek Rd Combined Use segment



Locations of Directional signs, Carsonite reassurance sign along China Ranch Rd Combined Use segment



Directional sign - combined use route

Carsonite reassurance post

Directional sign - combined use route

China Ranch Trail:
Trail-head, Parking &...

Attachment 4.

West's Ann.Cal.Vehicle Code § 38026

§ 38026. Highway providing connecting link to off-highway motor vehicle uses; designation for combined use; conditions; proposals; approval by Commissioner of Highway Patrol

Effective: January 1, 2012
Currentness

(a) In addition to Section 38025 and after complying with subdivision (c) of this section, if a local authority, an agency of the federal government, or the Director of Parks and Recreation finds that a highway, or a portion of a highway, under the jurisdiction of the authority, agency, or the director, as the case may be, is located in a manner that provides a connecting link between off-highway motor vehicle trail segments, between an off-highway motor vehicle recreational use area and necessary service facilities, or between lodging facilities and an off-highway motor vehicle recreational facility and if it is found that the highway is designed and constructed so as to safely permit the use of regular vehicular traffic and also the driving of off-highway motor vehicles on that highway, the local authority, by resolution or ordinance, agency of the federal government, or the Director of Parks and Recreation, as the case may be, may designate that highway, or a portion of a highway, for combined use and shall prescribe rules and regulations therefor. A highway, or portion of a highway, shall not be so designated for a distance of more than three miles, except as provided in Section 38026.1. A freeway shall not be designated under this section.

(b) The Off-Highway Motor Vehicle Recreation Commission may propose highway segments for consideration by local authorities, an agency of the federal government, or the Director of Parks and Recreation for combined use.

(c) Prior to designating a highway or portion of a highway on the motion of the local authority, an agency of the federal government, or the Director of Parks and Recreation, or as a recommendation of the Off-Highway Motor Vehicle Recreation Commission, a local authority, an agency of the federal government, or the Director of Parks and Recreation shall notify the Commissioner of the California Highway Patrol, and shall not designate any segment pursuant to subdivision (a) which, in the opinion of the commissioner, would create a potential traffic safety hazard.

(d)(1) A designation of a highway, or a portion of a highway, under subdivision (a) shall become effective upon the erection of appropriate signs of a type approved by the Department of Transportation on and along the highway, or portion of the highway.

(2) The cost of the signs shall be reimbursed from the Off-Highway Vehicle Trust Fund, when appropriated by the Legislature, or by expenditure of funds from a grant or cooperative agreement made pursuant to Section 5090.50 of the Public Resources Code.

Credits

(Added by Stats.1985, c. 676, § 1. Amended by Stats.1987, c. 44, § 3; Stats.2002, c. 563 (A.B.2274), § 39; Stats.2011, c. 532 (A.B.628), § 3.)

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

P. O. Box 942898
Sacramento, CA 94298-0001
(916) 843-3001
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



RECEIVED

September 16, 2022

File No.: 001.13187.A17234.061.801 2022 07006

SEP 22 2022

INYO COUNTY
PUBLIC WORKS

Deputy Director Sarah Miggins
California Department of Parks and Recreation
Off-Highway Motor Vehicle Recreation Division
715 P Street
Sacramento, CA 95814

Reference: Inyo County Designated Combined-Use Highway Application

Dear Deputy Director Miggins:

The California Highway Patrol has reviewed the attached request from Inyo County to designate four routes within the Tecopa community in Inyo County as a combined-use highway for off-highway vehicles. Based on the requirements outlined in Section 38026 of the California Vehicle Code, the request has been approved. If you have any questions, please contact Staff Services Manager II Lori Gong, of our Research and Planning Section, at (916) 843-3340.

Sincerely,

A handwritten signature in blue ink, appearing to read "A. L. Ray".

A. L. RAY
Commissioner

cc: Research and Planning Section
Inland Division
Bishop Area





County of Inyo
PUBLIC WORKS DEPARTMENT
P.O. DRAWER Q
INDEPENDENCE, CALIFORNIA 93526
(760) 878-0201
(760) 878-2001 FAX

Michael Errante, Public Works Director
John Pinckney, Deputy Director

California Highway Patrol Commissioner
Amanda L. Ray
California Highway Patrol Headquarters
601 North 7th Street
Sacramento, CA 95811

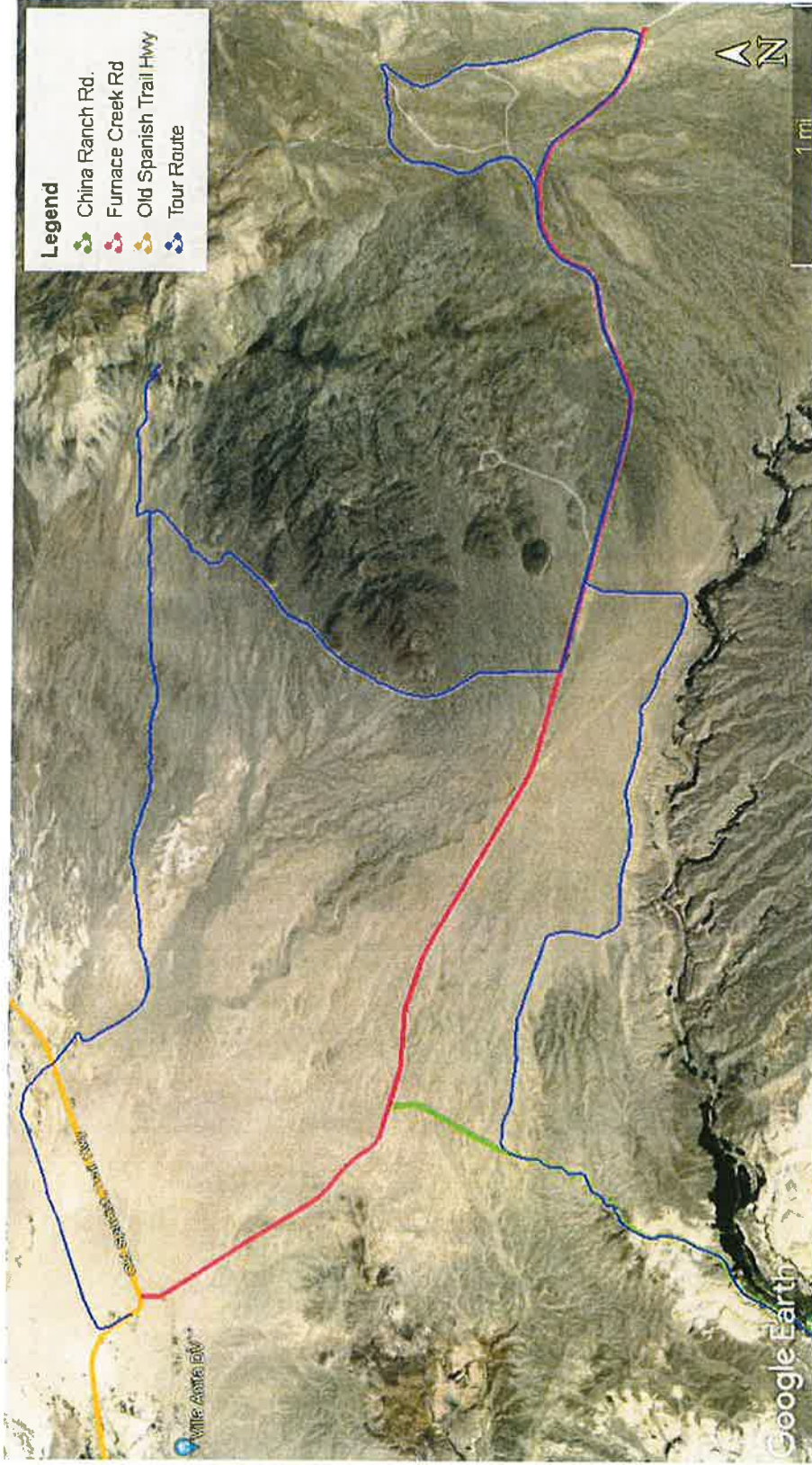
Commissioner Ray,

California Vehicle Code § 38026 specifies that a local authority shall notify the Commissioner of the California Highway Patrol of the desire to designate a highway or portion of a highway for combined use allowing off-highway vehicles. It further states that the Commissioner shall not designate any segment which, in the opinion of the Commissioner, would create a potential traffic safety hazard.

On behalf of an Inyo County citizen, Inyo County Public Works is proposing to designate for combined use of highway four segments less than three miles each in Tecopa, California, in compliance with existing state law. Tecopa lies at the southeastern edge of Death Valley National Park in the Mojave Desert, in the southeast quarter of the southwest quarter of Section 33 of Township 21 north Range 7 east of the San Bernardino Base and Range.

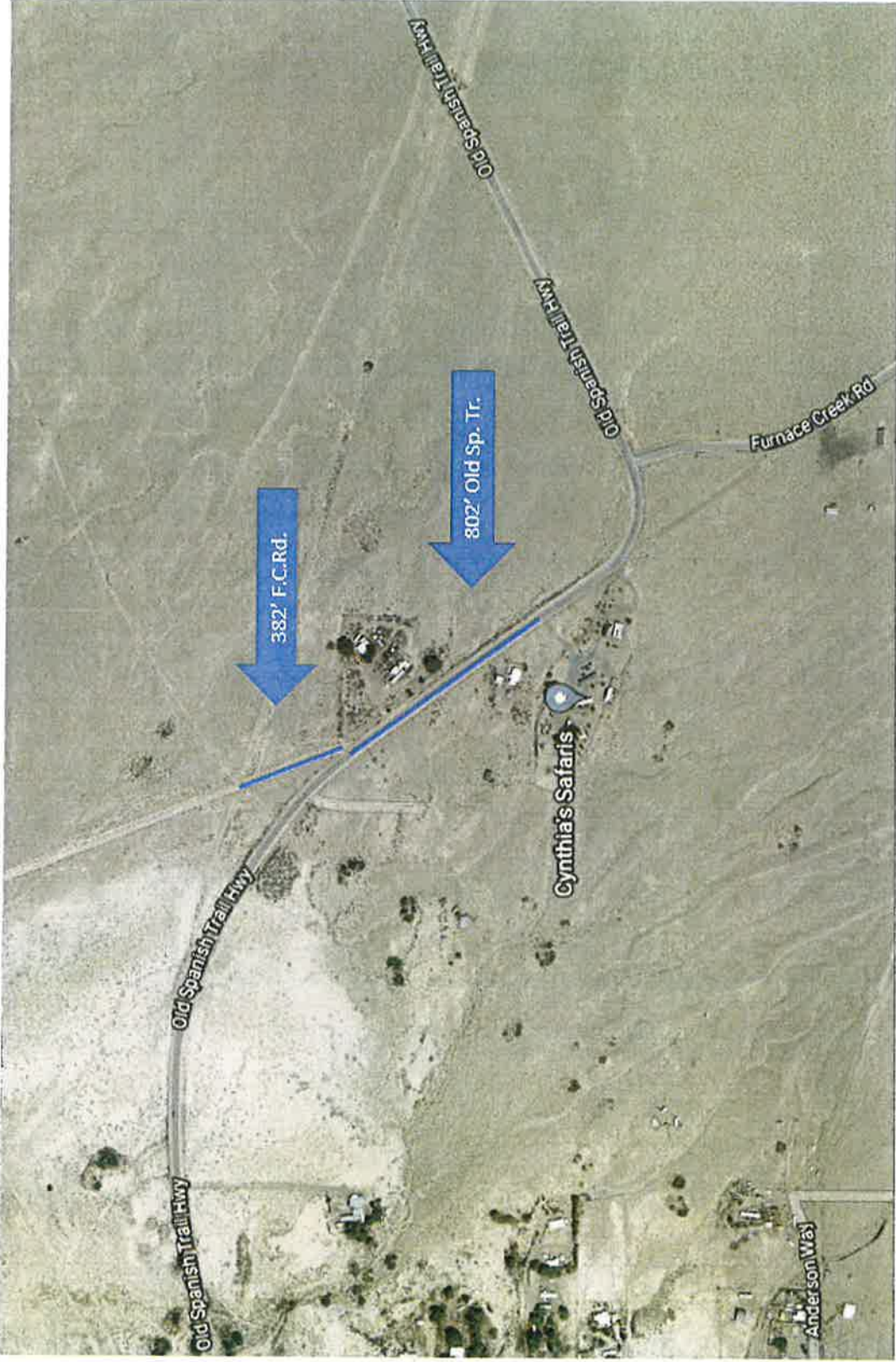
The applicant is requesting to designate four segments of highway that could provide connecting links between existing off-highway motor vehicle recreational use areas with service facilities and lodging in the town of Tecopa. If approved, the applicant will provide guided off-road vehicle tours exploring the existing off-road trails, Mojave Desert ecology, Old Spanish National Historic Trail views, and mining history east and southeast of Tecopa, along the edge of the South Nopah Range. An overview of the guided routes is provided below in Figure 1.

Figure 1.
Full OHV Route Map



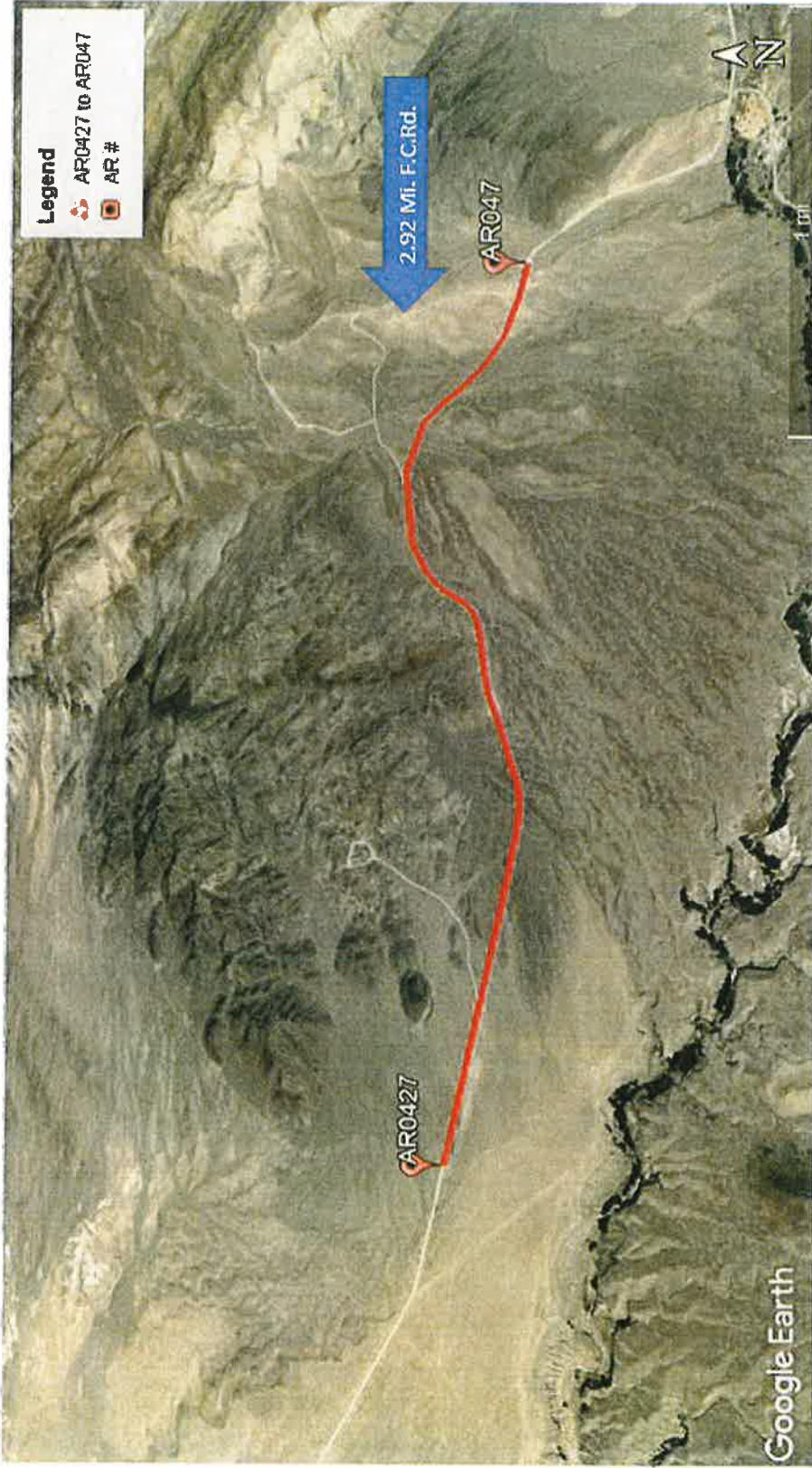
The request for combined use includes 802-foot-long section of Old Spanish Trail, and a 382-foot-long section of Furnace Creek Road, which would provide direct access to designated off-highway vehicle trails on BLM land.

Figure 2.



In addition to the two short segments, a 2.92-mile section of Furnace Creek Road is proposed that connects to existing OHV routes and mines along the southern edge of the Nopah range, on BLM lands.

Figure 3.
2.92-mile segment of Furnace Creek Road



The fourth segment is a 1.2-mile-long stretch of China Ranch Road, to be accessed from existing off-road routes south to the China Ranch Date Farm.

Figure 4.



Inyo County Public Works requests your Commissioner's review of the proposed combined use segments for potential traffic safety hazards. A copy of the applicable vehicle code is enclosed for convenience. Your consideration of this request is appreciated. Should you have any questions, please don't hesitate to contact me.

Sincerely,

Justine Kokx
Transportation Planner
Inyo County Public Works
PO Drawer Q
Independence, CA 93526
760-878-0202
jkokx@inyocounty.us

CC: Inyo County Public Works Director
California Highway Patrol Commander, Terry Lowther
Cynthia Kienitz

West's Ann.Cal.Vehicle Code § 38026

§ 38026. Highway providing connecting link to off-highway motor vehicle uses; designation for combined use; conditions; proposals; approval by Commissioner of Highway Patrol

Effective: January 1, 2012

Currentness

(a) In addition to Section 38025 and after complying with subdivision (c) of this section, if a local authority, an agency of the federal government, or the Director of Parks and Recreation finds that a highway, or a portion of a highway, under the jurisdiction of the authority, agency, or the director, as the case may be, is located in a manner that provides a connecting link between off-highway motor vehicle trail segments, between an off-highway motor vehicle recreational use area and necessary service facilities, or between lodging facilities and an off-highway motor vehicle recreational facility and if it is found that the highway is designed and constructed so as to safely permit the use of regular vehicular traffic and also the driving of off-highway motor vehicles on that highway, the local authority, by resolution or ordinance, agency of the federal government, or the Director of Parks and Recreation, as the case may be, may designate that highway, or a portion of a highway, for combined use and shall prescribe rules and regulations therefor. A highway, or portion of a highway, shall not be so designated for a distance of more than three miles, except as provided in Section 38026.1. A freeway shall not be designated under this section.

(b) The Off-Highway Motor Vehicle Recreation Commission may propose highway segments for consideration by local authorities, an agency of the federal government, or the Director of Parks and Recreation for combined use.

(c) Prior to designating a highway or portion of a highway on the motion of the local authority, an agency of the federal government, or the Director of Parks and Recreation, or as a recommendation of the Off-Highway Motor Vehicle Recreation Commission, a local authority, an agency of the federal government, or the Director of Parks and Recreation shall notify the Commissioner of the California Highway Patrol, and shall not designate any segment pursuant to subdivision (a) which, in the opinion of the commissioner, would create a potential traffic safety hazard.

(d)(1) A designation of a highway, or a portion of a highway, under subdivision (a) shall become effective upon the erection of appropriate signs of a type approved by the Department of Transportation on and along the highway, or portion of the highway.

(2) The cost of the signs shall be reimbursed from the Off-Highway Vehicle Trust Fund, when appropriated by the Legislature, or by expenditure of funds from a grant or cooperative agreement made pursuant to Section 5090.50 of the Public Resources Code.

Credits

(Added by Stats.1985, c. 676, § 1. Amended by Stats.1987, c. 44, § 3; Stats.2002, c. 563 (A.B.2274), § 39; Stats.2011, c. 532 (A.B.628), § 3.)

To: Inyo County Board of Supervisors

I/we Ryan Hunter endorse and support
Cynthia Kienitz's request for the Inyo Board of Supervisors to approve the agreement between the
County of Inyo and Cynthia Kienitz of Tecopa, California for the provision of California Environmental
Quality Act (CEQA) for the purpose of combined use of four segments of highway in Tecopa, California.

Signature: Ryan Hunter

Name: Ryan Hunter

Date: 8 Nov. 2022

Business: First Class Care

To: Inyo County Board of Supervisors

I/we Dwayne Techart endorse and support
Cynthia Kienitz's request for the Inyo Board of Supervisors to approve the agreement between the
County of Inyo and Cynthia Kienitz of Tecopa, California for the provision of California Environmental
Quality Act (CEQA) for the purpose of combined use of four segments of highway in Tecopa, California.

Signature: Dwayne Techart

Name: Dwayne Techart

Date: 11/04/2022

Business: ADT Resources, Inc

To: Inyo County Board of Supervisors

I/we Ray Watson / Premier Real Estate Investments endorse and support Cynthia Kienitz's request for the Inyo Board of Supervisors to approve the agreement between the County of Inyo and Cynthia Kienitz of Tecopa, California for the provision of California Environmental Quality Act (CEQA) for the purpose of combined use of four segments of highway in Tecopa, California.

Signature: 


Name: Ray Watson

Date: 11-5-22

Business: Premier Real Estate Investments

To: Inyo County Board of Supervisors

I/we John D. Kruse endorse and support Cynthia Kienitz's request for the Inyo Board of Supervisors to approve the agreement between the County of Inyo and Cynthia Kienitz of Tecopa, California for the provision of California Environmental Quality Act (CEQA) for the purpose of combined use of four segments of highway in Tecopa, California.

Signature:  _____

Name: John D. Kruse _____

Date: 11/08/2022 _____

Business: U.S.A.F. Retired Member American legion _____

To: Inyo County Board of Supervisors

I/we Karen Cordell _____ endorse and support
Cynthia Kienitz's request for the Inyo Board of Supervisors to approve the agreement between the
County of Inyo and Cynthia Kienitz of Tecopa, California for the provision of California Environmental
Quality Act (CEQA) for the purpose of combined use of four segments of highway in Tecopa, California.

Signature: Karen Cordell _____

Name: Karen Cordell _____

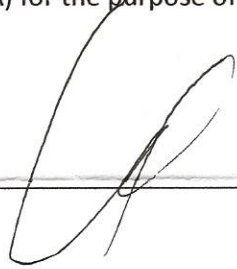
Date: 11-9-2022 _____

Business: Karen Cordell dba Rocky Mountain
Essential Oils

To: Inyo County Board of Supervisors

I/we David Choate endorse and support
Cynthia Kienitz's request for the Inyo Board of Supervisors to approve the agreement between the
County of Inyo and Cynthia Kienitz of Tecopa, California for the provision of California Environmental
Quality Act (CEQA) for the purpose of combined use of four segments of highway in Tecopa, California.

Signature: _____



Name: _____

David Choate

Date: _____

11/10/2022

Business: _____

Choate Appraisal Services

To: Inyo County Board of Supervisors

I, CESARE SEGALINI endorse and support Cynthia Kienitz's request for the Inyo Board of Supervisors to approve the agreement between the County of Inyo and Cynthia Kienitz of Tecopa, California for the provision of California Environmental Quality Act (CEQA) for the purpose of combined use of four segments of highway in Tecopa, California.

Signature: _____

A handwritten signature in black ink, appearing to read "C Segalini", written over a horizontal line.

Name: Cesare Segalini

Date: 4 November 2022 A.D.

Business: Military Retiree, and Member of the Old Spanish Trail Association

To: Inyo County Board of Supervisors

I/we Marli Miller endorse and support
Cynthia Kienitz's request for the Inyo Board of Supervisors to approve the agreement between the
County of Inyo and Cynthia Kienitz of Tecopa, California for the provision of California Environmental
Quality Act (CEQA) for the purpose of combined use of four segments of highway in Tecopa, California.

Signature: Marli Miller


Name: Marli Miller

Date: November 6, 2022

Business: Geologist - U of Oregon

To: Inyo County Board of Supervisors

I/we Spencer & Brenda McNeal endorse and support
Cynthia Kienitz's request for the Inyo Board of Supervisors to approve the agreement between the
County of Inyo and Cynthia Kienitz of Tecopa, California for the provision of California Environmental
Quality Act (CEQA) for the purpose of combined use of four segments of highway in Tecopa, California.

Signature:  

Name: Spencer McNeal

Date: 10/31/2022

Business: Death Valley Hot Springs

Inyo County Board of Supervisors
224 N Edwards St, Independence, CA 93526
Re: Cynthia Kienitz's request to designate combined use for 4 segments of Highway in Tecopa

November 20, 2022

Dear Board of Supervisors:

I have known Cynthia Kienitz for more than 20 years and believe in her mission of educating people about the diverse and fascinating ecology and geology of the Amargosa region near Tecopa, California. I visit the area frequently, as I am a geologist and teacher from the University of Oregon and have pursued much of my research in Death Valley. Over the years, she and I have formed a loose collaboration in that she has taken me into the field near Tecopa and I have helped her understand some of the geology. In turn, she has taught me about much of the vegetation and animal life –and we have had many productive conversations about the most meaningful ways to educate the public.

Because this rugged region is otherwise so difficult to access, I fully support Cynthia's goal of combining use on the highway road segments near Tecopa. With the designation, there will be far more clarity, inclusivity, and safety when it comes to off-road use in the area.

Thank you,



Marli Miller
Senior Instructor II/Research Associate Professor
University of Oregon



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 29, 2022

FROM: Nate Greenberg

SUBJECT: TBC

RECOMMENDED ACTION:

Request Board adopt an interim ordinance temporarily suspending new short-term rentals of residential units in all land use designations within the unincorporated area of the County.

SUMMARY/JUSTIFICATION:

Staff updated the Board on October 25, 2022 on the status of Short-Term Rentals in the unincorporated area of the County and presented the Board with several options relating to ongoing management of new short-term rental applications in light of the County's ongoing housing shortage. Amongst the options presented, was approval of new areas designated for short-term rentals, based on cannabis license areas and other criteria, which included a comparison of existing housing units to the number of short-term rentals by area. Area 4, as presented, included Lone Pine and the Alabama Hills and had the highest concentration of short-term rental permits at 5%. The remaining three areas had percentages lower than the County's overall percentage of 1.9%. Rather than adopt the areas as presented, the Board directed staff to return with the adjusted areas as well as make additional recommendations for amending the County's short-term rental ordinance, including a possible new requirement that all short-term rental operations obtain a business license from the County.

Staff has continued to work on adjusted areas as well as proposed amendments to the short-term rental ordinance, but needs more time to prepare a comprehensive package for the Board. In light of this, and the urgency of preserving long-term housing for County residents in the meantime, staff is recommending the Board adopt an interim ordinance temporarily suspending the processing of any new short-term rental applications until a comprehensive amendment package is finalized.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not adopt ordinance; direct staff to return with alternative recommendations.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Proposed Interim Ordinance

APPROVALS:

Christian Milovich	Created/Initiated - 11/21/2022
Darcy Ellis	Approved - 11/21/2022
Cathreen Richards	Approved - 11/21/2022
Christian Milovich	Approved - 11/22/2022
John Vallejo	Approved - 11/22/2022
Nate Greenberg	Approved - 11/22/2022
Amy Shepherd	Final Approval - 11/22/2022

ORDINANCE NO. _____

AN INTERIM ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS TEMPORARILY SUSPENDING NEW SHORT-TERM RENTALS IN ALL LAND USE DESIGNATIONS THROUGHOUT THE UNINCORPORATED AREA OF THE COUNTY

WHEREAS, Government Code §65858(a) authorizes the adoption of an interim ordinance as an urgency measure, without following the procedures otherwise required prior to the adoption of a zoning ordinance, to prohibit any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the Board of Supervisors, planning commission or planning department is considering or studying or intends to study within a reasonable time, when necessary to protect the public safety, health, and welfare; and

WHEREAS, the lack of affordable housing for workforce and full-time residents in Inyo County is a current and immediate threat to the public health, safety and welfare, and may be intensified by the loss of residential units to nightly rental uses; and

WHEREAS, the Board has identified a need to preserve the availability of long-term residential housing by limiting short-term rentals; and

WHEREAS, in order to preserve residential housing for potential long-term use while staff and decision makers study the impact of nightly rentals on residential and workforce housing and develop a comprehensive housing strategy for the unincorporated county, including the creation of designated areas, specific to Short-Term Rentals, and any adjustments to the regulation of nightly rentals, the Board of Supervisors desires to temporarily suspend processing new applications for short-term rentals of residential dwelling units in all land use designations throughout the unincorporated area of the County; and

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO FINDS AND ORDAINS AS FOLLOWS:

SECTION ONE: There is a current and immediate threat to the public health, safety and welfare as a result of the continuing use of single-family residential housing units within unincorporated Inyo County into short-term rentals. Such use negatively impacts the amount of available long-term housing for residents. Therefore, County processing and/or approval of short-term or transient rental applications for single-family residential units should be temporarily suspended in order to preserve existing housing inventory and protect the public safety, health, and welfare of the residents of Inyo County while the County creates designated, short-term rental areas and analyzes possible revisions to its regulations regarding such uses.

SECTION TWO: No applications for short-term rentals under Chapter 18.73 of the Inyo County Code shall be accepted for processing as of the effective date of this Ordinance. Any application received prior to that date shall be processed in accordance with County standards in effect at the time of submission. This action is taken to allow for the proper study by staff and decision makers of the impacts of short-term rentals and potential options for modifying the County’s existing regulations, while preserving existing long-term housing options by preventing residential housing units from receiving approvals to operate as short-term rentals.

SECTION THREE: During the suspension, staff shall develop short-term rental areas throughout the unincorporated area of the County, analyze the impacts of short-term rentals on long-term housing availability within Inyo County and evaluate possible modification to Chapter 18.73 of the Inyo County Code or other applicable regulations.

SECTION FOUR: This ordinance shall become effective upon adoption as an urgency measure pursuant to Government Code sections 65858(a) and 25123(d) and shall remain in effect, unless extended as allowed by law, for 45 calendar days. The Clerk of the Board of Supervisors shall post this ordinance and also publish it or a summary thereof in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption.

PASSED, APPROVED AND ADOPTED THIS __ DAY OF _____, 2022.

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

Jennifer Roeser, Interim Chair
Inyo County Board of Supervisors

ATTEST:

By: _____



County of Inyo

Water Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 29, 2022

FROM: Aaron Steinwand

SUBJECT: Approval of Contract for Water Department Deputy Director

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Dr. Holly Alpert for the provision of professional services as the Deputy Director for the Water Department at Range 88, Step C, \$8,725 per month, effective December 8, 2022.

SUMMARY/JUSTIFICATION:

Two candidates for the Deputy Water Director position were interviewed in October by a panel including the Water Director, County Counsel, and County Administrator. While both candidates had excellent qualities applicable to the position, Dr. Alpert's educational background and extensive experience in water issues in the Eastern Sierra indicated that she was the best candidate for the position. The Water Department requests your Board approve the contract for personnel services and authorize the County Administrator to sign.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this contract is not approved, the Department would continue process to fill the vacancy.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Filing this position was included in the 2022-2023 Water Department budget.

ATTACHMENTS:

1. Water Department Deputy Director Contract

APPROVALS:

Aaron Steinwand

Created/Initiated - 11/15/2022

Darcy Ellis
Aaron Steinwand
Keri Oney
John Vallejo
Amy Shepherd

Approved - 11/15/2022
Approved - 11/16/2022
Approved - 11/21/2022
Approved - 11/21/2022
Final Approval - 11/21/2022

**AGREEMENT BETWEEN COUNTY OF INYO
AND HOLLY ALPERT
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY WATER DIRECTOR**

INTRODUCTION

WHEREAS, HOLLY ALPERT (hereinafter referred to as "Deputy Water Director") has been or will be duly appointed as a Deputy Water Director for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Deputy Water Director desire to set forth the manner and means by which Deputy Water Director will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Deputy Water Director hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy Water Director shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by Deputy Water Director under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

Deputy Water Director will report directly to and shall work under the direction of the Water Director. As the County's Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions in consultation with the Water Director.

3. TERM.

The term of this Agreement shall be from December 8, 2022 until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy Water Director 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 Deputy Water Director.

B. Travel and Per Diem. County shall reimburse Deputy Water Director for the travel expenses and per diem which Deputy Water Director incurs in providing services and work under this Agreement. 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 Deputy Water Director for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Deputy Water Director without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy Water Director 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.

D. Manner of Payment. Deputy Water Director will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Deputy Water Director by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

Deputy Water Director's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Deputy Water Director that the performance of these services and work will require a varied schedule. Deputy Water Director, in arranging her schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy Water Director to provide the services and work described in Attachment A must be procured by Deputy Water Director and be valid at the time Deputy Water Director enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy Water Director 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, and professional licenses or certificates. Deputy Water Director will provide County, at County's request, 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 Deputy Water Director 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.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy Water Director with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy Water Director to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy Water Director by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy Water Director will use reasonable care to protect, safeguard and maintain such items while they are in Deputy Water Director's possession.

B. Products of Deputy Water Director '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 or product of, Deputy Water Director'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, Deputy Water Director will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy Water Director for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Deputy Water Director for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

In the event the Deputy Water Director is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Deputy Water Director harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Deputy Water Director's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy Water Director ninety (90) days written notice of such intent to terminate. Deputy Water Director may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

This is an agreement for the personal services of Deputy Water Director. County has relied upon the skills, knowledge, experience, and training of Deputy Water Director as an inducement to enter into this Agreement. Deputy Water Director shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

13. NONDISCRIMINATION.

Deputy Water Director agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy Water Director agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy Water Director only as allowed by law.

15. CONFLICTS.

Deputy Water Director agrees that Deputy Water Director 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. Deputy Water Director agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Deputy Water Director 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, Deputy Water Director 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, Deputy Water Director by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Deputy Water Director or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first-class mail to the respective parties as follows:

County of Inyo	
<u>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Mailing Address
<u>Independence, CA 93526</u>	City and State

Deputy Water Director	
<u>Holly Alpert</u>	Name
<u>3577 Majestic Way</u>	Street
<u>Bishop, CA 93514</u>	City and State

29. ENTIRE AGREEMENT.

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

///

///

**AGREEMENT BETWEEN COUNTY OF INYO
AND HOLLY ALPERT
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY WATER DIRECTOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
29th DAY OF November, 2022.

COUNTY OF INYO

DEPUTY WATER DIRECTOR

By: _____

By: Holly Alpert
Print or Type Name

Dated: _____



Signature

Dated: November 14, 2022

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Personnel Services

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND HOLLY ALPERT
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY WATER DIRECTOR

TERM:

FROM: December 8, 2022 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy Water Director shall perform the duties and responsibilities as identified in the job description for Deputy Water Director incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND HOLLY ALPERT
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY WATER DIRECTOR**

TERM:

FROM December 8, 2022 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy Water Director shall be compensated at Range 88 Step C and be paid \$8,725 per month and shall be paid every two weeks on County paydays and be eligible for Merit Advancement as outlined in the Personnel Rules and Regulations.
2. The Water Director will review Deputy Water Director performance annually.
3. Except as otherwise provided in this contract, Deputy Water Director Services shall be compensated and receive benefits according to Inyo County Resolution Number 2021-38 or a successor resolution applicable to Management Employees.
4. Deputy Water Director is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The Administrative leave shall have no cash value.
5. County will provide and maintain a motor vehicle for Deputy Water Director's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility.
6. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND HOLLY ALPERT
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY WATER DIRECTOR

TERM:

FROM: December 8, 2022 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Deputy Water Director for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Deputy Water Director will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\\\\ NOTHING FOLLOWS\\\\\\



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: November 29, 2022

FROM: Melissa Best-Baker

SUBJECT: Change in Authorized Strength of the Health and Human Services Department

RECOMMENDED ACTION:

Request Board change the Authorized Strength in the Health and Human Services Department by adding one (1) Integrated Case Worker I at Range 60 (\$4,064-\$4,937) or an Integrated Case Worker II at Range 64 (\$4,461-\$5,419), depending on qualifications.

SUMMARY/JUSTIFICATION:

AB 133 mandates that all counties implement pre-release Medi-Cal enrollment processes by January 1, 2023. The goal of the mandate is to ensure that the majority of incarcerated adults, as well as detained juveniles who are eligible for Medi-Cal and are in need of ongoing physical or behavioral health treatment receive timely access to Medi-Cal services upon release from incarceration. Health and Human Services (HHS), working with the Sheriff and Probation Departments, identified the need for a dedicated Integrated Case Worker (ICW) to work with incarcerated individuals or the families of detained juveniles on updating or applying for Medi-Cal and other social services programs. The dedicated ICW would also ensure that all of the new regulatory mandates regarding suspending and activating Medi-Cal for this population, including meeting the required timeframes, are met. In addition, this position would be able to provide inmates with work readiness education prior to release.

HHS has received a planning allocation from the Department of Health Care Services to build capacity to meet this mandate. Round 2 funding will be for implementation and is being released next year.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

We will have to work with other departments and determine another way to meet this new requirement.

OTHER AGENCY INVOLVEMENT:

Inyo County Sheriff and Probation Departments

FINANCING:

State funding. The planning allocation has been received and will be placed in a separate trust and transferred to

cover the new position's salary and benefits in the Health (045100) budget. No County General Funds.

ATTACHMENTS:

APPROVALS:

Melissa Best-Baker
Darcy Ellis
Marilyn Mann
Keri Oney
Amy Shepherd
Marilyn Mann

Created/Initiated - 10/29/2022
Approved - 11/1/2022
Approved - 11/15/2022
Approved - 11/21/2022
Approved - 11/21/2022
Final Approval - 11/21/2022



County of Inyo



County Administrator - Emergency Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 29, 2022

FROM: Mikaela Torres

SUBJECT: Approval of Budget Amendment for Hazard Mitigation Grant Program Funding

RECOMMENDED ACTION:

Request Board:

- A) Amend the Fiscal Year 2022-2023 Office of Emergency Services Budget (023700) as follows: increase estimated revenues in Office of Emergency Services Budget (023700) in State Grants (4498) by \$112,500; and increase appropriations in Office of Emergency Services Budget (023700) Professional Services by \$112,500 (4/5ths vote required); and
- B) Authorize the receipt of the Hazard Mitigation grant allocation in the amount of \$112,500; and
- C) Approve and authorize the Chairperson to sign Governing Board Resolution No. 2022-49 in order to authorize the Inyo County Administrative Officer, as the designated Director of Emergency services and Authorized Agent, to enter into an agreement with the California Office of Emergency Services.

SUMMARY/JUSTIFICATION:

Inyo County's current Community Wildfire Protection Plan (CWPP) was developed in 2009 and is now over 12 years old. As this plan is vital to community wildfire preparedness, the Office of Emergency Services applied for Hazard Mitigation Grant Program funding to update the CWPP. This grant, if accepted, will fund a county contractor/consultant to update the CWPP, which will include the development of a Planning Team, as well as education and outreach to stakeholders. The contractor/consultant will conduct a thorough and comprehensive reassessment of the Operational Area's Wildland Urban Interface (WUI) area using scientific methodology with GIS resources to clearly define existing problem areas and to identify proactive mitigation strategies to implement. The final CWPP will include:

- a hazard and risk assessment, which includes community-based maps with data sets and layers that identify:
 - areas of inhabited risk,
 - areas that contain critical infrastructure,
 - areas at risk for large-scale fire disturbance,
 - areas that contain already treated fuel hazards, homes, business, and essential infrastructure at risk, and
 - other community values at risk;
- prioritized recommended fuel reduction treatments for each community;
- recommended methods of treatment to protect each community and infrastructure;
- recommended hazard reduction priorities and recommendations to reduce the ignitability of structures; and
- identified local preparedness and firefighting capabilities, which include a proximity analysis of fire departments

and response.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to accept the Hazard Mitigation Grant Program grant allocation, but this alternative is not recommended. Receiving these funds provides Inyo County with an opportunity to update the 12-year-old Community Wildfire Protection Plan (CWPP), which services as a community-based plan focused on identifying and addressing local hazards and risks from wildfire. The CWPP determines what is at risk and provides a roadmap of actions for a community to address the wildfire threat.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The Hazard Mitigation Grant Program allocation is a one-time funding opportunity. There is a 25% match requirement for this allocation (\$37,500). The match funding will be discussed and budgeted during the 2022-2023 Mid-Year Financial Review. The Performance Period for this project is 36 months and must be completed by November 4, 2025. These funds will be administered through the General Relief Budget #023700, by the Inyo County Office of Emergency Services and must follow the same government cost principles, uniform administrative requirements, and audit requirements for federal grant programs as set forth in Title 2, Part 200 of the Code of Federal Regulations.

ATTACHMENTS:

1. Resolution
2. Approval Letter

APPROVALS:

Mikaela Torres	Created/Initiated - 11/22/2022
Mikaela Torres	Approved - 11/22/2022
John Vallejo	Approved - 11/22/2022
Amy Shepherd	Approved - 11/22/2022
Denelle Carrington	Approved - 11/22/2022
Darcy Ellis	Final Approval - 11/22/2022

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR
NON-STATE AGENCIES**

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____,
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the _____, a public entity established under the
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this ___ day of _____, 20 ____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and
(Name of Applicant)

correct copy of a resolution passed and approved by the _____
(Governing Body)

of the _____ on the _____ day of _____, 20 ____.
(Name of Applicant)

(Signature)

(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130 - Instructions

Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



November 15, 2022

Leslie Chapman
Director of Emergency Services
Inyo County
124 North Edwards Street
Independence, CA 93526

Subject: **Notification of Subapplication Approval**
Hazard Mitigation Grant Program
FEMA-**4558**-DR-CA, Project #**PL0744**, FIPS #**027-00000**
Supplement #**62**

Dear Ms. Chapman:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved your organization's subaward application in the amount of **\$112,500.00**. A copy of the FEMA award package is enclosed for your records. In order to receive payment as a grant subrecipient, your organization must have the following on file with the Recovery Financial Processing Unit:

- A valid, current (approved within the last 3 years) Governing Body Resolution
- A Project Assurances for Federal Assistance agreement
- A Supplemental Grant Subaward Information sheet
- A current Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure form. This form must be submitted each fiscal year.
- An active registration with the federal System for Award Management (SAM) website. The registration must remain active for the duration of this grant subaward.

For your convenience, this subapplication approval package includes the required post-obligation documents as well as guides to completing and renewing a SAM registration. Please complete the documents and mail copies to the address listed at the end of this letter, keeping the originals with your records. Alternatively, you may scan and email the completed documents to the Recovery Financial Processing Unit at HMGrantsPayments@CalOES.ca.gov. Electronic copies of the post-obligation documents can also be requested at the same address.



Payments will be made on a reimbursement basis using the enclosed Hazard Mitigation Reimbursement Request Form. A ten percent (10%) retention will be withheld from all reimbursement payments and will be released as part of the subaward closeout process.

Reimbursements can be made only for items listed on the approved subaward application. Expenditures for any other work should be separately maintained and are the sole responsibility of the subrecipient. Any funds received in excess of current needs or approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days of receipt of an invoice from Cal OES.

When mailing documents to the Recovery Financial Processing Unit, please use the following address:

California Governor's Office of Emergency Services
Attention: Recovery Financial Processing Unit
3650 Schriever Avenue
Mather, CA 95655

For further assistance regarding post-obligation documents or the reimbursement request process, please contact the Recovery Financial Processing Unit at (916) 845-8110 or at HMGrantsPayments@caloes.ca.gov. For program-related questions, please contact the Hazard Mitigation Grants Programs Unit at (916) 328-7450.

Recovery Financial Processing Unit

Enclosures

c: Subrecipient's Project File

*The Recovery Financial Processing Unit has universal Resolution No. 2020-14, passed on 4/7/20, on file. A copy of the resolution is included in this package for your review. With your permission, the resolution can be applied to this project.





FEMA

November 4, 2022

Mark S. Ghilarducci, Director
Governor's Authorized Representative
California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

RECEIVED
NOV 04 2022
FINANCIAL PROCESSING UNIT

Reference: Application Approval, HMGP DR-4558-744-023P
County of Inyo, CA
County of Inyo Community Wildfire Protection Plan Update
FIPS Code: ~~027-99027~~, Supplement 62
027-00000 (AC)

Dear Mark Ghilarducci:

We approve and issue Hazard Mitigation Grant Program (HMGP) funds for the County of Inyo, HMGP DR-4558-744-023P, County of Inyo Community Wildfire Protection Plan Update.

The total project cost is \$150,000.00. As shown in the enclosed Obligation Report - Supplement 62, we are obligating \$112,500.00 for the 75 percent Federal share; the 25 percent non-Federal share is \$37,500.00. These funds are available in SmartLink for immediate and eligible disbursements. The following is a summary of the approved funding:

Federal Share:	Non-Federal Share:	Total Project Cost:
\$112,500.00	\$37,500.00	\$150,000.00


This HMGP project approval and obligation of funds are subject to the following conditions:

- 1. Scope of Work (SOW)** – This grant will fund the County of Inyo's Community Wildfire Protection Plan Update. The subrecipient will procure a consultant to provide technical assistance, public outreach and facilitation, and a comprehensive reassessment of the area's wildland urban interface. The project activities will result in an approved Community Wildfire Protection Plan by the Inyo County Board of Supervisors.
- 2. Completion Date** – The work schedule included with the project application indicates that the project will take 36 months to complete; therefore, the activity completion date is **November 4, 2025**. Please inform the sub-recipient that work completed after this date is not eligible for Federal funding, and that Federal funds may be de-obligated for work completed outside the completion date when there is no approved time extension.

3. **Project Closeout** – Within 120 days of project completion, all project funds must be liquidated and final closeout documentation for the project must be submitted to FEMA. Please note the project must comply with Code of Federal Regulations Title 2, Part 200 reporting requirements at the time of closeout.
4. **Record of Environmental Considerations (REC)** – This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction Manual 023-01-001-01, Revision 1.
5. **Standard Conditions** – This project approval is subject to the enclosed *Standard Mitigation Grant Program (HMGP) Conditions*, amended August 2018. Please note that federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions, please contact Emily Baumgartner, Sr. Grants Management Specialist, by email emily.baumgartner@fema.dhs.gov, or phone (202) 322-5375.

Sincerely,

for  Digitally signed by ROBERT P
MCCORD
Date: 2022.11.04 12:29:26 -07'00'

Kathryn Lipiecki
Director, Mitigation Division
FEMA Region 9

Enclosures (2):

Obligation Report – Supplement 62
Standard Mitigation Grant (HMGP) Conditions

cc: Jennifer Hogan, State Hazard Mitigation Officer, California Governor's Office of Emergency Services
Jacy Hyde, Ph.D., Branch Chief, California Governor's Office of Emergency Services
Robert McCord, Chief, Hazard Mitigation Assistance Branch, FEMA Region 9



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 29, 2022

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of November 8, 2022.

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 11/16/2022
Final Approval - 11/16/2022

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

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 713, 1050, and 1054 of the Fish and Game Code and to implement, interpret, or make specific sections 713, 1050, and 1054 of said Code, proposes to amend Section 700.4 of Title 14, California Code of Regulations related to the display of licenses.

Informative Digest/Policy Statement Overview

Unless otherwise specified, all section references in this document are to Title 14 of the California Code of Regulations. Current regulations (existing Section 700) state every person, while engaged in taking any fish, amphibian, reptile, bird, or mammal shall have on their person or immediate possession a valid sport fishing or hunting license. The California Department of Fish and Wildlife (Department) Automated License Data System (ALDS) allows license items to be printed instantly using point of sale terminals at Department license agents and Department license sales offices (existing Section 700.4). ALDS also allows applicants to apply for licensing via the Internet, print out a temporary license, and receive a permanent license via mail. These options will remain available.

This Department proposal adds subsection (f) to Section 700.4 to allow the Department to accept electronic display of licenses on an official Department application. Several non-substantive changes to the section are also proposed to provide consistency among Title 14 sections. Detailed descriptions of the proposed changes are found in the Initial Statement of Reasons (ISOR).

The Department is proposing changes to the following regulations in Title 14, CCR:

- Section 700.4. Automated License Data System

Benefit of the Regulations:

These regulations will allow the Department to accept proof of valid licenses using a mobile application as an alternative to carrying a paper license.

Technology has changed significantly and there has been an increased demand for electronic license display. Licensees may forget a paper copy of a license but are likely to have a mobile device. The regulatory action proposed herein will provide flexibility in the method licensees may use to verify license validity.

Consistency and Compatibility with Existing Regulations:

The Commission has reviewed its own regulations and finds that the proposed regulatory action is neither inconsistent nor incompatible with existing state regulations. The Commission has searched the California Code of Regulations and finds no other state agency regulations pertaining to the acceptable physical presentations of sport fishing and hunting licenses.

Public Participation

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in San Diego, California which will commence at **8:30 a.m.** on **Wednesday, December 14, 2022**, and may continue at **8:30 a.m.** on **Thursday, December 15, 2022**. The exact location of this meeting has not yet been determined. As soon as this information is available but not less than ten days before the hearing, a continuation notice will be sent to interested and affected parties providing the exact location. The continuation notice will also be published on the Commission's website. This meeting will also include the opportunity to participate via webinar/teleconference. Instructions for participation in the webinar/teleconference hearing will be posted at www.fgc.ca.gov in advance of the meeting or may be obtained by calling 916-653-4899. Please refer to Commission meeting agenda, which will be available at least 10 days prior to the meeting, for the most current information.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the **California Natural Resources Agency Headquarters 1st Floor Auditorium, 715 P Street, Sacramento, California, 95814** commencing at **8:30 a.m.** on **Wednesday, February 8, 2023**, and may continue at **8:30 a.m.** on **Thursday, February 9, 2023**. This meeting will also include the opportunity to participate via webinar/teleconference. Instructions for participation in the webinar/teleconference hearing will be posted at www.fgc.ca.gov in advance of the meeting or may be obtained by calling 916-653-4899. Please refer to Commission meeting agenda, which will be available at least 10 days prior to the meeting, for the most current information.

It is requested, but not required, that written comments be submitted by 5:00 p.m. on January 26, 2023 at the address given below, or by email to FGC@fgc.ca.gov. **Written comments mailed, or emailed to the Commission office, must be received before 12:00 noon on February 3, 2023.** All comments must be received no later than February 8, 2023, during the Commission meeting. If you would like copies of any modifications to this proposal, please include your name and mailing address. Mailed comments should be addressed to Fish and Game Commission, 715 P Street, 16th Floor, Sacramento, CA 95814.

Availability of Documents

Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikeout format can be accessed through the Commission website at www.fgc.ca.gov. The regulations as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Melissa Miller-Henson, Executive Director, Fish and Game Commission, 715 P Street, 16th Floor, Sacramento, California 95814, phone (916) 653-4899. Please direct requests for the above-mentioned documents and inquiries concerning the regulatory process to Melissa Miller-Henson or David Haug at FGC@fgc.ca.gov or at the preceding address or phone number.

Senior Regulatory Analyst, Chelle Temple-King, Department of Fish and Wildlife, (Chelle.Temple-King@wildlife.ca.gov or (916)902-9223), has been designated to respond to questions on the substance of the proposed regulations.

Availability of Modified Text

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

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

Impact of Regulatory Action/Results of the Economic Impact Assessment

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

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

The proposed regulation will not have a significant statewide adverse economic

impact directly affecting business, including the ability of California businesses to compete with businesses in other states. This regulatory action will not impose cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed regulation.

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

The Commission does not anticipate impacts on the creation or elimination of jobs within the state, the creation of new business, the elimination of existing businesses, or the expansion of businesses in California because the proposed regulations are unlikely to change the demand for goods or services related to sport fishing. The Commission does not anticipate direct benefits to the general health and welfare of California residents, the environment, or to worker safety, however, as stated above, the proposal would benefit California residents generally by expanding the options for proof of licensure to include electronic display.

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

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

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

The Department ALDS estimates a one-time implementation cost of \$448,975 to contract with Aspira for the development of the electronic license display application that is fundamental to the proposed regulation. These costs are within existing budgets and resources.

No impact to federal funding to the state should occur. No nondiscretionary costs, or savings are anticipated for State agencies other than the Department due to this regulation change.

(e) Nondiscretionary Costs/Savings to Local Agencies

None.

(f) Programs Mandated on Local Agencies or School Districts

None.

(g) Costs Imposed on Any Local Agency or School District that is Required to

be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code

None.

(h) Effect on Housing Costs

None.

Effect on Small Business

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

Consideration of Alternatives

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

FISH AND GAME COMMISSION

Dated: October 25, 2022

Melissa Miller-Henson
Executive Director