



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. 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 may do so 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. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. (2) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (3) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

REGULAR MEETING December 12, 2023

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

Start Time

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

CLOSED SESSION

- 2) **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): 1 case.
- 3) **Public Employment – Pursuant to Government Code §54957 – Title:** Assistant County Administrator.

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

- 10:00 A.M.** 4) **Pledge of Allegiance**
- 5) **Report on Closed Session as Required by Law**

- 6) **Introductions** - The following new employees will be introduced to the Board: Rehabilitation Specialist Ryan Navales, Probation; and Shelter Attendant Harlee Bardonnex, Sheriff's Office.
- 7) **Public Comment**
Comments may be time-limited
- 8) **County Department Reports**

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

- 9) **Board of Supervisors Meeting Minutes**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Approve the minutes from the regular Board of Supervisors meeting of November 28, 2023.
- 10) **Cancellation of Upcoming Board Meetings**
Clerk of the Board | Nate Greenberg

Recommended Action: Approve cancellation of the January 2, February 27, and March 26, 2024 Board of Supervisor meetings.
- 11) **Appointment to Child Care Planning Council**
Clerk of the Board | Darcy Ellis

Recommended Action: Approve appointment of Ms. Katelyne Lent to serve out an unfinished three-year "Discretionary Category" term on the Child Care Planning Council, ending November 4, 2024.
- 12) **Contract with Onward for LATA Grant Phase 1-B Design Work**
County Administrator | Scott Armstrong

Recommended Action: Approve the agreement between the County of Inyo and Inyo Networks, Inc., doing business as Onward, of Rancho Cucamonga, CA, for the provision of detailed network engineering design services as part of the Local Area Technical Assistance (LATA) Grant in an amount not to exceed \$220,000 for the period of December 12, 2023 through January 25, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
- 13) **Memorandum of Understanding between the County of Inyo and Law Enforcement Administrators Association (LEAA)**
County Administrator - Personnel | Sue Dishion

Recommended Action: Ratify and approve the July 1, 2022 - June 30, 2025 Memorandum of Understanding (MOU) between the County of Inyo and the Law Enforcement Administrators Association (LEAA).

- 14) **Payment to Department of Health Care Services**
Health & Human Services - Behavioral Health | Anna Scott
- Recommended Action:** Approve payment to the Department of Health Care Services (DHCS) in the amount of \$54,836.00.
- 15) **Memorandum of Understanding with Blue Cross of California Partnership Plan, Inc. (Anthem)**
Health & Human Services - Behavioral Health | Anna Scott
- Recommended Action:** Approve the MOU between the County of Inyo and Anthem of Woodland Hills, CA for the provision of Continuum of Care (CoC) support in an amount not to exceed \$10,000 for the period of January 1, 2024 through December 31, 2025, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign.
- 16) **Community Care Expansion Preservation Program Funding Agreement**
Health & Human Services | Anna Scott
- Recommended Action:**
- A) Approve the agreement between the County of Inyo and Horne LLP (Horne) of Ridgeland, MS for an amount not to exceed \$203,113.00 for the period of December 1, 2023 through December 31, 2024, for the Community Care Expansion Preservation Program, contingent upon the Board's approval of future budgets; and
 - B) Authorize the HHS Director, to sign the agreement, certification regarding lobbying and the CDSS Confidentiality and Information Security requirement, and authorize Chief Information Officer to sign the CDSS Confidentiality and Information Security requirement.
- 17) **Contract between County of Mono and County of Inyo for Tri-Valley Groundwater Model**
Water Department | Holly Alpert
- Recommended Action:** Authorize a contract between Mono County and Inyo County in an amount not to exceed \$19,708.54 for the period July 1, 2023, to July 1, 2027 and authorize the Chairperson to sign the contract, contingent upon all appropriate signatures being obtained.
- 18) **Update to the Inyo County Americans with Disabilities Act (ADA) Self Evaluation and Transition Plan**
County Administrator - Risk Management | Aaron Holmberg
- Recommended Action:** Approve Resolution No. 2023-40, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving an Updated Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan for Inyo County," and authorize the Chairperson to sign.

19) **Letter in Support of The Rural Partnership and Prosperity Act**

Board of Supervisors | Chairperson Roeser
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: Approve and authorize the Chairperson to sign a letter in support of S. 3099: The Rural Partnership and Prosperity Act of 2023.

20) **Oral Report from Inyo County Film Commissioner**

Board of Supervisors | Film Commissioner Jesse Steele
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: Hear an oral report on recent filming activity from the Inyo County Film Commissioner.

21) **Quarterly Unified Command Meeting Update**

County Administrator - Emergency Services | Mikaela Torres
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: Request Board hear update from the quarterly Unified Command meeting held on December 7, 2023.

22) **Personal Services Contracts and Management and Non-Represented Employee Resolution**

County Administrator - Personnel | Sue Dishion
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

- A) Read aloud the salary and benefits changes provided in the employment agreement amendments, and approve:
 - 1. Amendment No. 2 to the contract between the County of Inyo and Allison Krohn for the provision of personal services effective December 21, 2023, and authorize the Chairperson to sign;
 - 2. Amendment No. 2 to the contract between the County of Inyo and Christie Martindale for the provision of personal services effective December 21, 2023, and authorize the Chairperson to sign;
 - 3. Amendment No. 2 to the contract between the County of Inyo and Carolynn Phillips for the provision of personal services effective December 21, 2023, and authorize the Chairperson to sign; and
- B) Approve Resolution No. 2023-41 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms and Conditions of Employment for Management and Non-represented Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede any Prior Resolution Pertaining to that Subject to the Extent They are Inconsistent," and authorize the Chairperson to sign.

LUNCH

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

REGULAR AGENDA - AFTERNOON

1:00 P.M. 24) Public Hearing and Required SB 402 Report on Adventure Trails Pilot Project

Public Works | Michael Errante
30 minutes (5min. Presentation / 20min. Discussion)

Recommended Action:

- A) Conduct a public hearing to take public comment on the combined-use pilot project, also known as the Eastern Sierra Adventure Trails System Project;
- B) Approve the submittal of an evaluation Report to the Legislature summarizing the pilot project pursuant to SB 402; and
- C) Provide direction to staff regarding whether or not to agendize a discussion regarding the County's position on the future of the County of Inyo highway use pilot project legislation.

ADDITIONAL PUBLIC COMMENT & REPORTS

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



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 5, 2023

Reference ID:
2023-4334

Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of November 28, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Hayley Carter
Darcy Ellis

Created -

MINUTES



County of Inyo Board of Supervisors

November 28, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:31 a.m., on November 28, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

- Closed Session* The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.
- Public Comment*
- Closed Session* Chairperson Roeser recessed open session at 8:32 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to California Government Code § 54956.9(d)(4): 1 case; No. 3 **Conference with Legal Counsel – Existing Litigation – Pursuant to California Government Code §54956.9(d)(1)** – In re: Aqueous Film Forming Foams Product Liability Litigation, United States District Court, District of South Carolina - Charleston Division, MDL No. 2:18-mn-2873, Case No. 2:23-cv-03230; No. 4 **Conference with Legal Counsel – Existing Litigation – Pursuant to California Government Code §54956.9(d)(1)** – In re: Aqueous Film Forming Foams Product Liability Litigation, United States District Court, District of South Carolina - Charleston Division, MDL No. 2:18-mn-2873-RMG, Case No. 2:23-cv-03147-RMG; No. 5 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrator Sue Dishion, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Senior Budget Analyst Denelle Carrington; and No. 6 **Public Employment – Pursuant to Government Code §54957** – Title: Assistant County Administrator.
- Open Session* Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:05 a.m. with all Board members present.
- Pledge of Allegiance* RCRC Chief Economic Officer Barbara Hayes led the Pledge of Allegiance.
- Report on Closed Session* County Counsel Vallejo reported that the Board met under Item Nos. 2 through 5 and that no actions were taken during closed session required to be reported. He said the Board would meet again to discuss Item No. 6 later in the meeting.
- Recess/Reconvene* Chairperson Roeser recessed open session at 10:05 a.m. so that technical issues with the audio-visual system could be addressed and reconvened at 10:16 a.m. with all Board members present.
- Public Comment* Chairperson Roeser asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley.
- County Department Reports* Auditor-Controller Amy Shepherd and Treasurer-Tax Collector Alisha McMurtrie updated the Board on Transient Occupancy Tax revenue.

HHS Director Anna Scott announced that Public Health and Prevention is holding its annual toy drive until December 15.

Public Works Director Mike Errante gave updates on the Whitney Portal Road and Sheriff's Administration Building repair projects.

*Clerk of the Board –
Approval of Minutes*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the minutes from the regular Board of Supervisors meeting of November 7, 2023. Motion carried unanimously.

*CAO-Personnel –
Ordinance No.1303*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Ordinance 1303 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Subsections 2.88.040(G) of the Inyo County Code Regarding Certain Elected Official Salaries." Motion carried unanimously.

*HHS –
CDPH TBCB
Agreement*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to: A) Ratify and approve agreement between the County of Inyo and California Department of Public Health Tuberculosis Control Branch (TBCB) of Sacramento, CA for the provision of additional federal funds for Fiscal Year 2023-2024 to enhance the capabilities of tuberculosis prevention and control activities in local public health jurisdictions, in an amount not to exceed \$5,000 for the period of July 1, 2023 to June 30, 2024; and B) authorize the HHS Director to sign the Acceptance of Award, the Subrecipient Eligibility Form, the Certification Regarding Lobbying, the Contractor Certification Clause. Motion carried unanimously.

*HHS –
Future of Public Health
Funding Annual
Certification*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to ratify and approve the agreement between the County of Inyo and the California Department of Public Health for the provision of Future of Public Health Funding in an amount not to exceed \$423,621 per year for the period of July 1, 2023 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Health and Human Services Director to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

*BOS –
RCRC Strategic
Planning Presentation*

RCRC Chief Economic Development Officer Barbara Hayes gave a presentation on the organization's Strategic Plan and the ongoing work of its affiliate entities.

*Outside Agency –
Northern Inyo Local
Hospital District Update*

Northern Inyo County Local Hospital District from Chief Financial Officer/Chief Executive Officer Stephen delRossi provided an update on district finances and operations.

*CAO-Economic
Development –
TFG Legislative Issues
Update*

Kristi More of The Ferguson Group briefed the Board on legislative issues relevant to Inyo County.

*BOS –
Lone Pine Fly-in
Presentation*

Anna Montgomery of Friends of the Lone Pine Airport gave a report on the Fourth Annual Lone Pine Backcountry Fly-in.

*Public Works –
Friends of the Lone
Pine Airport MOA*

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to approve the Memorandum of Agreement between the County of Inyo and the Friends of the Lone Pine Airport and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

Recess/Reconvene

Chairperson Roeser recessed open session at 12:01 p.m. to return to closed session and reconvened the meeting in open session at 1:11 p.m. with all Board members present.

*Report on Closed
Session*

County Counsel Vallejo reported that the Board met under Item No. 6 and that no actions were taken during closed session required to be reported.

*Planning Department –
BLM MOU*

The Board received a presentation from Planning Director Cathreen Richards on a Memorandum of Understanding with the Bureau of Land Management to become a cooperator in the environmental phase of the proposed Mojave Precious Metals Exploratory Drilling project, if approved by BLM.

Chairperson Roeser asked if there was anyone wishing to speak and public comment was given by: Jolie Varela, Michael Prather, David McMullen, Betsy McDonald, Richard Potashin, Derik Olson, Jaime Lopez Walters, Sydney Quinn, Dr. Tom Boo, Wendy Schneider, Penelope LePome, Lynn Boulton, Jared Naimark, and Carl van Warmerdam.

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to approve and authorize the Chairperson to sign a Memorandum of Understanding (MOU) between Inyo County and the Bureau of Land Management (BLM) Regarding Exploratory Drilling at the "Mojave Property." Motion carried unanimously.

*CAO –
ClearGov Subscription
Agreement*

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve the Service Order between the County of Inyo and ClearGov of Maynard, MA for the provision of access to a cloud-based budget and performance management software in an amount not to exceed \$65,625 for the period of December 1, 2023 through November 30, 2024, and to approve the annual automatic renewals each year thereafter, contingent upon the Board's approval of future budgets, and authorize the County Administrative Officer to sign. Motion carried unanimously.

Recess/Reconvene

Chairperson Roeser recessed the regular Board meeting for a break at 2:31 p.m. and reconvened at 2:36 p.m. with all Board members present.

*CAO –
2024 Board Meeting
Calendar*

CAO Greenberg provided a brief summary on the proposed 2024 Board Meeting Calendar and request to waive the first reading of an ordinance that would allow the Board to adopt annual calendars by resolution.

Chairperson Roeser asked if there were any department heads that would like to comment, and input was received from Auditor-Controller Amy Shepherd, Clerk-Recorder Danielle Sexton, District Attorney Tom Hardy, Planning Director Cathreen Richards, Treasurer Tax-Collector Alisha McMurtrie, and HHS Director Anna Scott.

Chairperson Roeser asked if there was anyone from the public wishing to speak and public comment was received from Mary Roper, Will Waddleton, and Mary Canada.

Board members ultimately decided that while they were interested in holding more evening meetings in different communities, additional time would be needed to explore whether changing the locations and frequency of future meetings would be feasible. In the meantime, staff was directed to put together a meeting calendar based on the ordinance currently in place.

Public Comment

Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda and there was no one wishing to speak.

*Board Member & Staff
Reports*

Supervisor Kingsley said he has upcoming community meetings in Tecopa and Olancho.

Supervisor Marcellin said he recently attended meetings for the Great Basin Unified Air Pollution Control District and the Northern Inyo Airport Advisory Committee as well as the 129th Annual Meeting for the California State Association of Counties. Marcellin congratulated Supervisor Griffiths on being elected CSAC's First Vice President.

Supervisor Orrill said she attended a Behavioral Health Advisory Board meeting and the annual CSAC meeting.

Supervisor Roeser announced an upcoming meeting for the Southern California Edison advisory committee.

Supervisor Griffiths thanked Supervisors Orrill and Marcellin for their support at the CSAC meeting; the American Legion for their presence at local cemeteries for Veterans Day; and

Darcia Blackdeer-Lent from Altrusa for work done to restock foster care supplies. Griffiths said he attended the Inyo/Los Angeles Standing Committee meeting.

CAO Greenberg said he attended the annual CSAC meeting, met with The Ferguson Group team to discuss the Strategic Plan, attended the Inyo/Los Angeles Standing Committee meeting, an area managers meeting and a meeting with HHS Director Anna Scott.

Supervisor Kingsley commented on the technical issues with the audio-visual equipment during the meeting and Assistant Clerk of the Board Darcy Ellis provided the most current status report from the Information Services Department on plans to resolve the ongoing issues.

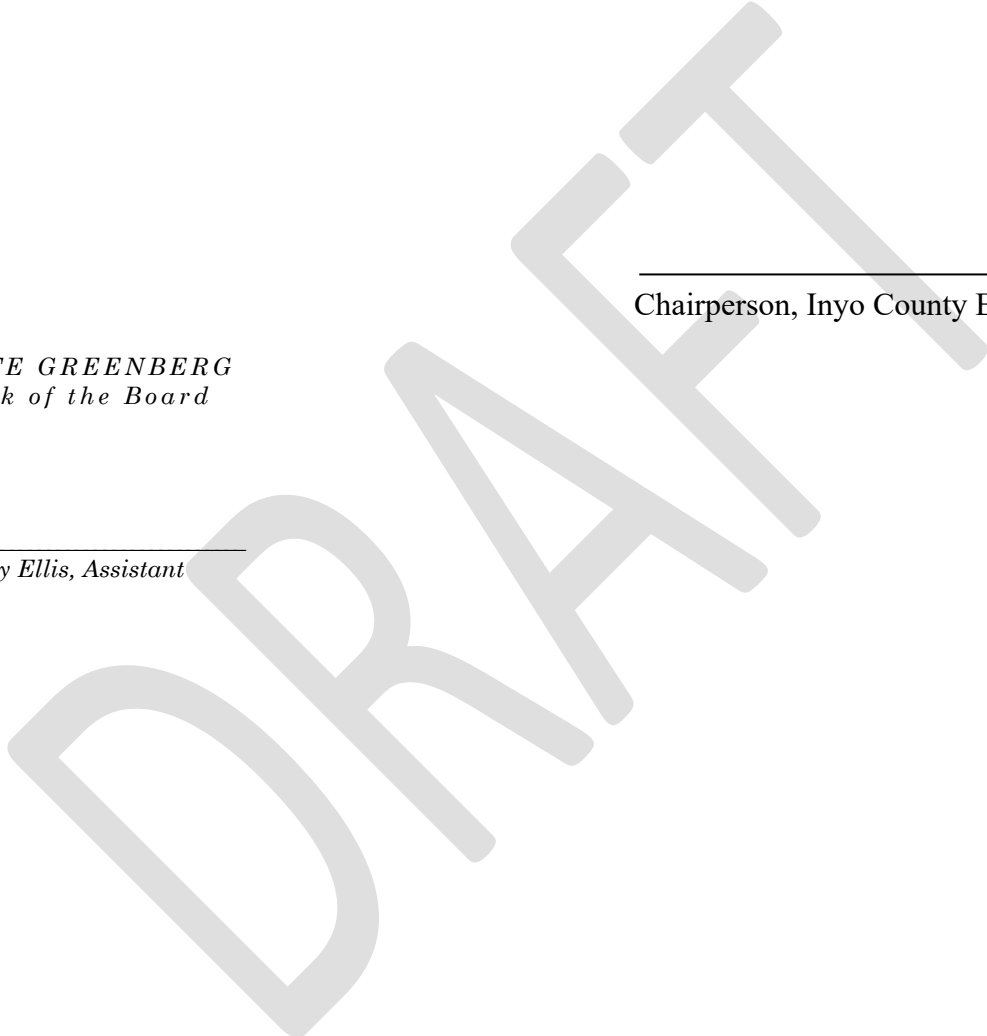
Adjournment

The Chairperson adjourned the meeting at 4:36 p.m. to 8:30 a.m. Tuesday, December 5, 2023, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant





INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 12, 2023

Reference ID:
2023-4352

Cancellation of Upcoming Meetings

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Approve cancellation of the January 2, February 27, and March 26, 2024 meetings.

BACKGROUND / SUMMARY / JUSTIFICATION:

Per Board direction, staff has compiled a 2024 calendar in accordance with current County Code. Your Board also directed that staff return quarterly with any requests to cancel meetings as a means of gradually easing into a more flexible schedule that allows for more topic-specific workshops and community-focused meetings without compromising limited staffing resources. This request comes to your Board consistent with that direction.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may approve or deny any of the requested cancellations.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Administration
County Counsel

ATTACHMENTS:

1. 2024 Meeting Calendar

APPROVALS:

Darcy Ellis

Created -

Darcy Ellis

Darcy Ellis

Keri Oney

John Vallejo

Amy Shepherd

Nate Greenberg

23-24 Board Meeting Calendar

Meeting: Tuesday	Cutoff to Get on Agenda (5 p.m.)	Agenda Publication
December 5, 2023	11/20/23	11/30/23
December 12, 2023	11/27/23	12/07/23
December 19, 2023	12/04/23	12/14/23
January 2, 2024	12/18/23	12/28/23
January 9, 2024	12/22/23*	01/04/24
Special - January 10, 2024 Strategic Planning Meeting	N/A	01/04/24
January 16, 2024	12/29/23*	01/11/24
January 23, 2024	DARK (5-Tuesday Month)	
January 30, 2024	DARK (5-Tuesday Month)	
February 6, 2024	01/22/24	02/01/24
Special - February 7, 2023 Strategic Planning Meeting	N/A	02/01/24
February 13, 2024	DARK (NACo Legislative Conference Feb. 10-13)	
February 20, 2024	02/05/24	02/15/24
February 27, 2024	02/12/24	02/22/24
March 5, 2023	02/19/24	02/29/24
March 12, 2024	02/26/24	03/07/24
Annual Meeting in Tecopa		
Special - March 12, 2024 Joint Meeting w/ ICOE in Shoshone	N/A	03/07/24
Special - March 13, 2024 Workshop in Furnace Creek	N/A	03/07/24
March 19, 2024	03/04/24	03/14/24
March 26, 2024	03/11/24	03/21/24
April 2, 2024	03/18/24	03/28/24
April 9, 2024	03/25/24	04/04/24
April 16, 2024	DARK (CSAC Legislative Conference April 17-19 - Sacramento)	
April 23, 2024	DARK (5-Tuesday Month)	
April 30, 2024	DARK (5-Tuesday Month)	
May 7, 2024	04/22/24	05/02/24
May 14, 2024	04/29/24	05/09/24
May 21, 2024	05/06/24	05/16/24
May 28, 2024	05/13/24	05/23/24
June 4, 2024	05/20/24	05/30/24
June 11, 2024	05/27/24	06/06/24
June 18, 2024	06/03/24	06/13/24
June 25, 2024	06/10/24	06/20/24
July 2, 2024	06/17/24	06/27/24
July 9, 2024	06/24/24	07/03/24*
July 16, 2024	DARK (NACo Annual Conference July 12-15 – Tampa, FL)	
July 23, 2024	DARK (5-Tuesday Month)	
July 30, 2024	DARK (5-Tuesday Month)	
August 6, 2024	07/22/24	08/01/24
August 13, 2024	07/29/24	08/08/24
August 20, 2024		08/15/24
Special - August 21, 2024 Budget Workshop	N/A	08/15/24
August 27, 2024	08/12/24	08/22/24
September 3, 2024	08/19/24	08/29/24
September 10, 2024	08/26/24	09/05/24
September 17, 2024	DARK (RCRC Annual Conference Sept. 18-20 – Sonoma County)	
September 24, 2024	09/09/24	09/19/24
October 1, 2024	09/16/24	09/26/24
October 8, 2024	09/23/24	10/03/24
October 15, 2024	09/30/24	10/10/24
October 22, 2024	DARK (5-Month Tuesday)	
October 29, 2024	DARK (5-Month Tuesday)	
November 5, 2024	10/21/24	10/31/24
November 12, 2024	10/28/24	11/07/24
November 19, 2024	DARK (CSAC Annual Conference Nov. 18-22 – Los Angeles County)	
November 26, 2024	11/08/24*	11/21/24
December 3, 2024	11/18/24	11/27/24*
December 10, 2024	11/25/24	12/04/24
December 17, 2024	12/02/24	12/12/24
December 24, 2024	DARK (Holiday/5-Tuesday Month)	
December 31, 2024	DARK (Holiday/5-Tuesday Month)	
January 7, 2025	12/23/24	01/02/25
January 21, 2025	01/06/25	01/16/25

*Earlier deadline due to holiday



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 12, 2023

Reference ID:
2023-4362

Appointment to Child Care Planning Council Clerk of the Board ACTION REQUIRED

ITEM SUBMITTED BY

Assistant Clerk of the Board

ITEM PRESENTED BY

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

RECOMMENDED ACTION:

Approve appointment of Ms. Katelyne Lent to serve out an unfinished three-year "Discretionary Category" term on the Child Care Planning Council, ending November 4, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Office of Education (ICOE) Early Care & Education Division oversees the Child Care Planning Council and the ICOE and Inyo County Board of Supervisors each appoint a portion of the council in addition to making a joint appointment. The member serving in the jointly appointed Discretionary Category resigned to move into one of the council seats appointed by the ICOE.

In collaboration with ICOE, the vacancy was subsequently advertised per your Board's policy. A request for appointment was received from Ms. Katelyne Lent, Inyo County's First 5 Director. The ICOE and Board of Supervisors must both approve the appointment to the Discretionary Category, and Inyo County Superintendent of Schools Barry Simpson has provided his written approval.

It is now recommended your Board also approve the appointment, so that the vacancy can be filled.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose not to make the appointment and ask staff to readvertize the vacancy but this is not recommended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Letter of Interest - Katelyne Lent (LPC)
2. Notice of Vacancy - Child Care Planning Council

APPROVALS:

Darcy Ellis
Darcy Ellis

Created -

Inyo County Board of Supervisors
Attn: Darcy Ellis

RECEIVED

DEC 5 2023

Inyo County Administrator
Clerk of the Board

1:24 p.m. DE

December 5, 2023

Dear Inyo County Board of Supervisors,

This letter is to express my interest in the Discretionary Representative vacancy on the Inyo County Child Care Planning Council. I am the First 5 Director, I have been in this position for one year. Our Mission is for All Children in Inyo County to Thrive. Through a multifaceted approach we provide a multitude of resources and services to Inyo County's children, parents, caregivers, and service providers. First 5 works closely with partners at the Inyo County Office of Education to strengthen the Early Learning childhood system.

I have a passion for quality childcare within our community. I hope to help our communities in Inyo County continue to grow and help educate families with the importance and impact quality care has on our young ones.

Thank you for your consideration and I look forward to hearing from you.

Katelyne Lent

First 5 Director
1360 N. Main St.
Bishop CA, 93514
klent@inyocounty.us

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, And not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the
The Inyo Register

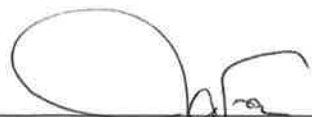
County of Inyo

The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

November 23rd,
In the year of **2023**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Bishop, California, on this
27th Day of November, 2023



Signature

This space is for County Clerk's Filing Stamp

RECEIVED

NOV 29 2023

Inyo County Administrator
Clerk of the Board

Proof of Publication of Public Notice

NOTICE OF VACANCY CHILD CARE PLANNING COUNCIL

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting applications to fill one (1) vacancy on the Child Care Planning Council: an unexpired three-year term in the "Discretionary Category," ending November 4, 2024. This will be a joint appointment of the Board of Supervisors and Inyo County Superintendent of Schools.

If you are interested in serving on the Child Care Planning Council in the above-listed capacity please submit your request for appointment to the Clerk of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or delis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before December 5 at 5:00 p.m. Postmarks are not accepted.

For more information, contact Child Care Connection at (760) 873-5123. (IR 11.23, 2023 #21661)



Inyo County Office of Education

Barry D. Simpson, County Superintendent of Schools

166 Grandview Drive · Bishop, California 93514 · (760) 873-3262 · www.inyocoe.org

Inyo County Board of Supervisors

Attn: Darcy Ellis

RE: Discretionary Representative - Inyo County Child Care Planning Council

December 7, 2023

Dear Inyo County Board of Supervisors:

Please let this letter serve as my support for the appointment of Katelyn Lent as the Discretionary Representative to the Inyo County Child Care Planning Council. We feel Katelyn will be an outstanding member of the team. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Barry D. Simpson". The signature is stylized and fluid.

Barry D. Simpson

Superintendent of Schools

Inyo County Board of Supervisors
Attn: Darcy Ellis

December 5, 2023

Dear Inyo County Board of Supervisors,

This letter is to express my interest in the Discretionary Representative vacancy on the Inyo County Child Care Planning Council. I am the First 5 Director, I have been in this position for one year. Our Mission is for All Children in Inyo County to Thrive. Through a multifaceted approach we provide a multitude of resources and services to Inyo County's children, parents, caregivers, and service providers. First 5 works closely with partners at the Inyo County Office of Education to strengthen the Early Learning childhood system.

I have a passion for quality childcare within our community. I hope to help our communities in Inyo County continue to grow and help educate families with the importance and impact quality care has on our young ones.

Thank you for your consideration and I look forward to hearing from you.

Katelyne Lent

First 5 Director
1360 N. Main St.
Bishop CA, 93514
klent@inyocounty.us



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 12, 2023

Reference ID:
2023-4294

Contract with Onward for LATA Grant Phase 1-B Design Work

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Scott Armstrong, Regional Broadband Coordinator

ITEM PRESENTED BY

Scott Armstrong, Regional Broadband Coordinator

RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and Inyo Networks, Inc., doing business as Onward, of Rancho Cucamonga, CA, for the provision of detailed network engineering design services as part of the LATA Grant in an amount not to exceed \$220,000 for the period of December 12, 2023 through January 25, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County of Inyo was awarded a \$1,000,000 (\$500,000 per year for two years) grant in January 2023 under the California Public Utilities (CPUC) Local Area Technical Assistance (LATA) program to develop shovel-ready plans for last-mile broadband projects throughout underserved portions of the County. This contract is for LATA Grant Design Work for Phase 1-B, the second phase in the 1st grant year.

The County posted a Request for Proposals for detailed last-mile network engineering design plans and received responses from two companies. Our evaluation team, comprised of the current Broadband Planning Team, reviewed the two proposals, and based on several criteria, selected Onward's proposal as the winning proposal. Additionally, the project amount in Onward's proposal was \$13,000 less than the project amount in the other proposal.

The deliverables from this agreement will be last-mile network design plans that the County will submit to the CPUC for reimbursement, which we will then use to pay Onward for its design services.

FISCAL IMPACT:

Funding Source	Grant Funded -- California Public Utilities Commission Local Agency Technical Assistance	Budget Unit	612200
Budgeted?	Yes	Object Code	5265
Recurrence	This is the second of four expected contracts in the two-year grant performance period		
Current Fiscal Year Impact			

Up to \$500,000 for the current calendar year starting January 26, 2023, based on reimbursable work products.

Future Fiscal Year Impacts

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

Additional Information

This is a reimbursement grant based on actual expenditures and costs incurred, therefore budget numbers are provided for the upper limit in either grant.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. LATA Phase 1-B Design Contract - Onward 2023 12 12 - signed

APPROVALS:

Scott Armstrong	Created/Initiated - 12/5/2023
Darcy Ellis	Approved - 12/5/2023
Scott Armstrong	New -
John Vallejo	
Amy Shepherd	
Nate Greenberg	

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO NETWORKS, INC D/B/A ONWARD
FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the detailed network engineering design services of Onward (hereinafter referred to as ("Design Professional / 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 Design Professional/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 Design Professional/Consultant to perform under this Agreement will be made by the Regional Broadband Coordinator. Requests to the Design Professional/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 Design Professional/Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Design Professional/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 Design Professional/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.

2. TERM.

The term of this Agreement shall be from December 12, 2023 to January 25, 2024 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Design Professional/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 Design Professional/Consultant at the County's request.

B. Travel and per diem. County shall reimburse Design Professional/Consultant for the travel expenses and per diem which Design Professional/Consultant incurs in providing services and work requested by County under this Agreement. Design Professional/Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Design Professional/Consultant for approval to incur travel and per diem expenses shall be submitted to the Regional Broadband Coordinator. 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 Design Professional/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 Design Professional/Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Design Professional/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, Design Professional/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 \$ 220,000 (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Design Professional/Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Design Professional/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. This information will be used to provide the California Public Utilities Commission (CPUC) the required Contractor Reporting updates.

Upon receipt of the completed project designs from the Design Professional/Consultant, County shall submit those designs to the CPUC for reimbursement. Upon receipt of a reimbursement from the CPUC, County will remit the full amount of the reimbursement up to the Contract Limit to the Design Professional/Consultant within ten (10) business days.

Design Professional/Consultant understands and agrees that, despite the submission of monthly invoices to County, it shall receive no payment under this agreement until County receives a reimbursement from the CPUC at the end of the Term of this Agreement. Design Professional/Consultant further agrees that final payment to the Design Professional/Consultant shall be based solely on the reimbursement amount received by the County from the CPUC, not on the invoices submitted to the County throughout the life of this Agreement.

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 Design Professional/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 Design Professional/Consultant's when it is anticipated that total annual payments to Design Professional/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 Design Professional/Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Design Professional/Consultant. County has no responsibility or liability for payment of Design Professional/Consultant's taxes or assessments.

(4) The total amounts paid by County to Design Professional/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, Design Professional/Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Design Professional/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 Design Professional/Consultant that the performance of these services and work will require a varied schedule. Design Professional/Consultant will arrange his/her own schedule but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Design Professional/Consultant to provide the services and work described in Attachment **A** must be procured by Design Professional/Consultant and be valid at the time Design Professional/Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Design Professional/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 Design Professional/Consultant at no expense to the County. Design Professional/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 Design Professional/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. Design Professional/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. Design Professional/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.

Design Professional/Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Design Professional/Consultant to provide the services identified in Attachment **A** to this Agreement. County is not obligated to reimburse or pay Design Professional/Consultant, for any expense or cost incurred by Design Professional/Consultant in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Design Professional/Consultant in providing and maintaining such items is the sole responsibility and obligation of Design Professional/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 Design Professional/Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Design Professional/Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Design Professional/Consultant's possession. Design Professional/Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Design Professional/Consultant's negligence.

B. Products of Design Professional/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, Design Professional/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, Design Professional/Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

For the duration of this Agreement Design Professional/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 DESIGN PROFESSIONAL/CONSULTANT.

All acts of Design Professional/Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Design Professional/Consultant's, and not as agents, officers, or employees of County. Design Professional/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, Design Professional/Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Design Professional/Consultant is to be considered an employee of County. It is understood by both Design Professional/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 Design Professional/Consultant:

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

B. Design Professional/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 Design Professional/Consultant in fulfillment of this Agreement.

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against liability, loss, damage, expense, costs arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. Records. Design Professional/Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Design Professional/Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Design Professional/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 Design Professional/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 Design Professional/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, Design Professional/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. Design Professional/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. Design Professional/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 Design Professional/Consultant thirty (30) days written notice of such intent to cancel. Design Professional/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 Design Professional/Consultant. County has relied upon the skills, knowledge, experience, and training of Design Professional/Consultant as an inducement to enter into this Agreement. Design Professional/Consultant shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Design Professional/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 Design Professional/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 Design Professional/Consultant in default and terminate this Agreement upon five (5) days written notice to Design Professional/Consultant. Upon such termination by default, County will pay to Design Professional/Consultant all amounts owing to Design Professional/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.

Design Professional/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 Design Professional/Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Design Professional/Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Design Professional/Consultant only with the express written consent of the County. Any disclosure of confidential information by Design Professional/Consultant without the County's written consent is solely and exclusively the legal responsibility of Design Professional/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.

Design Professional/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.

Design Professional/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, Design Professional/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, Design Professional/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 Design Professional/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 Design Professional/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:

County Administrator – Broadband Coordinator
1360 N. Main Street
Bishop, CA

Design Professional/Consultant:

Inyo Networks, Inc., dba Onward
10621 Church Street, Suite 100
Rancho Cucamonga, CA City

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 ONWARD NETWORKS, INC D/B/A ONWARD
FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES**

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

DESIGN PROFESSIONAL/CONSULTANT

By: Nicolas Keeler
Nicolas Keeler (Dec 4, 2023 10:43 PST)
Signature

Nicolas Keeler

Print or Type Name

Dated: Dec 4, 2023

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 4, 2023 11:26 PST)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND ONWARD NETWORKS, INC D/B/A ONWARD
FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES

TERM:

FROM: December 12, 2023 TO: January 25, 2024

SCOPE OF WORK:

Project Deliverables

Shovel-ready, last-mile detailed engineering designs that can be used by any reasonably capable and qualified network construction company to construct last-mile fiber-to-the-premise network infrastructure.

- For each of the subprojects identified in the *Subprojects List* below, provide separate, detailed, shovel-ready, engineering designs for last-mile network infrastructure that is capable of providing 100Mbps, preferably 1Gbps, symmetrical or better Internet service.
- For any of the subprojects that can be bundled as a single, larger, combined project that results in cost savings, describe the larger, combined project, and detail the savings and the changes to the associated standalone project descriptions.
- Engineering designs should include network infrastructure connections from middle-mile network to all unserved communities, households and businesses associated with each subproject. Unserved locations for the purposes of this grant are those with wireline Internet service speeds less than 25Mbps download and 3Mbps upload.
- If your designs include middle-mile network to support your last-mile designs, identify those network segments in your designs as such.
- The last-mile and any middle-mile designs should support open-access networking.
- Coordinate with the appropriate County Departments regarding design routes and potential environmental or permitting challenges. Ensure that the project design documents account for environmental clearance and any required regulatory agency permits.
- Designs must comply with: Federal laws; State laws; local laws; rules and regulations of governing utility districts; and rules and regulations of other authorities with jurisdiction over the construction of network infrastructure.
- All deliverables for this project, Phase 1-B, must be submitted to the County of Inyo in a timely manner to support FFA grant applications.
- Collaborate with the County to verify the eligible locations.
- Coordinate the prioritization of the locations to design with the County to support FFA grant applications.

Subprojects List

The subprojects by name for Phase 1-B are listed below:

- Inyo-02-Alabama Hills
- Inyo-03-Aspendell
- Inyo-07-Bishop Creek
- Inyo-42-South Lake
- Inyo-43-Starlite
- Inyo-49-Whitney Portal

ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF INYO
AND ONWARD NETWORKS, INC D/B/A ONWARD
FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES

TERM:

FROM: December 12, 2023 TO: January 25, 2024

SCHEDULE OF FEES:

The Local Agency Technical Assistance grant is a reimbursement grant. The completed project deliverables will be presented to the CPUC as a completed work product for reimbursement through the County of Inyo.

Design Engineering work to be billed at \$150 per hour.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND ONWARD NETWORKS, INC D/B/A ONWARD
FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES

TERM:

FROM: December 12, 2023 TO: January 25, 2024

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

No travel or per diem to be paid under this contract.

ATTACHMENT D
AGREEMENT BETWEEN COUNTY OF INYO
AND ONWARD NETWORKS, INC D/B/A ONWARD
FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES

TERM:

FROM: December 12, 2023 TO: January 25, 2024

SEE ATTACHED INSURANCE PROVISIONS

Attachment D: 2023 Insurance Requirements for Certain Professional Services Agreements

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. **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 **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **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. *(Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.)*
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability (Errors & Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.

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 B: 2023 Insurance Requirements for Certain Professional Services Agreements

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 \$10,000 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 B: 2023 Insurance Requirements for Certain Professional Services Agreements

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-

LATA Phase 1-B Design Contract - Onward











2023 12 12

Final Audit Report

2023-12-05

Created:	2023-12-01
By:	Scott Armstrong (sarmstrong@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHf9K0sP_kaFIEKbDs7ikkq3h1ozdv7br

"LATA Phase 1-B Design Contract - Onward 2023 12 12" History

-  Document created by Scott Armstrong (sarmstrong@inyocounty.us)
2023-12-01 - 9:46:43 PM GMT
-  Document emailed to nkeeler@getonward.com for signature
2023-12-01 - 10:03:45 PM GMT
-  Email viewed by nkeeler@getonward.com
2023-12-04 - 6:42:39 PM GMT
-  Signer nkeeler@getonward.com entered name at signing as Nicolas Keeler
2023-12-04 - 6:42:59 PM GMT
-  Document e-signed by Nicolas Keeler (nkeeler@getonward.com)
Signature Date: 2023-12-04 - 6:43:01 PM GMT - Time Source: server
-  Document emailed to Grace Weitz (gweitz@inyocounty.us) and John-Carl Vallejo (jcvallejo@inyocounty.us) for signature. One of them to sign
2023-12-04 - 6:43:04 PM GMT
-  Email viewed by John-Carl Vallejo (jcvallejo@inyocounty.us)
2023-12-04 - 7:26:26 PM GMT
-  Document e-signed by John-Carl Vallejo (jcvallejo@inyocounty.us)
Signature Date: 2023-12-04 - 7:26:57 PM GMT - Time Source: server
-  Document emailed to Amy Shepherd (ashepherd@inyocounty.us) and Christie Martindale (cmartindale@inyocounty.us) for signature. One of them to sign
2023-12-04 - 7:26:59 PM GMT
-  Email viewed by Amy Shepherd (ashepherd@inyocounty.us)
2023-12-05 - 3:18:18 AM GMT




COUNTY OF INYO
CALIFORNIA


Powered by
Adobe
Acrobat Sign

 Document e-signed by Amy Shepherd (ashepherd@inyocounty.us)


Signature Date: 2023-12-05 - 3:27:16 AM GMT - Time Source: server

 Document emailed to koney@inyocounty.us for signature


2023-12-05 - 3:27:17 AM GMT

 Email viewed by koney@inyocounty.us


2023-12-05 - 6:43:53 PM GMT

 Signer koney@inyocounty.us entered name at signing as Keri Oney


2023-12-05 - 6:45:19 PM GMT

 Document e-signed by Keri Oney (koney@inyocounty.us)

Signature Date: 2023-12-05 - 6:45:21 PM GMT - Time Source: server

 Document emailed to Aaron Holmberg (aholmberg@inyocounty.us) for signature

2023-12-05 - 6:45:23 PM GMT

 Email viewed by Aaron Holmberg (aholmberg@inyocounty.us)

2023-12-05 - 11:55:37 PM GMT

 Document e-signed by Aaron Holmberg (aholmberg@inyocounty.us)

Signature Date: 2023-12-05 - 11:56:16 PM GMT - Time Source: server

 Agreement completed.

2023-12-05 - 11:56:16 PM GMT





INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 12, 2023

Reference ID:
2023-4342

Memorandum of Understanding between the County of Inyo and Law Enforcement Administrators Association (LEAA)

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY

Sue Dishion, Assistant County Administrator

ITEM PRESENTED BY

Sue Dishion, Assistant County Administrator

RECOMMENDED ACTION:

Ratify and approve the July 1, 2022 - June 30, 2025 Memorandum of Understanding (MOU) between the County of Inyo and the Law Enforcement Administrators Association (LEAA).

BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board has given direction regarding negotiations on the current Memorandum of Understanding (MOU) with the Law Enforcement Administrators Association (LEAA). At this time, negotiations concluded successfully with all parties agreeing on the terms of the MOU.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	Various Sheriff Budgets
Budgeted?	Yes, partially	Object Code	Salaries and Benefits
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Funding for these increases was partially included in the current fiscal year budget. The departments will review the expenses during the Mid-Year and Third Quarter processes to ensure there is sufficient funding to get through the end of the year. If funding is not sufficient, the Budget Team will work with the Department to fund the increases.			
Future Fiscal Year Impacts			
All future impacts will be budgeted.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the MOU and direct staff to re-negotiate the terms with LEAA.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. LEAA MEMORANDUM OF UNDERSTANDING 2022-2025

APPROVALS:

Denelle Carrington	Created/Initiated - 12/5/2023
Darcy Ellis	Approved - 12/5/2023
Sue Dishion	Approved - 12/6/2023
John Vallejo	New -
Amy Shepherd	
Nate Greenberg	

MEMORANDUM OF UNDERSTANDING

between

**INYO COUNTY LAW ENFORCEMENT
ADMINISTRATORS ASSOCIATION**

and

COUNTY OF INYO

July 1, 2022 – June 30, 2025

Table of Contents

Section 1 – Introduction	4
Article 1 – Recognition	4
Article 2 – Not Applicable	4
Article 3 – Non-Discrimination	4
Article 4 – Personnel Rules and Regulations	4
Article 5 – Membership	5
Article 6 – Merit System Membership	5
Section 2 – Salaries / Additional Compensation	5
Article 1 – Salaries	5
Article 2 – Longevity Pay	5
Article 3 – Bilingual Pay	6
Article 4 – Uniforms	6
Article 5 – Out of Classification Pay	6
Article 6 – Other Safety Compensation	6
Article 7 – Wellness Bonus	8
Section 3 – Leave	8
Article 1 – Vacation	8
Article 2 – Holidays	9
Article 3 – Sick Leave	9
Article 4 – Leave Pool	9
Article 5 – Administrative Leave	10
Section 4 – Other Benefits	10
Article 1 – Insurance	10
Article 2 – Retirement	11
Section 5 – Policy and Procedures	12
Article 1 – No Smoking Policy	12
Article 2 – Drug and Alcohol Policy	12
Article 3 – Employee Assistance Program	12
Article 4 – Travel Pay	12
Article 5 – Tuition Reimbursement	12
Article 6 – Mistaken Overpayments	13
Article 7 – Elevation to Elected Office	13

Article 8 – Discipline & Grievance Procedure	13
Article 9 – Personnel Complaints per Section 832.5 of the California Penal Code	13
Article 10 – Administrative Reorganization	13
Section 6 – Other Terms	14
Article 1 – Authorized Agents	14
Article 2 – No Strike – No Lockout	14
Article 3 – Emergency Waiver	14
Article 4 – Re-opener	15
Article 5 – Employee Organizational Rights and Responsibilities	15
Article 6 – Separability	15
Article 7 – Sole and Entire MOU	15
Article 8 – Term of Memorandum Of Understanding	15
Article 9 – Ratification and Execution	16

**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF INYO
AND
THE INYO COUNTY LAW ENFORCEMENT ADMINISTRATORS ASSOCIATION**

2022-2025

Section 1 – Introduction

Article 1 – Recognition

The County of Inyo (hereinafter called the “County”) has recognized the Inyo County Law Enforcement Administrators Association (hereinafter called the “Association”) as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500 *et seq.*, when rules, regulations, or laws affecting wages, hours and other terms and conditions of employment are amended or changed.

Article 2 – Not Applicable

Article 3 – Non-Discrimination

Section 1: The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code Sections 3500 to 3511.

Section 2: The County and Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, medical condition or sexual orientation. The County and Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.

Section 3: Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

Article 4 – Personnel Rules and Regulations

The County of Inyo Personnel Rules and Regulations are hereby incorporated by reference and, except as provided in this Memorandum of Understanding, govern the terms and conditions of employment.

Article 5 – Membership

The Association represents the following management positions:

Assistant Sheriff:	Sheriff’s Department
Lieutenants:	Sheriff's Department
Chief Investigator:	District Attorney Department

Article 6 – Merit System Membership

Those positions represented by the Association shall be part of the County Merit System, with the terms and conditions of their employment governed by the County Merit System rules, the County of Inyo Personnel Rules and Regulations and this Memorandum of Understanding. The County shall amend the current Merit System rules as necessary to comply with this section.

Section 2 – Salaries / Additional Compensation

Article 1 – Salaries

Section 1: The positions represented by the Association are flat salaried positions subject only to benefits as addressed by this MOU.

Assistant Sheriff:	SC83, SD83, SE83
Lieutenants:	SC81, SD81, SE81
Chief Investigator:	SC81, SD81, SE81

Section 2: **COLA:** All salaries shall be adjusted annually on the first pay period in July by the Cost of Living. Cost of Living shall be determined by the March-to-March change of the BLS (Bureau of Labor Statistics) Riverside-San Bernardino-Ontario Consumer Price Index. The CAP on the COLA will be no less than 0% and no more than 4% of the Urban Wage Earners and Clerical Workers.

EQUITY:

- Retroactive to the first full pay period in July 2022 – 4%
- The first full pay period of July 2023 – 1%
- The first full pay period of July 2024 – 1%

The salaries of the Association members (with said known increases included) shall be as set forth in Appendix A.

Article 2 – Longevity Pay

At year 6 on the anniversary date the employee will receive a 1 percent increase to the base salary and will receive a ½ percent increase every year after until employee reaches a total of 8 percent and 20 years of service.

Article 3 – Bilingual Pay

The County agrees to compensate members who successfully demonstrate the ability to provide bilingual services to the public in the languages designated below shall be compensated as follows:

Spanish I – Those who can communicate with the public will receive an additional two percent (2%) of base pay.

Spanish II – Those who interview and interrogate will receive an additional three percent (3%) of base pay.

Spanish III – Those who speak, read and write will receive an additional five percent (5%) of base pay.

Retroactive to the first full pay period in July 2022. Testing must be completed by March 31, 2024 in order to be retroactive back to July 2022. If testing occurs after March 31, 2024 it will be paid on the next full pay period that the test was passed. There is no retroactivity for moving from one level to another.

Testing will be administered by personnel assigned at the Department Head's discretion.

Article 4 – Uniforms

1. County agrees to pay a uniform allowance of \$2,000 per year for the cleaning, replacement and maintenance of member's clothing.
2. Uniform allowance to be paid in the amount of \$76.92 per pay period.
3. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the Member. The determination as to replacement or repair shall be made by the Department. Normal wear and tear are not included.

Article 5 – Out of Classification Pay

In the event a represented employee is temporarily assigned for a period of more than 5 working days to a position with a higher salary range that member shall have his or her salary increased to the amount of the higher range for the duration of the assignment. The increase is retroactive to the first day of the assignment.

Article 6 – Other Safety Compensation

A. Education Incentive:

1. County agrees to compensate Members holding Associate College degrees and/or an Intermediate Certificate issued by Peace Officers Standards and Training an additional five percent (5%) of the Members base pay.
2. County agrees to compensate Members holding Bachelor College degrees and/or an Advanced Certificate issued by Peace Officers Standards and Training an additional five percent (5%) of the Members base pay.

3. County agrees to compensate Members holding a Supervisory Certificate issued by Peace Officers Standards and Training an additional five percent (5%) of the Members base pay.
4. County agrees to compensate Members possessing a Masters Degree in a field applicable to Law Enforcement Management and/or a Management Certificate from Peace Officers Standards and Training an additional six percent (6%) of the Members base pay.

Stand by Pay: Employees requested by the Department Head to serve in an after-hours response capacity will receive \$75.00 for performing standby duties on each regularly scheduled day and \$120.00 for performing stand-by duties on regularly scheduled days off or holidays.

- B. Safety Equipment: The County agrees to supply the following safety equipment to Members. If Members wish to purchase equipment that is not standard issue, they may do so at their own expense. All equipment shall meet Departmental approval prior to use.

Gun
Holster
Sam Browne belt and accessories
Baton and holder
Handcuff case and handcuffs
Flashlight including batteries
Ammunition and holder
Safety helmet
Body armor
Parka Rain gear (pants and jacket)

Association agrees to waive all claims for sums expended by its Members to purchase equipment.

- C. Expert Pay: All members who qualify as "Expert" or higher at a quarterly qualification shoot will receive a one-time payment of \$50. A qualifying shoot shall be scheduled by the Departments once each quarter with a Department appointed firearms instructor. For those members unable to participate in the designated shoot due to vacation, illness, or other reasons acceptable to the Department, the Department may schedule a make-up qualifying shoot. A member may only have one attempt to qualify as Expert or higher for this additional compensation each quarter. The Firearms Instructor will designate, in accordance with the Department policy, which attempt at the qualifying shoot will be the "designated qualifying shoot".
- D. Additional Compensation in "Times of Emergency" – in times of declared disaster/emergency, State or Federal, those members assigned to that disaster/emergency shall be compensated for overtime at the rate of time and one-half upon the receipt

of reimbursement funds by the County from the State or Federal government for the members work that meets the requirements for the reimbursement rate of time and one-half. This additional compensation shall be provided per the requirements of Resolution No. 94-15.

Article 7 – Wellness Bonus

It is the purpose of the Gym Membership/Equipment Reimbursement Program to improve the level of physical fitness and health among the Association members so that their field performance will be enhanced and also to improve their overall degree of wellness as an enrichment to their personal lives as well as a productivity benefit to the County.

Gym Membership/Gym Equipment Reimbursement:

The County will reimburse employees up to a maximum of \$500 per calendar year for gym equipment or gym/fitness memberships (i.e., Ju Jitsu, yoga, iFit, etc.) as approved by the Sheriff in advance. Members seeking reimbursement shall first pay the cost up-front and obtain proof of payment in order to submit a request for reimbursement to the County. This program is voluntary, and employees will participate on their own time without compensation from the County.

Section 3 – Leave

Article 1 – Vacation

Vacation accrual rates and use of vacation are defined in the County Personnel Rules and Regulations Manual.

1. The maximum number of vacation days, which may be accrued, shall be 280 hours (35 days).
2. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits as long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the alternate vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangements, which approval will not be unreasonably denied.
3. In the event an employee would cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangements, which approval will not be unreasonably denied.

The Association understands that the County is under no obligation to change vacation benefits for DSA employees and that an agreement providing for no changes to vacation benefits for DSA employees would result in no changes to LEAA represented employees.

Article 2 – Holidays

Association Members shall be entitled to the following legal holidays:

January 1 (New Years Day)
Third Monday in January (Martin Luther King Day)
February 12 (Lincoln's Birthday)
Third Monday in February (Presidents Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
September 9 (California Admissions Day)
Second Monday in October (Columbus Day)
November 11 (Veterans Day)
Thanksgiving Day
Friday immediately following Thanksgiving Day
December 25 (Christmas)
Christmas Eve and New Years Eve (See below)

All regular employees eligible therefore under Rule 818 of the Personnel Rules shall be entitled to a one (1) day holiday with pay on their last working day preceding either December 25 or January 1 of each year. The employees' Department head shall determine upon which of the alternative days the employee may take such leave. Department heads shall schedule such leaves in a manner which ensures continuation of regular County business with a minimum degree of disruption. If an employee cannot be excused on either day, the employee shall be entitled to leave at some other time convenient to the Department.

Every day appointed by the President or Governor for a public fast, thanksgiving or holiday.

If any of the above designated holidays falls on a Saturday, the preceding Friday is a holiday. If any of the above designated holidays falls on a Sunday, the following Monday is a holiday. Employees for whom necessity requires a different holiday schedule than generally applied shall work according to regulations prepared by the Department head.

Article 3 – Sick Leave

There shall be no payoff of accrued unused sick leave upon termination or retirement.

Article 4 – Leave Pool

Association members are all currently involved in the County Leave Pool and as such continue to be involved on an equal basis with DSA members.

Article 5 – Administrative Leave

- Section 1: The County shall grant employees 80 hours of Administrative hours each fiscal year.
- Section 2: Administrative hours will be granted each July 1 and must be exhausted by the following June 30. Administrative hours will not accrue from one fiscal year to the next.
- Section 3: Administrative hours will not be paid should an employee terminate, for any reason, from County services.
- Section 4: An employee requesting administrative hours shall give a minimum of 48 hours' notice to his/her supervisor. A request to take leave may be denied due to the operational needs of the employee's department.
- Section 5: New employees, upon appointment, shall be granted a prorated number of Administrative hours as follows:

July 1 – October 31	80 hours
November 1 – February 28	48 hours
March 1 – June 30	16 hours

Section 4 – Other Benefits

Article 1 – Insurance

A. Medical

- 1. County will pay 80% of the monthly premium, and Member will pay 20% of monthly premium for either PERS Platinum, PERS Gold, Blue Shield EPO, or PORAC medical plans during the term of this MOU.
- 2. County agrees to pay 50% of the annual deductible of all plans. Payment of the deductible amount will be by reimbursement to the employee.
- 3. Employee may opt out of health insurance if they have other medical coverage. If they do so, the County will pay the following amounts to the employee per pay period:
 - i. Employee only coverage - \$92.31
 - ii. Employee plus one - \$184.62
 - iii. Employee plus family - \$276.93

B. Dental

County agrees to pay 100% of the premiums for dental insurance during the term of this MOU. County agrees to additional orthodontia benefit for adults and children, 50% benefit schedule, \$1,200 lifetime maximum.

C. Optical

County agrees to pay 100% of the premiums for optical insurance during the term of this MOU.

D. Life

County agrees to pay 100% of the premium for life insurance during the term of this MOU. County and Association agree to a re-opener once information is received to change the life insurance for the entire county.

E. Short-Term Disability

County will provide all eligible employees with a self-insured income protection plan for up to one (1) year for non-job-related disabilities preventing a person from working. County agrees to pay the premium based on the state disability program. Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of County Administrator.

F. Long-Term Disability

County agrees to pay 100% of the insurance premiums for existing Long-Term Disability Program for the term of this MOU.

Article 2 – Retirement

PERS Employee hired prior to January 1, 2013 (Classic)

1. County agrees to provide the 3% at 50 formula PERS retirement for Safety members for current employees.
2. County agrees to pay for half of the member's contribution for retirement at the rate of 4.5% for the 3% at 50 PERS retirement.
3. The member will pay for the other half of the member's contribution for the retirement at the rate of 4.5% for the 3% at 50 PERS retirement.
4. PERS benefits to safety employees shall consist of:
 - a. The "highest year" computation for these employees will be based on highest one year's salary.
 - b. Upon retirement any member may convert up to three hundred (300) days accrued unused sick leave to service credit for retirement purposes.
 - c. County will pay 50% of the member's normal contributions as employer paid member contributions (EPMC) and report the same percentage of compensation earnable as additional compensation pursuant to Government Code Sections 20636(c)(4) and 20691. (4.5% to be reported at EPMC).
 - d. All other provisions as amended in the County PERS contract.

Employees hired after January 2013 (PEPRA)

Employees will receive 2.7% at 57 and employees will be required to pay at least fifty percent (50%) of normal cost toward retirement.

Section 5 – Policy and Procedures

Article 1 – No Smoking Policy

County and Association agree to a non-smoking policy as a condition of employment for new hires.

Article 2 – Drug and Alcohol Policy

- A. Association agrees to the County Alcohol and Drug Abuse Policy as last amended. County agrees that members are excluded from this policy when duties require they maintain possession of alcohol or drugs. County also agrees that members who are required by the Department to undergo an alcohol or drug test as described in the policy will:
1. be entitled to a second sample and independent analysis of the second sample; and
 2. be evaluated under County Personnel Rules and Regulations policies with regard to "probable cause" for drug testing.
- B. The Association also agrees to the County of Inyo Drug and Alcohol Policy pursuant to the Department of Transportation Resolutions as amended.

Article 3 – Employee Assistance Program

The County will provide represented employees with the same employee assistance program as provided to its other merit system employees.

Article 4 – Travel Pay

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

Article 5 – Tuition Reimbursement

The County agrees to reimburse educational expenses in accordance with the County of Inyo Employee Training, Continuing Education and Tuition Assistance Policy.

Article 6 – Mistaken Overpayments

Should any covered employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deduction from the pay of the employee in question up to not more than the amount of overpayment. However, not more than twenty-five percent (25%) of any such employee's net pay shall be deducted from any one paycheck for this purpose.

Article 7 – Elevation to Elected Office

In the event an Association member is elected to any County Office, the Member may carry over to the new position 120 days of sick leave for the sole purpose of converting such sick leave to service credit as the time of retirement.

In the event an elected office is vacated by an elected official, a represented employee temporarily assigned the duties of that elected official shall have his salary increased to the amount the elected official received when the office was vacated. Such increase shall be paid beginning the date the office was vacated until the vacancy is filled by either the Board of Supervisors or an election, whichever is earlier.

Article 8 – Discipline & Grievance Procedure

Employee grievances and discipline shall be handled in accordance with the County Personnel Rules and Regulations. Selection of Hearing Officer shall be mutually agreed upon by both parties and to be selected from a list provided by State Mediation and Conciliation Service.

This Memorandum of Understanding hereby incorporates by reference the provisions of sections 3300 through 3311 of the Government Code of the State of California, which sections are collectively known as the Public Safety Officers' Procedural Bill of Rights Act.

Article 9 – Personnel Complaints per Section 832.5 of the California Penal Code

Personnel Complaints will be taken as required by law.

In those cases where a personnel complaint is of a nature that may result in disciplinary action as referenced in Sections 3300 through 3311 of the California Government Code, the Department will request such complaint be made in writing. If the complaining party refuses to write or sign such complaint, such refusal will be noted in the investigator's report along with the reason, if known.

Article 10 – Administrative Reorganization

If Department layoffs are required, those having a below standard evaluation at last annual evaluation will be laid off first, and thereafter, layoffs will be made by seniority. Seniority shall be determined first by rank, then by length of service within a rank and finally by length of service with the Department.

When the Department rehires after layoffs have occurred, the last employee laid off will be the first employee rehired.

Section 6 – Other Terms

Article 1 – Authorized Agents

Authorized agents, for the purpose of administering the terms and provisions of this Memorandum of Understanding shall be:

County:
County Administrator Officer
PO Drawer N
Independence, CA 93526

Association:
Inyo County Sheriff's Department
Attn: LEAA President
PO Drawer S
Independence, CA 93526

Article 2 – No Strike – No Lockout

- Section 1: The Association, its officers, agents, representatives and or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sick-out, or any other job action by withholding or refusing to perform services.
- Section 2: The County agrees that it shall not lockout the represented employees during the term of this MOU. The term "lockout" is hereby defined so as to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work employees of the County in the exercise of its rights as set forth in any of the provisions of this MOU or applicable ordinance or law.
- Section 3: Any employee of the County who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including termination.
- Section 4: In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

Article 3 – Emergency Waiver

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this MOU or the Personnel Rules of the County, which restricts the County's ability to respond in these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the

Association shall have the right to meet and confer with the County regarding the impact on employees of the suspension of these provisions in the MOU and any personnel rules and policies.

Article 4 – Re-opener

At any time during this MOU, the Association or the County may reopen this MOU to negotiate any term(s) and condition(s) expressly addressed or absent from this MOU upon 30 days written notice to the other side. Both parties agree to negotiate regarding any issues subject to the request to reopen the MOU. Changes will only be made by mutual agreement of both sides.

Article 5 – Employee Organizational Rights and Responsibilities

Article 6 – Separability

Should any provision of this MOU be found inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

Article 7 – Sole and Entire MOU

Section 1: It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State Law.

Section 2: The parties acknowledge that the Board of Supervisors will adopt this agreement by resolution and that said resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

Article 8 – Term of Memorandum Of Understanding

The term of this Memorandum of Understanding shall continue in full force and effect until June 30, 2025. The County will provide each employee represented by the Association with a copy of this and all subsequent MOU's.

Article 9 – Ratification and Execution

The County and Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratification by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the County and Association and entered into as of this 12th day of December 2023.

DATED: 12/07/2023

SIGNED: A/S: B
LEAA President

DATED: _____

SIGNED: _____
Chairperson, Board of Supervisors

OLD PAY - BEFORE EQUITY ADDED						
Range	Step A	Step B	Step C	Step D	Step E	Step F
079SC	7,376	7,746	8,119	8,549	8,973	9,421
079SD	7,744	8,133	8,528	8,975	9,421	9,894
079SE	8,209	8,622	9,041	9,514	9,988	10,486
081SC	7,634	8,017	8,406	8,845	9,288	9,752
081SD	8,016	8,418	8,826	9,290	9,751	10,240
081SE	8,498	8,924	9,356	9,846	10,337	10,853
083SC	7,902	8,298	8,701	9,159	9,612	10,091
083SD	8,297	8,712	9,134	9,614	10,091	10,597
083SE	8,796	9,234	9,683	10,190	10,697	11,232
085SC	8,179	8,590	9,005	9,476	9,948	10,445
085SD	8,588	9,019	9,458	9,951	10,445	10,968
085SE	9,103	9,562	10,024	10,547	11,071	11,624
Effective July 6, 2022 - Adding 4% EQUITY						
Range	Step A	Step B	Step C	Step D	Step E	Step F
079SC	7,671	8,056	8,444	8,891	9,332	9,796
079SD	8,054	8,458	8,869	9,334	9,798	10,290
079SE	8,537	8,967	9,403	9,895	10,388	10,905
081SC	7,939	8,338	8,742	9,199	9,660	10,142
081SD	8,337	8,755	9,179	9,662	10,141	10,650
081SE	8,838	9,281	9,730	10,240	10,750	11,287
083SC	8,218	8,630	9,049	9,525	9,996	10,495
083SD	8,629	9,060	9,499	9,999	10,495	11,021
083SE	9,148	9,603	10,070	10,598	11,125	11,681
085SC	8,506	8,934	9,365	9,855	10,346	10,863
085SD	8,932	9,380	9,836	10,349	10,863	11,407
085SE	9,467	9,944	10,425	10,969	11,514	12,089
RETRO TO July 5, 2023 - with added 4% COLA + 1% EQUITY EFFECTIVE ON THE DECEMBER 7, 2023 PAYROLL						
Range	Step A	Step B	Step C	Step D	Step E	Step F
079SC	8,055	8,459	8,866	9,336	9,799	10,288
079SD	8,457	8,881	9,312	9,801	10,288	10,805
079SE	8,964	9,415	9,873	10,390	10,907	11,450
081SC	8,336	8,755	9,179	9,659	10,143	10,649
081SD	8,754	9,193	9,638	10,145	10,648	11,183
081SE	9,280	9,745	10,217	10,752	11,288	11,851
083SC	8,629	9,062	9,501	10,001	10,496	11,020
083SD	9,060	9,513	9,974	10,499	11,020	11,572
083SE	9,605	10,083	10,574	11,128	11,681	12,265
085SC	8,931	9,381	9,833	10,348	10,863	11,406
085SD	9,379	9,849	10,328	10,866	11,406	11,977
085SE	9,940	10,441	10,946	11,517	12,090	12,693

LEAA - LAW ENFORCEMENT ADMINSTRATIVE ASSISTANTS
EFFECTIVE JULY 7, 2022
4% COLA + 4% EQUITY

Range	Step A	Step B	Step C	Step D	Step E	Step F
079SC	7,671	8,056	8,444	8,891	9,332	9,798
079SD	8,054	8,458	8,869	9,334	9,798	10,290
079SE	8,537	8,967	9,403	9,895	10,388	10,905
081SC	7,939	8,338	8,742	9,199	9,660	10,142
081SD	8,337	8,755	9,179	9,662	10,141	10,650
081SE	8,838	9,281	9,730	10,240	10,750	11,287
083SC	8,218	8,630	9,049	9,525	9,996	10,495
083SD	8,629	9,060	9,499	9,999	10,495	11,021
083SE	9,148	9,603	10,070	10,598	11,125	11,681
085SC	8,506	8,934	9,365	9,855	10,346	10,863
085SD	8,932	9,380	9,836	10,349	10,863	11,407
085SE	9,467	9,944	10,425	10,969	11,514	12,089

**LEAA - LAW ENFORCEMENT ADMINSTRATIVE ASSISTANTS
EFFECTIVE DECEMBER 7, 2023 (RETROACTIVE TO JULY 6, 2023)
4% COLA + 1% EQUITY**

Range	Step A	Step B	Step C	Step D	Step E	Step F
079SC	8,055	8,459	8,866	9,336	9,799	10,288
079SD	8,457	8,881	9,312	9,801	10,288	10,805
079SE	8,964	9,415	9,873	10,390	10,907	11,450
081SC	8,336	8,755	9,179	9,659	10,143	10,649
081SD	8,754	9,193	9,638	10,145	10,648	11,183
081SE	9,280	9,745	10,217	10,752	11,288	11,851
083SC	8,629	9,062	9,501	10,001	10,496	11,020
083SD	9,060	9,513	9,974	10,499	11,020	11,572
083SE	9,605	10,083	10,574	11,128	11,681	12,265
085SC	8,931	9,381	9,833	10,348	10,863	11,406
085SD	9,379	9,849	10,328	10,866	11,406	11,977
085SE	9,940	10,441	10,946	11,517	12,090	12,693



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 12, 2023

Reference ID:
2023-4319

Payment to Department of Health Care Services Health & Human Services - Behavioral Health ACTION REQUIRED

ITEM SUBMITTED BY

Melissa Best-Baker, Deputy Director - Fiscal Oversight and Special Operations

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve payment to the Department of Health Care Services (DHCS) in the amount of \$54,836.00.

BACKGROUND / SUMMARY / JUSTIFICATION:

Department of Health Care Services (DHCS) finished their FY 2017/2018 Substance Abuse Block Grant Audit in June 2023. During that audit, they indicated that they did not approve how we were allocating the indirect costs and supporting costs across all the Substance Use Disorder (SUD) programs, specifically we were not including the Driving Under the Influence (DUI). After the indirect and supporting costs are reallocated, they determined we were overpaid in SABG by \$54,836.00. We are requesting authorization to pay those funds back to DHCS.

We identified that because DUI is a separate county budget, it was not included in the SUD cost report. We were working on the FY 2018/19 cost report when these finding were given to us and changed our process so this will not be an issue in the future.

FISCAL IMPACT:

Funding Source	Behavioral Health Realignment	Budget Unit	045315
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

We will be out of compliance if we do not pay back these funds.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. DHCS SABG 17-18 Audit Invoice

APPROVALS:

Melissa Best-Baker	Created/Initiated - 12/1/2023
Darcy Ellis	Approved - 12/1/2023
Anna Scott	Approved - 12/5/2023
John Vallejo	Approved - 12/5/2023
Amy Shepherd	Approved - 12/6/2023
Nate Greenberg	New -

DEPARTMENT OF HEALTH CARE SERVICES
ACCOUNTING SECTION
P.O. BOX 997415
SUITE 71.2014, MS 1101
SACRAMENTO, CA 95899-7415
(916) 345-7430

JGA
10/23/23

INYO COUNTY
FISCAL DIVISION.
PO DRAWER H
INDEPENDENCE, CALIFORNIA 93526

INVOICE #: HCS0004489
DATE: 07/26/2023
DUE: UPON RECEIPT
BALANCE DUE: \$ 54,836.00

FOR:

PLEASE RECOUP/DISBURSE IN ACCORDANCE WITH THIS ISSUED DRUG MEDICAL AUDIT REPORT. THIS ACTION IS CONSISTENT WITH THE FINANCIAL AUDIT SETTLEMENT UNDER THE AUTHORITY OF SECTION 14170 OF THE WELFARE AND INSTITUTIONS CODE. 17-94131 SAPT

BILLING PERIOD: 17/18 SFY

PROGRAM CONTACT:

DHCS – PROGRAM FISCAL UNIT
CONTRACTS AND FISCAL SECTION
1501 CAPITOL AVENUE
SACRAMENTO, CA 95814
ATTN: LANIA BUSSEY-JACKSON (916) 713-8769

045315
5265
FY1718 recoup.

(PLEASE DETACH AND MAIL WITH PAYMENT)

MAKE CHECK PAYABLE TO:
DEPARTMENT OF HEALTH CARE SERVICES

INVOICE #: HCS0004489

MAIL TO:
DEPARTMENT OF HEALTH CARE SERVICES
ACCOUNTING SECTION, SUITE 71.2014, MS 1101
P.O. BOX 997415
SACRAMENTO, CA 95899-7415
ATTN: ACCOUNTS RECEIVABLE UNIT

TOTAL DUE: \$ 54,836.00



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 12, 2023

Reference ID:
2023-4320

Memorandum of Understanding with Blue Cross of California Partnership Plan, Inc. (Anthem) Health & Human Services - Behavioral Health ACTION REQUIRED

ITEM SUBMITTED BY

Melissa Best-Baker, Deputy Director - Fiscal Oversight and Special Operations

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve the MOU between the County of Inyo and Anthem of Woodland Hills, CA for the provision of Continuum of Care (CoC) supports in an amount not to exceed \$10,000 for the period of January 1, 2024 through December 31, 2025, contingent upon the Board's approval of future budgets, and authorize Anna Scott, HHS Director to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Anthem has offered Inyo County HHS funding as the CoC lead agency to enhance the annual Point-in-Time count, stipends for participation on the CoC Board and shelter supplies. We are requesting approval to sign the MOU and accept these monies.

FISCAL IMPACT:

Funding Source	Grant Funded (Anthem)	Budget Unit	055900
Budgeted?	Yes	Object Code	4498
Recurrence	One-Time Funding		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Not accepting these monies will limit some of our abilities to perform CoC administrative activities.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Mono and Alpine County Health and Human Services Departments, Mono Behavioral Health, Eastern Sierra Community Housing

ATTACHMENTS:

1. Anthem Blue Cross MOU

APPROVALS:

Melissa Best-Baker	Created/Initiated - 11/29/2023
Darcy Ellis	Approved - 11/29/2023
Anna Scott	Approved - 11/29/2023
John Vallejo	Approved - 12/1/2023
Amy Shepherd	Approved - 12/5/2023
Nate Greenberg	New -

Memorandum of Understanding
Between BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN INC., d.b.a Anthem,
AND
INYO COUNTY HEALTH AND HUMAN SERVICE AGENCY

This Memorandum of Understanding (“MOU”) is entered into as of January 1, 2024, by and between Blue Cross of California Partnership Plan INC., d.b.a. ANTHEM (“ANTHEM”) and INYO COUNTY HEALTH AND HUMAN SERVICE AGENCY (HHSA) (“INYO COUNTY HHSA”), a non-profit organization based in San Jose, CA. Each Party named above shall be individually referred to in this MOU as "Party" or collectively, as "Parties."

I. PURPOSE OF THE MOU

The purpose of this MOU is to provide INYO COUNTY HHSA, who operates as lead agency for the Eastern Sierra Continuum of Care (CoC) with a single, lump-sum payment of ten thousand dollars (\$10,000.00) (“Funds”), which INYO COUNTY HHSA shall use to support a stipend to increase lived experience in the Eastern Sierra Continuum of Care Board and help purchase emergency shelter supplies.

II. DISBURSEMENT OF FUNDS BY INYO COUNTY HHSA AND SERVICES PROVIDED.

- A. INYO COUNTY HHSA will use Funds to support the following activities:
 - i. Provide stipend for an individual with lived experience of homelessness to participate on the Continuum of Care Board.
 - ii. Purchase emergency shelter supplies such as cots, blankets, toiletries, and other supplies as necessary.
 - iii. Support volunteer recruitment, supplies, and incentives to ensure high-level of engagement in Point-in-Time (PIT) count to enhance data capture.
- B. INYO COUNTY HHSA will be responsible for the identification of relevant requirements and parameters of eligibility for the Program and have sole responsibility for the identification and selection of individuals who enroll and/or participate in the Program.
- C. INYO COUNTY HHSA shall not discriminate against any person, applicant, or participant of the Program on the basis of age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, or any other unlawful basis. INYO COUNTY HHSA will comply with all applicable laws prohibiting discrimination.
- D. Reporting results will be made available to ANTHEM at 6 and 12 months past the execution of this agreement: (number of individuals served, types of services provided, other reporting if required}, and any other information requested by ANTHEM related to performance under this MOU.
- E. INYO COUNTY HHSA agrees that no more than 10% of the Funds may be used for administrative costs.
- F. No later than December 31, 2025, all unused, unapplied, or unassigned Funds shall be returned to ANTHEM.
- G. INYO COUNTY HHSA will begin distributing the Funds as soon as possible in January 2024.

H. On an ongoing basis, INYO COUNTY HHSA shall (i) monitor and track use of Funds and performance of services under Program, and (ii) comply with all applicable state and federal laws related to use of Funds and services performed under Program. INYO COUNTY HHSA agrees to report to ANTHEM promptly any suspected misuse of Funds. INYO COUNTY HHSA acknowledges and understands that should any misuse of Funds be determined; INYO COUNTY HHSA will be required to return Funds to ANTHEM immediately.

III. EXPECTED OUTCOMES OF THE PROGRAM(S).

- A. The expected outcomes of the Program
- i. Provide stipend for an individual with lived experience of homelessness to participate on the Continuum of Care Board.
 - ii. Purchase emergency shelter supplies such as cots, blankets, toiletries, and other supplies as necessary.
 - iii. Support volunteer recruitment, supplies, and incentives to ensure high-level of engagement in Point-in-Time (PIT) count to enhance data capture.

IV. ADDITIONAL SERVICES PROVIDED BY ANTHEM.

- A. Within (30) thirty days of the execution of this MOU, ANTHEM will provide the Funds to INYO COUNTY HHSA as one-time funding to support the Program described herein.
- B. ANTHEM will participate in regular conference calls with INYO COUNTY HHSA during the Term hereof to discuss Program outcomes and progress.

V. CONFIDENTIALITY AND MAINTENANCE OF RECORDS.

- A. If applicable, Parties will comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996, 42 CFR part 2, and the Gramm Leach Bliley Act of 1999 through a Business Associate Agreement. Inasmuch as a Business Associate Agreement (“BAA”) is not included with this MOU or otherwise in place between the Parties, and INYO COUNTY HHSA is engaged for services that include the potential for access to PHI, INYO COUNTY HHSA must enter into a BAA acceptable to ANTHEM prior to performing such services. In the event the BAA is not signed by INYO COUNTY HHSA, ANTHEM may terminate this MOU without penalty or termination fees. This Section shall survive termination of the MOU.
- B. INYO COUNTY HHSA will keep systematic records of all expenditures relating to this MOU. Such records, including bills, invoices, canceled checks, and receipts, will be retained by INYO COUNTY HHSA for five (5) years after this MOU terminates or expires and will be available for ANTHEM inspection during that period.

VI. INTELLECTUAL PROPERTY.

Each Party recognizes and acknowledges that the other Party owns or may own certain intellectual property that was not developed specifically for or funded for a purpose contemplated herein, but which may be used in connection with the services contemplated

under this MOU, (“Independent Intellectual Property”), and agrees that all such Independent Intellectual Property shall, as between the Parties, remain the sole property of the originating Party. Each Party acknowledges and agrees that, except as required by this MOU, no Party is obtaining rights to any other Party's Independent Intellectual Property as a result of this MOU, unless expressly agreed to by the Party owning such Independent Intellectual Property.

VII. AUTHORITY; INDEMNIFICATION; LIMITATION OF LIABILITY.

- A. Authority. Each Party represents and warrants to the other Party that its performance of this MOU will not breach any other agreement or obligation by which it is bound, and that it has all rights, consents and licenses necessary to fulfill its obligations to the other Party hereunder.
- B. Indemnification
 - i. Indemnification. Each Party (“Indemnifying Party”) shall defend, indemnify and hold harmless the other Party and the other Party’s respective affiliates, successors and assigns, officers, directors, trustees, employees, permitted subcontractors, representatives, and agents (the “Indemnified Parties”) from and against any and all losses, liabilities, damages, fines, penalties, costs, or expense (including reasonable attorneys’ fees and other expenses of litigation) (collectively, “Loss” or “Losses”) arising or resulting from any claim, action, suit, or other proceeding (collectively, “Claims”) to the extent such Losses result, arise, or relate to (a) the Indemnifying Party's material breach of any of its representations under this MOU, (b) the negligence or willful misconduct of the Indemnifying Party in performing its activities under the MOU, or (c) the activities performed by or on behalf of the Indemnifying Party, including by any subcontractor. This indemnification provision does not apply to a direct claim by one Party against the other Party.
 - ii. Notice to Indemnifying Party. If any Indemnified Party receives notice of any claim or other commencement of any action or proceeding with respect to which the Indemnifying Party is obligated to provide indemnification pursuant to this section, the Indemnified Party shall, within fifteen (15) days of receiving such notice or the commencement of any such action or proceeding, give the Indemnifying Party written notice thereof, including without limitation a description of such alleged Losses. Such notice shall be a condition precedent to any liability of the Indemnifying Party for indemnification hereunder unless the Indemnified Party can prove that its failure to give such timely notice does not and will not in any manner prejudice the Indemnifying Party or diminish or waive any rights that the Indemnifying Party may have.
 - iii. Defense by Indemnifying Party. The Indemnifying Party shall have the right to control the defense thereof with counsel of its choice as long as such counsel is reasonably acceptable to the Indemnified Party; provided that any Indemnified Party shall have the right to retain its own counsel at its own expense for any reason. The Indemnified Party, its employees, and agents, shall reasonably cooperate with the Indemnifying Party and its legal

representatives in the investigation or defense of any Losses or Third Party Claims covered by this Section.

iv. Settlement. The Indemnified Party shall not settle or compromise any claim by a third party for which it is entitled to indemnification hereunder, without the prior written consent of the Indemnifying Party.

C. Limitation of Liability. In no event shall any Party be liable to any other Party to this MOU hereunder for incidental or consequential damages of any kind, including lost profits, regardless of whether such Party shall be advised, shall have other reason to know or in fact shall know of the possibility of the foregoing. This section shall survive any termination of this MOU.

VIII. INFORMATION USES; COMMUNICATIONS; PUBLICITY; PUBLICATION.

A. The Parties agree that no Party shall make any public statement or release that relates to this MOU or the Program described herein without the prior written approval of the other Party. All sponsorship or joint marketing activities arising under this MOU are subject to ANTHEM's policies and procedures and applicable law. Parties agree that any publicity surrounding the services and Program contemplated by this MOU shall acknowledge the efforts of all Parties. The obligations contained in this provision shall survive the termination of this MOU. Each of the Parties shall have independent and separate rights to disclose and publish the data and results generated from the Program subject to the terms of this MOU, except the first public disclosure and publication of such data and results shall be jointly prepared by the Parties under this MOU. After the first disclosure and publication, each Party may make independent disclosures and publications of any Program data and results, which are materially similar to the presentation of the first publication. Each Party shall have at least thirty (30) days prior to the date of submission for publication or of public disclosure to review such material. Except, however, abstracts will be submitted to the other Party for review at least fifteen (15) days prior to the date of submission for publication or public disclosure. During its review period, the other Party may provide input, make factual corrections, and request the deletion of any reference to the other Party's confidential information from the proposed disclosure or publication. All disclosures and publications must expressly acknowledge the other Party, unless such Party objects to such acknowledgment.

B. INYO COUNTY HHSA is encouraged to provide, when appropriate and only applicable to Program covered under this MOU, de-identified and unidentifiable key Program success stories. INYO COUNTY HHSA acknowledges and agrees that ANTHEM, in its reasonable discretion, may use and communicate any such success stories provided to ANTHEM.

h. As reasonably requested by ANTHEM, and subject to this Article VIII, INYO COUNTY HHSA will participate in public relations and media events promoting this Program in coordination and cooperation with ANTHEM.

IX. INSURANCE.

Except as set forth herein, INYO COUNTY HHSA shall maintain in force throughout the Term, insurance that satisfies the criteria set forth below, provided, INYO COUNTY

HHSA has the right, in its sole discretion, to self-insure in part or in whole for any such coverage:

- a. General Liability.
 - i. Each Occurrence: \$1,000,000
 - ii. Products/Completed Operations Aggregate: \$2,000,000
 - iii. Personal and Advertising Injury: \$1,000,000
 - iv. General Aggregate: \$2,000,000
 - v. Premises and operations coverage, contractual liability coverage, personal injury coverage, products and completed operations coverage and coverage for independent contractors. The other Parties and their affiliates shall be additional insureds.
- b. Workers' Compensation. As required by applicable state law, including voluntary compensation.
- c. Employment Practices Liability of \$1,000,000.
- d. For the purposes of section VII. b. i. Indemnification language in the insurance policies and endorsements of "per written contract" is sufficient and neither Party is required to list the other as an Additional Insured on their insurance policies.

X. TERMS OF MOU; TERMINATION.

- A. Term. This MOU shall become effective on January 1, 2024 and shall continue through December 31, 2025 ("the Term").
- B. Termination Without Cause. This MOU may be terminated during the Term by a Party acting in its sole discretion, and for any reason whatsoever. Notice of said termination stating the Party's intent to terminate and the effective date of such termination shall be delivered in writing to the other Party not less than thirty (30) days prior to the effective date of such termination.
- C. Return of Funds. In the event this MOU terminates for any reason, INYO COUNTY HHSA shall return all unused, unapplied or unassigned Funds remaining to ANTHEM within thirty (30) days of receiving or giving notice of a termination as provided herein. The provisions set forth in this Section X(c) are in addition to and not in lieu the provisions of Section II(d). The Parties expressly agree this provision shall survive the termination or expiration of this MOU.

XI. GENERAL PROVISIONS.

- A. No Third-Party Rights. This MOU is made solely for the benefit of the Parties and does not, and shall not be construed to grant any rights or remedies to any other person or entity other than as expressly provided for in this MOU.
- B. Amendment. Neither this MOU nor any of its provisions may be amended, supplemented, modified, or waived except by a writing duly executed by the duly authorized representative of each of the Parties.
- C. Captions. The headings, captions, sections and clause numbers appearing in this MOU are inserted only as a matter of convenience and should play no role in the interpretation of the body of each clause.
- D. Governing Law. This MOU, and all claims arising out of, relating to or in connection with this MOU, are governed by and construed in accordance with the

laws of the State of California, without regard to its provisions concerning the applicability of the laws of other jurisdictions.

- E. Waiver and Modification. No waiver or modification of this MOU or of any covenant, condition or limitation contained herein shall be valid unless in writing and duly executed by all Parties to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding or litigation between the Parties arising out of or affecting this, or the rights or obligations of any Party hereunder, unless such waiver or modification is in writing duly executed as aforesaid, and all Parties further agree that the provisions of this paragraph may not be waived except as herein set forth.
- F. Partial Waiver and Breach. The waiver by any Party hereto of any right hereunder, or failure to perform, or breach by the other Party shall not be deemed as a waiver of any other right hereunder or of any other breach or failure by said other Party whether of a similar nature or otherwise. The failure of a Party to enforce at any time any of the provisions of this MOU of any rights in respect hereto, or to exercise any election herein provided, shall in no way be considered to be a waiver of such provisions, rights or elections or in any way affect the validity of this MOU.
- G. For Assignment. No Party shall have the right to assign this MOU or any of its rights or obligations hereunder.
- H. Notices. Except as otherwise expressly provided in the MOU, any notice required under this MOU shall be in writing and shall specifically refer to this MOU. Notices shall be sent via one of the following means and will be effective (a) on the date of delivery, if delivered in person; (b) on the date of receipt, if sent by a facsimile (with delivery confirmed); or (c) on the date of receipt, if sent by private express courier or by first class certified mail, return receipt requested. Any notice sent via facsimile shall be followed by a copy of such notice by private express courier or by first class mail. Notices shall be sent to the other Party at the addresses set forth below. A Party may change its addresses for purposes of this Notice section by sending written notice to the other Party.

All notices to ANTHEM shall be addressed to:

Beau Hennemann
21215 Burbank Blvd.
Woodland Hills, CA 91367

Primary Contact for MOU:

Rebecca Samaha
21215 Burbank Blvd
Woodland Hills, CA 91367

All notices to INYO COUNTY HHSA shall be addressed to:

Anna Scott
1360 N. Main St.

Bishop, CA 93514

- i. Entire MOU. This MOU (and all appendices and/or exhibits attached hereto, which are hereby incorporated by this reference) constitutes the entire understanding between the Parties and replaces and supersedes any and all prior agreements and understandings, whether oral or written, express or implied, between the Parties with respect to the subject matter hereof.
- j. Construction. The Parties mutually acknowledge that they have participated in the negotiation and preparation of this MOU. Ambiguities, if any, in this MOU shall not be construed against any Party, irrespective of which Party may be deemed to have drafted the MOU or authorized the ambiguous provision.
- k. Legal Compliance; Severability. All Parties hereby expressly state that it is each Party's intent to expressly comply with state and federal law. If any of the provisions of this MOU, including but not limited to structure of Program, distribution of Funds or otherwise, are held to be void or unenforceable, then such void or unenforceable provisions shall be replaced by valid and enforceable provisions that will achieve as far as possible the business intentions of the Parties, to the extent doing so is possible. Should such replacement not be possible, the Party's may terminate the MOU in accordance to the terms herein.
- l. Independent Parties. INYO COUNTY HHSA and its employees, agents, and representatives are independent parties and are not ANTHEM employees or agents.

INYO COUNTY HHSA

Signature

Printed Name

Title

Date

**BLUE CROSS OF CALIFORNIA
PARTNERSHIP PLAN INC., d.b.a
Anthem**

Signature

Printed Name

Title

Date



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 12, 2023

Reference ID:
2023-4292

Community Care Expansion Preservation Program Funding Agreement Health & Human Services ACTION REQUIRED

ITEM SUBMITTED BY

Timothy Whitney, Innovations and Grant Manager

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and Horne LLP (Horne) of Ridgeland, MS for an amount not to exceed \$203,113.00 for the period of December 1, 2023 through December 31, 2024, for the Community Care Expansion Preservation Program, contingent upon the Board's approval of future budgets and authorize Anna Scott, HHS Director to sign the agreement, Certification regarding lobbying and the CDSS Confidentiality and Information Security requirement and authorize Chief Information Officer to sign the CDSS Confidentiality and Information Security requirement.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Community Care Expansion Preservation Project (CCE-CP) is part of the Behavioral Health Continuum Infrastructure Project (BHCIP) and has provided grant funding to increase and expand behavioral health treatment resources, including facility infrastructure. The funds from this grant will be utilized at Progress House in Bishop to increase their capacity to serve clients in a more effective and efficient manner, through upgrade and remodeling of the kitchen and dining areas.

In June 2023, the Board approved this same agreement with Advocates for Human Potential (AHP), a third-party administrator (TPA) for the California Department of Social Services. Soon after the initial agreement was approved, AHP notified us that they were no longer the TPA and Horne would be contacting us to continue the project. Horne is the new CDSS TPA and has been working diligently to identify which contracts were signed and how to proceed with the projects. Since Inyo's original CCE-CP contract was not fully executed before the transition from AHP to Horne, we are requesting the Board approve this new contract.

FISCAL IMPACT:

Funding Source	Grant Funded	Budget Unit	045200
Budgeted?	Yes	Object Code	4498
Recurrence	One-time grant		
Current Fiscal Year Impact			

Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the agreement resulting in the declination of funds that would result in ability to do kitchen remodel.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Public Works

ATTACHMENTS:

1. CCE Preservation Program Funding Agreement

APPROVALS:

Timothy Whitney	Created/Initiated - 11/6/2023
Melissa Best-Baker	Approved - 11/29/2023
Darcy Ellis	Approved - 11/30/2023
Anna Scott	Approved - 11/30/2023
John Vallejo	Approved - 11/30/2023
Amy Shepherd	Approved - 12/6/2023
Nate Greenberg	New -

**PROGRAM FUNDING AGREEMENT
COMMUNITY CARE EXPANSION PRESERVATION PROJECTS**

SUMMARY COVER SHEET

Program Funding
Agreement ID

Program Agreement , 2023
Effective Date:

Program Funding Agreement Manager: **HORNE LLP (Horne)**
661 Sunnybrook Rd., Suite 100, Ridgeland, MS 39157
Tel: 916.398.4797

Horne Contracting Officer: Anna Stroble
Anna.Stroble@horne.com

Horne Project Director: Geoffrey Ross
Geoffrey.Ross@horne.com

Horne Direct Staff Contact: Dania Khan
Dania.Khan@horne.com

County: **INYO COUNTY ("County")**
ATTN: Anna Scott, Assistant Director, Department of Health and Human Services
Address: 1360 N. Main Street, Bishop, CA 93514
Phone: 760-873-3305
email address: HHS-Admin@inyocounty.us

Prime Contract Identification: **California Department of Social Services**
Agreement No.: 22-3100
Contract Title: *Community Care Expansion Preservation Program*

Contract Type: Deliverable Based Type Contract

Base Period of Performance: Operating Subsidy Payment funds: Effective Date of Agreement through June 30, 2029
Capital Project Funds: Effective Date of Agreement through December 31, 2026

Consideration/Budget: Facility Preservation and Renovation Not to Exceed: \$203,113.00 for Capital Project funds

Program Funding Agreement Cover Sheet

(This Page is not part of the Program Funding Agreement
and is for Summary/Reference Purposes Only)

This Program Funding Agreement (the “Agreement”) is entered into _____, 2023 (the “Effective Date”), by and between **HORNE LLP**, a Delaware limited liability company, with offices located at **661 Sunnybrook Rd., Suite 100, Ridgeland, MS 39157** (“**Horne**”), and **INYO COUNTY**, a political subdivision of the State acting through its Department of Health and Human Services (Designated Department for Administration of Program) with offices at **1360 N. Main Street, Bishop, CA 93514** (“**Inyo**” or “**County**”). Horne and County may be referred to separately as a “Party” or collectively as “Parties.”

RECITALS

1. Horne entered into an agreement with the State of California (the “State”) through the California Department of Social Services (“CDSS”) to facilitate program funding awards and provide services to CDSS as the third-party administrator of the CDSS Community Care Expansion Preservation Program (“Program”). The agreement between CDSS and Horne shall hereinafter be referred to as the “Prime Contract” or “CDSS Contract”;
2. The purpose of the Program is to preserve and avoid the closure of licensed residential adult and senior care facilities that serve applicants and recipients of Supplemental Security Income/State Supplementary Payment and Cash Assistance Program for Immigrants (“Qualified Residents”), with a priority for individuals experiencing or at risk of homelessness (“Prioritized Population”);
3. Pursuant to the requirements of the Program and CDSS guidelines, counties are to use their allocation of program funds to preserve the capacity of eligible residential adult and senior care settings as well as increase the acceptance of new Qualified Residents by providing operating subsidy payments (“Operating Subsidy Payments” or “OSP”) and funding capital projects addressing critical repairs, required upgrades, and ensuring that facilities are compliant with licensing standards (“Capital Projects”), with the goal of preventing closures and preserving beds in existing licensed facilities;
4. In response to that certain Notice of Funding Availability issued by Horne on behalf of CDSS on or about June 10, 2022 (the “NOFA”) for the Program, and the All County Welfare Directors Letter (“ACWDL”) dated December 14, 2022 (collectively referred to as “Funding Letters”), County elected to receive its noncompetitive allocation of \$203,113.00 for the purpose of funding Operating Subsidy Payments and/or Capital Projects (“Program Funds”) and has submitted to Horne an Implementation Plan (“Implementation Plan”) for the administration and disbursement of the Program Funds to existing licensed adult and senior care facilities serving Qualified Residents; and;
5. This Agreement sets forth the terms and conditions of Horne’s administration and management of the Program Funds and County’s duties and obligations related to its receipt of Program Funds. Capitalized terms not defined herein shall have the meanings ascribed thereto in the California Welfare and Institutions Code sections 18999.97 – 18999.98.

NOW, THEREFORE, based upon the foregoing, and in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

ARTICLE 1.
AUTHORITY

California Assembly Bill 172 (Chapter 696, Statutes of 2021) (“AB 172”) added sections 18999.97-18999.98 to the Welfare and Institutions Code, providing the statutory basis for the Program and California Senate Bill 129 (Chapter 69, Statutes of 2021), the Budget Act of 2021, and California Assembly Bill 178 (Chapter 45, Statutes of 2022), Budget Act of 2022, provide the funding for the Program. CDSS issued the Funding Letters and Horne publishes Funding Letters on behalf of CDSS and provides technical assistance, general training and support to counties on administration, disbursement and monitoring of the Program Funds, as well as administration and fund management to CDSS.

This Agreement is entered under the authority of and in furtherance of the Program. This Agreement is the result of the County’s election to accept its allocation of Program Funds and County’s submission of an Implementation Plan which is subject to Horne and CDSS review and approval.

This Agreement hereby incorporates by reference County’s approved Implementation Plan, as well as any report prepared by Horne in reliance on the representations and descriptions included in that Implementation Plan. This Agreement is governed by the following (collectively, the “Program Requirements”), and each of the following, as amended and in effect from time to time, is hereby incorporated by this reference as if set forth herein in full:

- 1.1 AB 172 (Chapter 696, Statutes of 2021), including any subsequent amendments to the statutes contained therein;
- 1.2 California Welfare and Institutions Code sections 18999.97 – 18999.98;
- 1.3 The NOFA, in the form attached to this Agreement as Attachment D issued on our about June 10, 2022; and the ACWDL dated December 14, 2022;
- 1.4 Guidance issued by CDSS regarding the Program;
- 1.5 Program Guidelines, or Program Manuals, as adopted by CDSS, and as may be amended from time to time;
- 1.6 The award letter(s) issued by Horne to County (“Award Letter”) attached to this Agreement as Attachment E; and
- 1.7 All other applicable law, including, but not limited to, California Labor Code statutes applicable to public works projects.

County is solely responsible and liable for County and County’s subcontractors’ performance and compliance with this Agreement, the above-referenced Program Requirements, and all other local, state, and federal laws applicable to the Project. For any provision within the Agreement

where a County uses a subcontractor to meet or partially meet the requirements, duties, or obligations of the provision, the term “County,” if used in the provision, includes the subcontractor, as applicable.

ARTICLE 2.
TERM

- 2.1 This Agreement shall commence on the Effective Date and shall expire automatically on June 29, 2029 (the “Expiration Date”), which Expiration Date may be extended by Horne or CDSS. The period from the Effective Date through the Expiration Date shall be referred to herein as the “Term”, unless earlier terminated by Horne or CDSS or assigned to CDSS pursuant to Section 2.3 below.
- 2.2 Upon the expiration of the Term, there shall be no extension or renewal of the Term of this Agreement, unless the Parties and CDSS otherwise agree in writing.
- 2.3 In the event that the Term of this Agreement is not extended, renewed, or terminated early, and either Party hereto shall have a material obligation to the other Party by the terms of this Agreement, which shall not be satisfied on or before the Expiration Date, all of Horne’s rights and obligations under this Agreement shall be assigned to CDSS, if directed by CDSS, effective June 29, 2029, at 11:59 p.m Pacific time. Each of the Parties hereto acknowledges and agrees that upon the occurrence of an assignment pursuant to this Section 2.3, such an assignment shall be effective without any further action by either Party hereto, or CDSS, and from and after the date of such an assignment: (i) CDSS shall be a Party to this Agreement and shall have all rights and obligations of Horne hereunder, and (ii) Horne shall cease to be a Party to this Agreement and shall be released from its obligations hereunder. Upon the occurrence of such assignment, the Term of this Agreement shall be extended automatically for a period of one (1) year and shall expire without any further action by either County or CDSS, unless County and CDSS otherwise agree in writing.
- 2.4 In the event that the Prime Contract is terminated or amended in a manner removing Horne from responsibility as a Party to this Agreement, and either Party hereto shall have a remaining obligation to the other Party by the terms of this Agreement, which shall not be satisfied on or before the Expiration Date, all of Horne’s right and obligations under this Agreement shall be assigned automatically to CDSS effective upon the date of the termination or amendment.
- 2.5 Notwithstanding the foregoing or anything to the contrary contained herein, Horne and/or CDSS shall have the termination rights as set forth in Article 7, and Article 8, of this Agreement.

ARTICLE 3.
PROGRAM FUNDS AND DISBURSEMENT

- 3.1 Purpose. The County has been awarded the Program Funds in the amount set forth in this Agreement to be used solely for the purposes set forth in this Agreement and as detailed in the Implementation Plan and for no other purposes. The County shall be responsible for administering and disbursing the Program Funds for purposes that are consistent with the Program Requirements. The County may disburse Program Funds to Eligible Recipients (as defined below) for OSP and/or for Capital Projects. Program Funds awarded for OSP may not be commingled with Program Funds awarded for Capital Projects, and vice versa. The County is obligated to develop an application, allocation methodology and award process for Eligible Recipients consistent with the terms of this Agreement. Program Funds shall be disbursed only upon satisfaction of the requirements of this section.
- 3.2 Conditions of Disbursement. Within thirty (30) calendar days of the delivery to Horne of a fully executed Agreement, Horne shall disburse to the County twenty-five percent (25%) of the total amount of Program Funds awarded to the County (“Advance Disbursement”), which funds are to be used by the County in accordance with this Agreement. County shall submit proof of expenditures applied against the Advance Disbursement no later than (30) days after the end of each calendar quarter. In no event shall further Program Fund disbursements be made by Horne to County until after the Advance Disbursement has been exhausted and County has provided proof of expenditures applied against the Advance Disbursement. Such proof of expenditures shall be in a form approved by Horne and shall include any documentation requested by Horne to evidence the County’s expenditures of funds, consistent with the terms of this Agreement. After the Advance Disbursement has been exhausted, disbursements shall be made by written request in a form approved by Horne and shall include any documentation requested by Horne to evidence the County’s expenditures of funds, including Match Funds as described in Section 5.6, consistent with the terms of this Agreement (“Disbursement Request”).

Disbursements are subject to the following:

- 3.2.1 County shall submit Disbursement Requests no more than once per calendar quarter, unless additional Disbursement Requests are permitted pursuant to section 3.2.4.
- 3.2.2 Disbursement Requests shall be submitted no earlier than the last day of each calendar quarter and no later than thirty (30) days following the last day of each calendar quarter.
- 3.2.3 Program Funds will be disbursed to the County for costs incurred for the Project within thirty (30) days of receipt of a complete Disbursement

Request for Program Funds, provided such Disbursement Request is approved by Horne or its designee.

- 3.2.4 Other than the Advance Disbursement, all disbursements shall be based on actual expenditures incurred by the County. The County may submit requests for additional advance disbursements upon providing to Horne evidence of good cause for the additional advance disbursement, and Horne shall provide said request to CDSS for approval. Any approval or disapproval of a disbursement request for an advance disbursement is within the sole discretion of CDSS. In no event shall the balance of advance disbursements exceed 25% of the total Program Fund amount.
- 3.2.5 Disbursement Requests shall identify the purpose of the use of funds, whether for OSP or Capital Projects or both, and shall delineate items allocated to OSP or Capital Projects, if applicable.
- 3.2.6 Within ninety (90) days of the final Disbursement Request, the County shall provide Horne with (i) a reconciliation showing all expenditures made with Program Funds, including those made with the Advance Disbursement, (ii) documentation of the expenditure of all Match Funds, and (iii) any documentation or evidence requested by Horne to support such expenditures.
- 3.3 Documentation of Match Funds. Match Funds contributed pursuant to Article 5, Section 5.6 of this Agreement shall be reported with each Disbursement Request. In the event the Match Funds are an in-kind contribution in lieu of cash, including Project expenses incurred prior to the Effective Date (the “Sunk Costs”), the value of such in-kind contribution must be approved by Horne. All Match Funds must be expended prior to submitting the final Disbursement Request.
- 3.4 Disbursement of Program Funds to Eligible Recipients. The County shall be responsible for disbursement of Program Funds to Eligible Recipients. The County shall follow its standard procurement, invoicing, and reimbursement processes for the disbursement of Program Funds, consistent with the terms and conditions of this Agreement.
- 3.5 Additional Considerations for Program Funds Used For Capital Projects. The County shall be responsible for ensuring that Eligible Recipients comply with all construction requirements, including that Eligible Recipients comply with California Prevailing Wage laws (California Labor Code section 1720 et seq.), all permitting requirements of the local jurisdiction and any other governmental or Program Requirements. The County shall require that all facilities receiving Program Funds for Capital Projects undertaking a construction project costing more than One Million Dollars (\$1,000,000) shall obtain payment and performance bonds. Any exception to the requirement to obtain payment and performance bonds must be approved by Horne or CDSS.

ARTICLE 4.
ELIGIBLE RECIPIENTS AND EXPENDITURES

The County shall disburse Program Funds to Eligible Recipients for the uses set forth below. In awarding Program Funds, the County shall prioritize facilities with the highest risk of closure and facilities with the highest percentage of Qualified Residents.

- 4.1 Eligible Recipients. Program Funds shall only be disbursed by the County to facilities meeting all of the following eligibility criteria (“Eligible Recipients”):
- 4.1.1 An existing licensed Adult Residential Facility as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; Residential Care Facility for the Elderly, as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or a Residential Care Facility for the Chronically Ill as defined in Title 22, section 87801(r)(5) of the California Code of Regulations.
 - 4.1.2 Currently serving at least one Qualified Resident.
 - 4.1.3 In good standing with the Community Care Licensing Division or, if the facility is not in good standing, providing a certification that the Program Funds will bring the facility into good standing.
 - 4.1.4 Has agreed to continue to serve Qualified Residents.
 - 4.1.5 Has agreed to prioritize applications from Qualified Residents who are part of the Prioritized Population.
 - 4.1.6 Has agreed to remain in good standing with Community Care Licensing Division.
 - 4.1.7 Has agreed to use the Program Funds disbursed for the uses set forth below in Section 4.3 if Program Funds are used for OSP or Section 4.5 if the Program Funds are used for Capital Projects.
- 4.2 Additional Criteria for Eligible Recipients of OSP. In addition to the criteria for Eligible Recipients set forth in Section 4.1, recipients of Program Funds for OSP must also meet the following criteria:
- 4.2.1 Have a monthly or annual operating cash flow gap that places the facility at risk of closure or risk of reducing the number of beds for Qualified Residents.
 - 4.2.2 Have recorded a deed restriction on the facility or property requiring that the facility continue to provide licensed adult and senior residential care for a minimum duration equal to at least the term of the agreement between the County and Eligible Recipients to fund the OSP.

- 4.2.3 The duration of the agreement between the County and Eligible Recipients to fund the OSP is the period of time in which the County will be providing Program Funds for OSP to any Eligible Recipients within the County.
- 4.3 Eligible and Ineligible Uses of Program Funds for OSP. Program Funds used for OSP may be used to cover operating costs associated with the day-to-day physical operation of the Eligible Recipient's facility related to the Qualified Residents, including covering costs of utilities, maintenance and repair, staff and payroll costs, marketing, leasing, taxes and insurance, office supplies, accounting, and strategic planning. Examples of eligible uses are set forth in section 205 of the NOFA. Program Funds used for OSP may not supplant other funding awarded or otherwise dedicated from existing local, state, or federal programs and grants supporting Qualified Residents and may not supplant the Qualified Residents' payments to the Eligible Recipient. Program Funds cannot be used for costs that are not related to operations, distributions to the facility owners, to pay tort claim liabilities, or to pay costs associated with a change of ownership. The County shall be responsible for ensuring that Program Funds are used for eligible purposes consistent with the Program Requirements and this Agreement.
- 4.4 Additional Criteria for Capital Project Eligible Recipients. In addition to the criteria for Eligible Recipients set forth in Section 4.1, recipients of Program Funds for Capital Projects must also meet the following criteria:
- 4.4.1 Have a gap in their financial ability to make needed repairs or upgrades, placing the facility at risk of closure or reducing the number of beds available for Qualified Residents.
- 4.5 Eligible and Ineligible Uses of Program Funds for Capital Projects. Program Funds used for Capital Projects are to be used for physical repairs and upgrades to an Eligible Recipient's facility, inside or outside the facility within the property line of the facility. Examples of eligible uses are set forth in section 205 of the NOFA. Program Funds used for Capital Projects may not supplant any existing funds used to support the prioritized population. Program Funds for Capital Projects shall not be used for repairs to foundations of leased facilities, projects that would expand or create new usable space, the provision of services, or for operating costs.

ARTICLE 5.
PROGRAM IMPLEMENTATION REQUIREMENTS

- 5.1 The County is responsible for the administration, disbursement, and monitoring of the Program Funds in accordance with the terms of this Agreement and the Program Requirements. Implementation requirements include the requirements in Sections 5.2-5.7.

- 5.2 Application Process. The County shall establish an application process for Eligible Recipients that addresses the Program priorities and goals. The application and funding selection process shall assess Eligible Recipients' financial capacity, and ability to adhere to the Program Guidelines, including ensuring that Eligible Recipients have sufficient staff capacity and financial resources to manage the facility. The County funding shall be distributed geographically throughout the County to the extent feasible.
- 5.3 Monitoring. The County is responsible for monitoring use of Program Funds to ensure that Program Funds are only used for eligible uses in a manner consistent with the Program Guidelines. The County procedures must include a corrective action plan for assessing the risk of activities, projects, and for monitoring facilities to ensure that Program Requirements are met. The County is responsible for taking appropriate action in the event that Eligible Recipients fail to use the Program Funds for eligible uses or fail to perform. The County may subcontract any of its obligations to a third party, but the County remains responsible for the obligations in this Agreement.
- 5.4 OSP Agreements. The County shall enter into written agreements with Eligible Recipients of Program Funds used for OSP, which at a minimum shall include (i) the Eligible Recipient's reporting obligations; (ii) the requirement that the Eligible Recipient respond to requests for information from Horne and CDSS; (iii) the eligible uses of the Program Funds; (iv) the conditions under which Program Funds will be disbursed; (v) the method of disbursement; (vi) a requirement that the facility be deed restricted to provide licensed adult and senior residential care for a minimum duration equal to the term of the agreement between the County and the Eligible Recipient for the use of Program Funds for OSP; (vii) conditions for the repayment of Program Funds or cancellation of future disbursement of Program Funds; (viii) a requirement that the Eligible Recipient provide an annual audit within ninety (90) days of the end of the fiscal year, if applicable; (ix) a requirement to report material changes, such as changes in key staff or litigation against the Eligible Recipient or the facility, within thirty (30) days of such occurrence; (x) a requirement that the Eligible Recipient indemnify the County; and (xi) such other provisions required by Horne or CDSS. County may include other requirements in its the agreement with Eligible Recipients of Program Funds used for OSP.
- 5.5 Capital Project Agreements. The County shall enter into written agreements with Eligible Recipients of Program Funds for Capital Projects which at a minimum shall include (i) the Eligible Recipients reporting responsibilities; (ii) the requirement that the Eligible Recipient respond to requests for information from Horne and CDSS; (iii) the allowed use of the Program Funds; (iv) the conditions for disbursement of the Program Funds; (v) the method of disbursement for the Program Funds; (vi) any procurement and bidding requirements, including, but not limited to, requirements to pay prevailing wage pursuant to California Labor Code section 1720 et seq.; (vii) conditions for repayment of the Program Funds or the cancellation of future disbursements; (viii) a requirement that the Eligible

Recipient provide an annual audit within ninety (90) days of the end of the fiscal year, if applicable; (ix) a requirement to report material changes, such as changes in key staff or litigation against the Eligible Recipient or the facility within thirty (30) days of such occurrence; (x) a requirement that the Eligible Recipient indemnify the County; (xi) if part of the County requirements, a requirement that the Eligible Recipient enter into a deed restriction to provide licensed residential care to Qualified Residents for a term determined by the County; and (xii) such other provisions required by Horne or CDSS. County may include other requirements in its agreement with Eligible Recipients of Program Funds used for Capital Projects.

- 5.6 Capital Project Program Fund Match. The County is required to match at least ten percent (10%) of the Program Funds for Capital Projects allocated to the County (the “Match Funds”). The County shall provide evidence to Horne of the contribution of Match Funds either in the form of cash or in-kind contributions as outlined in Article 3. Match Funds may be from the County or provided by an Eligible Recipient. In-kind Match Funds may be in the form of Sunk Costs directly related to the Capital Project, or costs directly related to the Capital Project that have already been incurred and cannot be recovered, and evidenced with documentation of paid invoices for professional services related to preconstruction of the specific Capital Project, as approved by Horne or CDSS on a case-by-case basis. In-kind Match Funds may also include donations of professional design-build services or materials directly related to the Capital Project. Any Match Funds claimed under Sunk Costs must supplement, not supplant, other fund sources. The provision of services and funds derived from the State general fund cannot be used in satisfaction of the required contribution of Match Funds.
- 5.7 Deed Restriction or Regulatory Agreement. The County must require Eligible Recipients receiving Program Funds for OSP to record a deed restriction or regulatory agreement on the funded facility requiring that the facility continue to provide licensed residential adult and senior care for a minimum duration equal to the term of the agreement between the County and Eligible Recipient for funding OSP. The deed restriction must be recorded on the title to the property upon which the facility is located before the County disburses any funds. If the Eligible Recipient leases the facility or property, the deed restriction must be signed by both the Eligible Recipient and the owner of the fee interest in the property and recorded against both the fee interest in the property and the leasehold. The County may, at its election, require deed restrictions for Capital Projects.

ARTICLE 6. **FISCAL ADMINISTRATION**

- 6.1 The County shall be responsible for managing the Program Funds in compliance with the Program Requirements. The County is responsible for ensuring that Program Funds are used in accordance with the terms of this Agreement and the Program Requirements. The County is not required to establish a separate

account for Program Funds but must establish a separate fund and must monitor all expenditures from the fund to ensure funds are only used for Program purposes. All interest earned from Program Funds shall be used for purposes consistent with the terms of this Agreement and segregated from other County funds. Minimum requirements for the management of Program Funds include the following:

- 6.1.1 The County, by signing this Agreement, attests that it has the capacity and ability to manage the application, disbursement, and monitoring of the Program Funds required by this Agreement and the Program Requirements.
- 6.1.2 The County shall include in its program requirements that all Eligible Recipients are assessed for financial feasibility and ability to comply with the Program Requirements.
- 6.1.3 The County shall comply with all disbursement procedures for the Program Funds set forth in the County's Implementation Plan or as otherwise approved by CDSS.
- 6.1.4 The County shall assign the necessary staff to monitor the use of Program Funds, ensure adherence to the Program Requirements, and monitor ongoing compliance with Program Requirements for the duration of any deed restriction required by this Agreement or the Term of this Agreement, whichever is longer, or required by the County.
- 6.1.5 The County shall ensure that recipients of Program Funds for Capital Projects comply with State Labor Code section 1720 et seq. (State Prevailing Wage).
- 6.1.6 The County shall comply with any reporting and record retention requirements in the Program Requirements or this Agreement.
- 6.2 Any Program Funds that have been disbursed to the County but have not been expended by the expiration of the Period of Performance set forth in the Summary Cover Sheet must be returned to CDSS with accrued interest within thirty (30) calendar days after the expiration of the Period of Performance in accordance with directions provided by CDSS. County shall not be entitled to any disbursement of Program Funds after expiration of the Period of Performance and any such undisbursed funds will be retained by CDSS.
- 6.3 The County shall not expend more than fifteen percent (15%) of the Program Funds on County administrative costs.

ARTICLE 7.
DEFAULT AND REMEDIES

- 7.1 Event of Default. Any of the following, after notice to County by Horne or CDSS, provided in accordance with the notice requirements of this Agreement, and expiration of any applicable cure period, shall constitute an Event of Default under this Agreement:
- 7.1.1 The County's failure to timely satisfy each or any of the conditions set forth in this Agreement, or the Award Letter.
 - 7.1.2 The County's violation of any of the Program Requirements.
 - 7.1.3 Horne's or CDSS's determination of the following:
 - 7.1.3.1 The County has concealed any material fact from Horne or CDSS related to the County or any Eligible Recipients; or
 - 7.1.3.2 Any material fact or representation, made or furnished to Horne or CDSS by the County in connection with this Agreement shall have been untrue or misleading at the time that such fact or representation was made known to Horne, or subsequently becomes untrue or misleading; or
 - 7.1.3.3 Any Certification provided by the County is determined to be untrue or misleading.
 - 7.1.3.4 Any objectives or requirements of the Program cannot be met in accordance with this Agreement or within applicable timeframes, as memorialized by this Agreement.
- 7.2 Right to Cure. If the breach, violation, or default pursuant to Section 7.1 is not cured to Horne's and CDSS' satisfaction, as determined by Horne and CDSS, each in their sole and absolute discretion, within fourteen (14) days of notice to the County, provided in accordance with the notice requirements of this Agreement, then Horne, with CDSS approval, may declare an Event of Default under this Agreement.
- 7.2.1 Notwithstanding the foregoing, the County may request additional time to cure any default from Horne. Horne may, but shall not be required to, grant any such request, subject to CDSS approval, in CDSS's sole discretion. CDSS's approval of the County's request for additional time to cure shall be subject to the County's continuing and diligent efforts to cure, and any additional cure period provided to the County shall be reasonable, as determined by CDSS, in CDSS's sole discretion. Horne, shall provide notice to County of approval or denial of County's request for additional time to cure any default.

- 7.3 Horne/CDSS Remedies. Upon the occurrence of an Event of Default, Horne (on CDSS's behalf) and/or the State (represented by CDSS in this Agreement) may take any and all actions or remedies that are available under this Agreement, at law, or in equity, including but not limited to the following:
- 7.3.1 temporarily withhold disbursement of Program Funds pending correction of the breach, violation, or default;
 - 7.3.2 disallow use of Program Funds for all or part of the costs resulting from the breach, violation, or default;
 - 7.3.3 wholly or partly suspend or terminate this Agreement and the County's award of Program Funds, or disbursements thereof (any such suspension or termination of this Agreement or the County's award of Program Funds shall be effective upon the County's receipt of Horne or CDSS notice of termination or suspension);
 - 7.3.4 withhold or deny further Program Funds or awards to the County;
 - 7.3.5 require the County to return all or part of any Program Funds including any interest;
 - 7.3.6 specific performance;
 - 7.3.7 injunctive relief; and
 - 7.3.8 any and all remedies allowed by law or equity.

ARTICLE 8. **TERMINATION**

- 8.1 Horne and/or CDSS shall have the right, each in its sole discretion and without prejudice to any other rights and remedies it may have under applicable law, to terminate this Agreement immediately upon notice of such termination to the County, if (i) an Event of Default occurs; (ii) three (3) violations, breaches or defaults by the County of the terms and conditions of this Agreement (whether the same or different) occur within any twelve-month period, regardless of whether any or all such violations, breaches or defaults are timely corrected; (iii) the County files a petition in bankruptcy or is adjudicated by a court of competent jurisdiction to be bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if the County discontinues or dissolves its business or if a receiver is appointed for the County or the County's business; or (iv) County fails to provide Horne with adequate assurances within a reasonable time that County is financially solvent, or Horne or CDSS determines that County is financially insecure.

- 8.2 Notwithstanding the foregoing, or anything to the contrary stated herein, Horne may terminate this Agreement upon thirty (30) days' notice if Horne is directed by CDSS to terminate this Agreement.
- 8.3 Upon termination of this Agreement for any reason, neither Horne nor CDSS shall be liable for any work that is not performed in accordance with the Agreement or for any commitments made by the County to any Eligible Recipient. Upon any termination, neither Horne nor CDSS shall be responsible for any additional disbursements of Program Funds after the termination date or for any damages to the County as a result of such termination. Upon termination, County shall cease to disburse Program Funds to Eligible Recipients and shall return all Program Funds to the State at the direction of Horne or CDSS.

ARTICLE 9.
POLICIES AND LEGAL AUTHORITIES

- 9.1 The County shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to the County's performance under this Agreement, including any licensing and health and safety requirements.
- 9.2 The County shall comply with California Welfare and Institutions Code sections 18999.97 – 18999.98 et seq., including any related CDSS guidance, regulations, and/or subsequent additions or amendments thereto.
- 9.3 In the event the County does not comply with the terms of this Article 9, Horne shall give notice in accordance with Section 15.7 and shall have all rights set forth in Article 7 and Article 8.

ARTICLE 10.
INDEMNIFICATION

- 10.1 The County shall indemnify, defend, and hold harmless Horne, its officers, employees and agents, and CDSS and its officers, employees and agents, against liabilities to third persons and other losses (not compensated by insurance or otherwise) and for any costs and expenses incurred by Horne and CDSS, including reasonable attorneys' fees, judgments, settlements or penalties against all liabilities, claims, suits, demands or liens for damages to persons or property (collectively "Claims") (unless such Claims arise from the gross negligence or willful misconduct of Horne or CDSS), arising out of, resulting from, or relating to, County's performance under this Agreement and including, but not limited to, the following:
- 10.1.1 Any act, omission, or statement of the County, or any person employed by or engaged under contract with the County, that results in injury (including death), loss, or damage to any person or property;

- 10.1.2 Any failure on the part of the County to comply with applicable Program Requirements and requirements of law;
 - 10.1.3 Any act or omission of any Eligible Recipient, including but not limited to any failure of any Eligible Recipient to comply with the Program Requirements and the terms of this Agreement;
 - 10.1.4 Any failure on the part of the County or an Eligible Recipient to satisfy all claims for labor, equipment, materials and other obligations relating to the performance of the work hereunder;
 - 10.1.5 Any injury to property or person occurring on or about the infrastructure or the property of the County or any Eligible Recipient; or
 - 10.1.6 Any claims related to the use, generation, storage, release, threatened release, discharge, disposal or presence of hazardous materials on, under or about the property upon which any facility funded with Program Funds is located.
- 10.2 The County shall indemnify Horne and/or CDSS under this clause for any of the above acts attributable to its employees, consultants, agents, lower-tiered subcontractors, or Eligible Recipients, in connection with this Agreement. Horne or CDSS shall provide timely notice of any Claims describing in reasonable detail such facts and circumstances with respect to such Claims. The County shall defend Horne and/or CDSS with counsel reasonably acceptable to Horne and/or CDSS. Horne and/or CDSS may, each, at its option and own expense, engage separate counsel to advise regarding the Claim and its defense. Such counsel may attend all proceedings and meetings. The County shall not settle any Claim without the consent of Horne and/or CDSS, as applicable.
- 10.3 The County agrees to indemnify, defend and hold harmless Horne, its officers, agents and employees and CDSS, its officers, agents and employees from any and all claims, costs (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened), 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 performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the County in connection with this Agreement.
- 10.4 This indemnification shall survive the expiration or termination of the Agreement.

ARTICLE 11.
PREVAILING WAGE

Any construction work that is funded with Program Funds is subject to state prevailing wage law, including California Labor Code section 1720 *et seq.* The County is responsible for ensuring that all Eligible Recipients comply with Prevailing Wage law as well as any other applicable federal or state labor requirements.

ARTICLE 12.
RELOCATION.

The County is responsible for ensuring that all Eligible Recipients comply with applicable relocation laws, including Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. section 4601 *et seq.*), the California Relocation Assistance Law (California Government Code section 7260 *et seq.*) and their implementing regulations (“Relocation Laws”), if any Program Funds will be used for projects that will result in the displacement, as that term is defined in the Relocation Laws, of any persons, businesses, or farm operations. Pursuant to the Relocation Laws and guidance provided by CDSS, the County is responsible for ensuring that an Eligible Recipient (i) has a relocation plan prior to proceeding with any phase of a project or other activity that will result in the displacement of persons, businesses, or farm operations; and (ii) provides any required notices and relocation benefits. The County is also responsible for ensuring compliance with California Health & Safety Code and corresponding regulations for the safe transfer and relocation of residents in residential care facilities licensed by CDSS, and ensuring that Eligible Recipients obtain CDSS’s approval of a relocation plan for each resident in care in a manner specified by CDSS.

ARTICLE 13.
INSPECTIONS, AUDITS, AND RECORD RETENTION

- 13.1 Horne and CDSS and any of their authorized representatives shall have the right to access any documents, papers, or other records of the County and any Eligible Recipients which are pertinent to the Program Funds, for the purpose of performing audits, examinations, and/or review regarding compliance with the provisions of this Agreement and the Program Requirements. Such monitoring activities shall include, but are not limited to, inspection of the County and Eligible Recipient’s books and records, in addition to site inspections, as Horne or CDSS deems appropriate.

- 13.2 Horne and CDSS and any of their authorized representatives may perform compliance reviews and review procedures and documents pertaining to the County’s compliance with the terms of this Agreement and Eligible Recipient’s compliance with the Program Requirements, perform onsite visits and desk reviews in order to ensure Program Funds are expended for eligible uses and to protect against fraud, waste and abuse. The County shall include in all agreements with its subcontractors and Eligible Recipients, a requirement that they; (i) provide to Horne, and its authorized representatives, and CDSS and its

authorized representatives access to their records and facilities; and (ii) cooperate with any desk reviews.

- 13.3 The right to access records also includes timely and reasonable access to the County's and the Eligible Recipient's personnel for the purpose of interview and discussion related to the requested documents and/or information.
- 13.4 The right to access records is not limited to the required retention period but lasts as long as the records are retained by County and the Eligible Recipient.
- 13.5 The County shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Program Funds for the term of this Agreement and for a minimum of three (3) years thereafter, and require that all Eligible Recipients retain all records related to the Program Funds for the same period.
- 13.6 The County shall, and shall ensure that each of its subcontractors and Eligible Recipients complies with the requirements set forth in Attachment C – The California Department of Social Services Confidentiality and Information Security Requirements.
- 13.7 Any review or inspection undertaken by Horne, its designee, or CDSS, or its designee, of the County's records or of any Eligible Recipient's records or facility is solely for the purpose of determining whether the County or the Eligible Recipient is properly discharging its obligations to CDSS, and should not be relied upon by the County or by any third parties as a warranty or representation by Horne or CDSS as to the quality of the design, construction, or operation of any project. The County agrees that claims based upon an audit finding and/or an audit finding that is appealed and upheld shall be recovered by Horne or CDSS by one of the following options:

13.7.1 The County's remittance to Horne or CDSS of the full amount of the audit exception within thirty (30) days following Horne request for payment; or

13.7.2 A repayment schedule which is agreeable to Horne, CDSS and County.

Horne reserves the right to select which option described above shall be employed; and Horne shall notify the County in writing of the claim procedure to be utilized. Interest on the unpaid balance of the audit finding or debt shall accrue at a rate equal to the maximum allowed by applicable law.

- 13.8 Reporting Requirements. The County shall provide Horne and CDSS with the following reports:

13.8.1 Initial quarterly reports shall be submitted within thirty (30) days of the end of each quarter. Updated quarterly reports reflecting any changes or corrections shall be submitted as soon as is practicable following the initial quarterly report.

13.8.2 An annual Program Fund Expenditure Report to be submitted not later than January 31st of each year for the prior calendar year.

13.8.3 A final report to be submitted no later than sixty (60) days after the final disbursement of Program Funds to Eligible Recipients.

All reports shall be in a form and contain such information as required by CDSS in its sole and absolute discretion. In addition to the above reporting requirements, Horne and CDSS may request additional reports and information necessary for Horne and CDSS to monitor compliance with the Program Requirements. The County shall be responsible for obtaining any necessary reporting information from its subcontractors and Eligible Recipients.

ARTICLE 14. **THIRD PARTY BENEFICIARIES.**

The State, represented by CDSS in this Agreement, is a third party beneficiary of this Agreement. This Agreement shall not be construed so as to give any other person or entity, other than the Parties and CDSS, any legal or equitable claim or right. CDSS or another authorized department or agency representing the State of California may enforce any provision of this Agreement to the full extent permitted in law or equity as a third party beneficiary of this Agreement. The State may take any and all remedies available in law and equity. In the event of litigation, the State may choose to seek any type of damages available in law or equity, up to the full amount of Program Funds awarded to the County. The County shall name Horne and CDSS as third party beneficiaries with rights of enforcement in all agreements entered into by the County with Eligible Recipients.

ARTICLE 15. **MISCELLANEOUS.**

15.1 Dispute Resolution:

15.1.1 The Parties shall use reasonable efforts to resolve any dispute arising under this Agreement within thirty (30) days pursuant to informal mediation before a retired judge with Judicial Arbitration and Mediation Services (“JAMS”) in Los Angeles, California.

15.1.2 If the Parties cannot resolve a dispute arising under this Agreement pursuant to Section 15.1.1, the Parties shall submit such dispute to arbitration in accordance with the provisions of the American Arbitration Association. The Parties shall conduct any arbitration in Los Angeles, California. The arbitrator’s decision in any such arbitration shall be final, conclusive, and binding on the Parties.

15.1.3 TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM ARISING OUT OF THIS AGREEMENT.

15.1.4 The County shall be obligated to continue to perform pursuant to this Agreement while any dispute is pending.

15.1.5 This Section 15.1 shall not apply to the State.

- 15.2 Attorneys' Fees. If a dispute arising out of this Agreement is finally adjudicated, the non-prevailing party shall pay the prevailing party's reasonable expenses incurred in connection therewith, including reasonable arbitration costs and reasonable attorneys' fees. If multiple items are disputed and the final decision is split, then the Parties shall allocate such expenses pro rata as to each item. Section 15.2 does not apply to the State.
- 15.3 Waiver. Horne's failure to notify the County of a breach or to insist on strict performance of any provision of this Agreement shall not constitute waiver of such breach or provision.
- 15.4 Remedies. No remedy in this Agreement is exclusive of any other remedy available under this Agreement, at law or in equity. Horne or CDSS may seek equitable relief, including an injunction, against the County in connection with any breach or threatened breach of this Agreement.
- 15.5 Limitation of Liability. Except as otherwise provided in this Agreement, or by applicable law, the County waives any right to seek, and Horne and CDSS shall not be liable for, any special, consequential, or punitive damages; indirect, or incidental damages; or for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Agreement, even if the County advises Horne or CDSS of the possibility of any such damages.
- 15.6 Relationship. The County is an independent contractor with respect to Horne. This Agreement is not intended to create a partnership, joint venture, employment, or fiduciary relationship between the Parties or between any Party hereto and CDSS.
- 15.7 Notices. Notices under this Agreement must be (i) in writing; (ii) addressed to the receiving Party at the address described in the Summary Cover Sheet (unless notice of a different address is given); and (iii) (A) if personally delivered to the recipient, notice is effective upon delivery, (B) if sent by a nationally recognized overnight courier service, notice is effective on the first business day following its timely deposit with such courier service, delivery fees for next business day delivery prepaid; no signature affirming receipt by the receiving party is required, the internal records of the courier service shall be accepted as sufficient evidence of the date of the deposit of the notice with the courier service, or (C) if sent by certified U.S. mail, notice is effective three (3) days after deposit thereof in the U.S. mail, postage prepaid, certified, return receipt requested. Counsel for a Party may send notice on behalf of its client.

15.7.1 Notwithstanding the foregoing, the Parties may deliver any approval, disapproval, or request therefor via email. Such email notices and deliveries shall be valid and binding on the Parties, subject to the following:

15.7.1.1 Such email must be properly addressed to the other Party's Designated Representatives. For purposes of this Agreement, "Designated Representative" means initially (i) for Horne, Geoffrey Ross, Geoffrey.Ross@horne.com, and Dania Khan, Dania.Khan@horne.com; and (ii) for the County, Anna Scott [HHS-Admin@Inyocounty.us] and [REDACTED]. A Party may change a Designated Representative only upon notice to the other Party pursuant to the requirements of Section 15.7(iii) (A), (B) or (C).

15.7.1.2 If the sender receives a bounce-back, out-of-office or other automated response indicating non-receipt, the sender shall (i) re-attempt delivery until the other Party confirms receipt, or (ii) deliver the item in accordance with Section 15.7(iii) (A), (B) or (C).

15.8 Governing Law. The place of performance of this Agreement is California and the laws of the State of California, shall govern the validity, performance, enforcement, and interpretation of this Agreement. Any litigation or enforcement of an award must be brought in the appropriate state or federal court in the State of California, County of Sacramento. Each Party consents to personal and subject matter jurisdiction and venue in such courts and waives the right to change venue with respect to any such proceeding. The Parties acknowledge that all directions issued by the forum court, including injunction and other decrees, shall be binding and enforceable in all jurisdictions and countries.

15.9 Assignment. The County shall not assign, delegate, or otherwise transfer this Agreement, or its duties, or obligations in connection therewith, in whole or in part without the prior approval of Horne and CDSS. Horne's obligations under this Agreement shall be assignable to CDSS or CDSS's designee upon CDSS's request without the County's consent. In the event that Horne assigns its obligations under this Agreement to CDSS, Horne shall make commercially reasonable efforts to transition any reasonably necessary documentation related to this Agreement to CDSS or its designee, at no cost to CDSS provided however, that Horne shall have no obligation to incur any liability, pay fees, charges, or reimbursement in connection with any assignment, wind-down or transition services.

15.10 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. It supersedes all oral or written agreements or communications between the Parties. No understanding, agreement, modification, change order, or other matter affecting this Agreement

shall be binding, unless in writing, signed by both Parties. No handwritten changes shall be effective unless initialed by each Party.

- 15.11 Independent Legal and Tax Advice. Horne and the County, each, have reviewed and negotiated this Agreement using such independent legal and tax counsel as each has deemed appropriate.
- 15.12 Exhibits. The Attachments, Schedules, and Addenda attached to this Agreement are a part of this Agreement and incorporated into this Agreement by reference.
- 15.13 Partial Invalidity. If any part of this Agreement is unenforceable, the remainder of this Agreement and, if applicable, the application of the affected provision to any other circumstance, shall be fully enforceable.
- 15.14 Captions. The headings contained herein are for convenience only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.
- 15.15 Force Majeure. Neither Party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Circumstances may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local government entity, the U.S. Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the Party whose performance is affected promptly notifies the other of the existence and nature of such delay.
- 15.16 Publicity. Without prior written approval of the other, neither Party shall use the other's name or make reference to the other Party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing Party's reasonable control. Use of either Party's name may be made in internal documents, annual reports, and proposals. This section shall survive expiration/termination of this Agreement. Notwithstanding the foregoing, the County agrees that the State may use and refer to the County and any Eligible Recipients in any publication, news release, advertising, speech, technical paper, or for any other purposes.
- 15.17 Notice of Litigation. Promptly, and in any event within ten (10) business days after an officer or other authorized representative of the County obtains knowledge thereof, the County shall provide written notice to Horne of (i) any

litigation or governmental proceeding pending against the County which could materially adversely affect the County's or any of its Eligible Recipient's ability to perform its obligations under this Agreement and the Program Requirements; and (ii) any other event which is likely to materially adversely affect the County or an Eligible Recipient's ability to perform its obligations under this Agreement and the Program Requirements.

- 15.18 Survival. Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration or termination of this Agreement.
- 15.19 Successors. This Agreement shall be binding upon the Parties, their successors, and assigns.
- 15.20 Approvals. Whenever this Agreement calls for a Party's approval or for CDSS's approval, approval shall mean prior written approval (including via email), not to be unreasonably conditioned, delayed, or withheld, unless sole discretion is expressly noted.
- 15.21 Counterparts; Electronic Signatures. The Parties may sign this Agreement in several counterparts, each of which constitutes an original, but all of which together constitute one instrument. Electronic signatures are valid and shall bind the Party delivering such signature.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS THEREOF, the Parties hereto have executed this Agreement by their duly authorized respective officers as of the day and year last written below.

HORNE LLP

INYO COUNTY

By: _____

By: _____

Signature of Authorized Representative

Signature of Authorized Representative

Anna Stroble

Anna Scott

Print or Type Name of Person Signing

Print or Type Name of Person Signing

Partner

Assistant Director, Department of Health and

Human Services

Representative Title

Representative Title

Date: _____

Date: _____

LIST OF ATTACHMENTS

Title	No. of Pages
Attachment A – State Requirements	5
Attachment B – Certification Regarding Lobbying and Conflicts of Interest	2
Attachment C – CDSS Confidentiality and Information Security Requirements	13
Attachment D – Funding Letters	51
Attachment E – Award Letters to County dated August 2022 and April 2023	3

Attachment A

STATE REQUIREMENTS

1. California Civil Rights Requirements

- a. During the performance of this Agreement, County and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. County shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. County and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135 *et seq.*), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code § 51), and Title VI of the Civil Rights Act of 1964.

County shall permit access by representatives of the Department of Fair Employment and Housing, Horne and/or CDSS upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities to ascertain compliance with this clause. County and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)

County shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under the Agreement.

- b. Pursuant to Public Contract Code § 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

- (1) **CALIFORNIA CIVIL RIGHTS LAWS:** County certifies compliance with the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of

the Government Code (Gov. Code §§ 11135 *et seq.*), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code § 51), and Title VI of the Civil Rights Act of 1964.

(2) **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if County has an internal policy against a sovereign nation or peoples recognized by the United States government, County certifies that such policies are not used in violation of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135 *et seq.*), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code § 51), and Title VI of the Civil Rights Act of 1964.

- c. In the event of County's noncompliance with the requirements of the provisions herein or with any state or federal statutes, rules, regulations, or orders regarding civil rights or non-discrimination requirements, this Agreement may be cancelled, terminated, or suspended in whole or in part and County may be declared ineligible for further state contracts or grants.
- d. County will include the contractor certification provisions required by this section in every subcontract or purchase order unless exempted by federal or state statutes, rules, regulations, or orders, so that such provisions will be binding upon each County or vendor. County will take such action with respect to any subcontract or purchase order Horne may direct as a means of enforcing such provisions.

2. Subcontract Requirements

a. County may enter into subcontracts for services to be performed pursuant to the Program Funding Agreement, provided such subcontracts are consistent with this Agreement and provided further that County follows its procurement policy, a copy of which has been previously provided to and approved by Horne. Horne or CDSS reserve the right to require the substitution of subcontractors and require County to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from Horne requiring the substitution and/or termination of a subcontract, County shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within thirty (30) calendar days, unless a longer period is agreed to by CDSS.

b. County shall maintain a copy of each subcontract, including supporting documentation of cost reasonableness for subcontracting services sand shall, upon

request by Horne or CDSS, make copies available for approval, inspection, or audit.

- c. Horne and/or CDSS assume no responsibility for the payment of subcontractors used in the performance of this Agreement and/or subcontract agreements between the County and Eligible Recipients. County accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement and/or subcontract agreements between the County and Eligible Recipients.
- d. County is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- e. County shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- f. County agrees to include the following clause, relevant to record retention, in all subcontracts for services:

Subcontractor agrees to maintain and preserve, until three (3) years after termination of this Agreement and final payment of Program Funds, to permit Horne or CDSS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

- g. Except as otherwise provided in this Agreement, or as may be stipulated in writing by Horne, Horne shall be County's sole point of contract for all matters related to performance and payment under this Agreement.
- h. County shall, as applicable, advise all subcontractors of their obligations to comply with this Attachment.

3. Income Restrictions

Unless otherwise stipulated in this Agreement, County agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by County under this Agreement shall be paid by County to Horne so that Horne can pay CDSS, to the extent that they are properly allocable to costs for which County has been reimbursed by Horne under this Agreement.

4. Site Inspection

The State has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract-supported activities and the premises in which it is being performed. If any inspection or evaluation is made of

the premises of County, County shall provide and shall require its contractors and subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

5. Warranties

County represents and warrants that:

- a. It is free to enter into and fully perform this Agreement.
- b. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- c. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Horne or CDSS in this Agreement.
- d. It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- e. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way County's performance of this Agreement.
- f. All materials and equipment furnished in accordance with this Agreement and all work performed by County will be of good and workmanlike quality, free from faults and defects, and in conformance with the Agreement.
- g. It shall comply with all applicable laws in connection with its performance of its obligations under this Agreement.
- h. The provisions set forth herein shall survive any termination or expiration of this Agreement or any Project schedule.

6. Suspension or Stop Work Notification

- a. Horne may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by Horne's Designated Representative. Upon receipt of said notice, County is to suspend and/or stop all, or any part of, the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within thirty (30) working days of the verbal notification. The

suspension or stop work notification shall remain in effect until further written notice is received from Horne. The resumption of work (in whole or part) will be at Horne's discretion and upon receipt of written confirmation.

- (1) Upon receipt of a suspension or stop work notification, County shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
- (2) Within ninety (90) days of the issuance of a suspension or stop work notification, Horne shall either:
 - (a) Cancel, extend, or modify the suspension or stop work notification;
or
 - (b) Terminate the Agreement as provided for in the Cancellation/
Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, County may resume work only upon written concurrence of Horne.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or agreement terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation/
Termination, Horne shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. In accordance with Article 10 and Section 15.5 of the Agreement, Horne shall not be liable to County or its subcontractors for loss of profits because of any suspension or stop work notification issued under this clause.

7. Compliance with Statutes and Regulations

- a. County shall comply with all applicable California and federal law, regulations, and published guidelines in connection with this Agreement.

Attachment B

State of California
Department of Social Services

CERTIFICATION REGARDING LOBBYING AND CONFLICTS OF INTEREST

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. By entering into the Agreement and accepting Program Funds, County is in compliance with the Political Reform Act of 1978 and regulations promulgated by the Fair Political Practices Commission (FPPC) regarding requirements relating to lobbying and conflicts of interest.

2. County is aware of California state laws and regulations regarding employing current or former state employees. If County has any questions on the status of any person rendering services or involved with the Agreement, Horne must be contacted immediately for clarification.

(a) Current State Employees (Pub. Contract Code § 10410): 1). No officer or employee of the State shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment. No officer or employee of the State shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

(b) Former State Employees (Pub. Contract Code § 10411): 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency. For the twelve-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12)-month period prior to their leaving state service.

If County violates any provisions of above paragraphs, such action by County shall render this Agreement void (Pub. Contract Code § 10420). Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem (Pub. Contract Code § 10430(e)).

Name of County: INYO COUNTY

Printed Name of Person Signing for County
Anna Scott

Contract Number:

Signature of Person Signing for County

Date

Assistant Director, Department of Health and
Human Services
Title

After execution by or on behalf of County, please return to:
California Department of Social Services

Attachment C

**The California Department of Social Services
Confidentiality and Information Security Requirements
County - v 2019 01**

This Confidentiality and Information Security Requirements – Attachment C (hereinafter referred to as “this Exhibit” or “Attachment C”) sets forth the information security and privacy requirements County is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by County, pursuant to the Agreement in which this Attachment is incorporated. CDSS, Horne and County desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as “CDSS CSP”) in compliance with state and federal statutes, rules and regulations.

I Order of Precedence. With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Attachment shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between County and Horne.

II. Effect on lower tier transactions. The terms of this Attachment shall apply to all lower tier transactions (e.g., agreements, sub-agreements, contracts, subcontracts, and sub-awards, etc.). County shall incorporate the contents of this Attachment into each lower tier transaction.

III. Confidentiality of Information.

a. **DEFINITIONS.** The following definitions apply to this Attachment and relate to CDSS Confidential, Sensitive, and/or Personal Information:

- i. “Confidential Information” is information maintained by CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250 *et seq.*) or has restrictions on disclosure in accordance with other applicable state or federal laws.
- ii. “Sensitive Information” is information maintained by CDSS which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of CDSS (i.e., CDSS’ fiscal resources and operations).
- iii. “Personal Information” is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver’s license, home/ mailing address, telephone number, financial matters with security codes, medical insurance policy number,

Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure, and must be made accessible to information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).

iv. “Breach” is

1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or the same as the definition of “breach of the security of the system” set forth in California Civil Code section 1798.29(f).

v. “Information Security Incident” is

1. unauthorized access or disclosure, modification or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement, including this Exhibit.

b. CDSS CSP which may become available to County as a result of the implementation of the Agreement shall be protected by County from unauthorized access, use, and disclosure as described in this Attachment.

c. County is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:

- California Welfare and Institutions Code section 10850
- Information Practices Act – California Civil Code section 1798 *et seq.*
- Public Records Act – California Government Code section 6250 *et seq.*
- California Penal Code section 502, 11140–11144, 13301–13303
- Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) – 45 CFR Parts 160 and 164
- Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50

- Unemployment Insurance Code section 14013
- d. **EXCLUSIONS.** “Confidential Information,” “Sensitive Information,” and “Personal Information” (CDSS CSP) does not include information that:
 - i. is or becomes generally known or available to the public other than because of a breach by County of these confidentiality provisions;
 - ii. already known to County before receipt from CDSS without an obligation of confidentiality owed to CDSS;
 - iii. provided to County from a third party except where County knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
 - iv. independently developed by County without reference to CDSS CSP.

III. County Responsibilities.

- a. **TRAINING.** County shall instruct all employees, agents, and subcontractors with access to CDSS CSP regarding:
 - i. The confidential nature of the information;
 - ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code section 1798.55, Penal Code section 502 and other state and federal laws;
 - iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V – Information Security Incidents and/or Breaches; and
 - iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement and may be subject to penalties, both civil and criminal.
- b. **USE RESTRICTIONS.** County shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- c. **DISCLOSURE OF CDSS CSP.** County shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- d. **SUBPOENA.** If County receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, County

will immediately notify the Horne Project Director and CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by County's responsible unit for handling subpoenas and court orders.

- e. **INFORMATION SECURITY OFFICER.** County shall designate an Information Security Officer to oversee its compliance with this Attachment and to communicate with CDSS on matters concerning this Attachment.
- f. **REQUESTS FOR CDSS CSP BY THIRD PARTIES.** County shall promptly transmit to the Horne Project Director and CDSS Information Security and Privacy Officer all requests for disclosure of any CDSS CSP requested by third parties to the Agreement (except from an individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- g. **DOCUMENTATION OF DISCLOSURES FOR REQUESTS FOR ACCOUNTING.** County shall maintain an accurate accounting of all requests for disclosure of CDSS CSP Information and the information necessary to respond to a request for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- h. **RETURN OR DESTRUCTION OF CDSS CSP ON EXPIRATION OR TERMINATION.** Upon expiration or termination of the Agreement between County and Horne, or upon a date mutually agreed upon by the Parties following expiration or termination, County shall return or destroy CDSS CSP. If return or destruction is not feasible, County shall provide a written explanation to the Horne Project Director and CDSS Information Security and Privacy Officer, using the contact information in this Agreement. CDSS, in its sole discretion, will make a determination of the acceptability of the explanation and, if retention is permitted, shall inform County in writing of any additional terms and conditions applicable to the retention of CDSS CSP.
- i. **RETENTION REQUIRED BY LAW.** If required by state or federal law, County may retain, after expiration or termination, CDSS CSP for the time specified as necessary to comply with the law.
- j. **RECORDS RETENTION.** Maintain all project materials and records pertaining to service delivery and fiscal and administrative controls for three years after final payment has been made under the terms of this Agreement, or until all pending county, State and federal audits are completed, whichever is later. County agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Upon request, the County shall promptly make these materials and records available to the State or its representative including the State Auditor. County agrees to allow the State or its representative access to such records

during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to this Agreement.

- k. **OBLIGATIONS CONTINUE UNTIL RETURN OR DESTRUCTION.** County's obligations regarding the confidentiality of CDSS CSP set forth in this Agreement, including but not limited to obligations related to responding to Public Records Act requests and subpoenas, shall continue until County returns or destroys CDSS CSP or returns CDSS CSP to CDSS; provided, however, that on expiration or termination of the Agreement between County and Horne, County shall not further use or disclose CDSS CSP except as required by state or federal law.
- l. **NOTIFICATION OF ELECTION TO DESTROY CDSS CSP.** If County elects to destroy CDSS CSP, County shall certify in writing, to the Horne Project Director and CDSS Information Security and Privacy Officer, using the contact information, that CDSS CSP has been destroyed.
- m. **BACKGROUND CHECK.** Before a member of County's workforce may access CDSS CSP, County must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk to CDSS information technology systems and/or CDSS data. County shall retain each workforce member's background check documentation for a period of three (3) years following Agreement termination.
- n. **CONFIDENTIALITY SAFEGUARDS.** County shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. County shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of County's operations and the nature and scope of its activities, including at a minimum the following safeguards:
 - i. **General Security Controls.**
 - 1. **Confidentiality Acknowledgement.** By executing the Agreement and signing Paragraph XI, CDSS Confidentiality and Security Compliance Statement, County acknowledges that the information resources maintained by CDSS and provided to County may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

2. **Workstation/Laptop Encryption.** All County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by CDSS Information Security Office.
3. **Data Encryption.** Any CDSS CSP shall be encrypted at rest when stored on network file shares or document repositories.
4. **Server Security.** Servers containing unencrypted CDSS CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
5. **Minimum Necessary.** Only the minimum necessary amount of CDSS CSP required to perform necessary business functions may be copied, downloaded, or exported.
6. **Removable Media Devices.** All electronic files that contain CDSS CSP must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart phone, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.
7. **Antivirus Software.** All County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
8. **Patch Management.** To correct known security vulnerabilities, County shall install security patches and updates in a timely manner on all County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP as appropriate based on County's risk assessment of such patches and updates, the technical requirements of County's systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.
9. **User IDs and Password Controls.** All users must be issued a unique username for accessing CDSS CSP. County's password

policy must be based on information security best practices for password length, complexity, and reuse.

10. **Data Destruction.** Upon termination of the Agreement, all CDSS CSP must be sanitized in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization.

ii. **System Security Controls.**

1. **System Timeout.** The system providing access to CDSS CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity for applications, and fifteen (15) minutes of inactivity for desktops and laptops.
2. **Warning Banners.** All systems (servers, desktops, laptops, etc.) containing CDSS CSP must display a warning banner at login stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
3. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDSS CSP, or which alters CDSS CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDSS CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least one (1) year after occurrence.
4. **Access Controls.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.
5. **Transmission Encryption.** All data transmissions of CDSS CSP by County outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit key or higher. Encryption can be end-to-end at the network level, or the data files containing CDSS CSP can be encrypted. This requirement pertains to any type of CDSS CSP in motion such as website access, file transfer, and email.
6. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDSS CSP that are accessible via the

Internet must be protected by a comprehensive intrusion detection and prevention solution.

iii. **Audit Controls.**

1. **System Security Review.** All systems processing and/or storing CDSS CSP must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
2. **Log Reviews.** All systems processing and/or storing CDSS CSP must have a routine procedure in place to review system logs for unauthorized access.
3. **Change Control.** All systems processing and/or storing CDSS CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

iv. **Business Continuity/Disaster Recovery Controls.**

1. **Disaster Recovery.** County must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDSS CSP in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
2. **Data Backup Plan.** County must have established documented procedures to backup CDSS CSP to maintain retrievable exact copies of CDSS CSP. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDSS CSP should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDSS data.

v. **Paper Document Controls.**

1. **Supervision of Information.** CDSS CSP in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. CDSS CSP in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2. **Escorting Visitors.** Visitors to areas where CDSS CSP are contained shall be escorted, and CDSS CSP shall be kept out of sight while visitors are in the area.
3. **Confidential Destruction.** CDSS CSP must be disposed of through confidential means, such as cross-cut shredding and/or pulverizing.
4. **Removal of Information.** CDSS CSP must not be removed from the premises of County except for identified routine business purposes or with express written permission of CDSS.
5. **Faxing.** CDSS CSP that must be transmitted by fax shall require that County confirms the recipient fax number before sending, takes precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients if County's fax number changes, and maintains fax machines in a secure area.
6. **Mailing.** Paper copies of CDSS CSP shall be mailed using a secure, bonded mail service, such as Federal Express, UPS, or by registered U.S. Postal Service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

IV. **Information Security Incidents and/or Breaches of CDSS CSP.**

- a. **CDSS CSP Information Security Incidents and/or Breaches Response Responsibility.** County shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.82(f), and State Administrative Manual (SAM) section 5340, Information Security Incident Management, including, but not limited to, taking:
 - i. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- b. **Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP.** County shall notify the Horne Project Director and CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow County to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.

- c. **Isolation of System or Device.** A system or device containing CDSS CSP compromised by an exploitation of a technical vulnerability shall be promptly disconnected or quarantined and investigated until the vulnerability is resolved. County will notify CDSS and Horne within two (2) business days of a confirmed exploitation of a technical vulnerability and keep CDSS and Horne informed as to the investigation until resolution of the vulnerability is completed.
- d. **Investigation of Information Security Incidents and/or Breaches.** County shall promptly investigate Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and County shall cooperate fully in such investigations. County is not required to disclose their un-redacted confidential, proprietary, or privileged information. County will keep CDSS fully informed of the results of any such investigation.
- e. **Updates on Investigation.** County shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the Horne Project Director and CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between County and the Horne Program Director/CDSS Information Security and Privacy Officer. County is not required to disclose their unredacted confidential, proprietary, or privileged information.
- f. **Written Report.** County shall provide a written report of the investigation to the Horne Project Director and CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. County is not required to disclose their unredacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:
 - i. County point of contact information;
 - ii. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach, if known;
 - iii. A description of the types of CDSS CSP that were involved and the extent of the information involved in the Information Security Incident and/or Breach;
 - iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
 - v. A description of where CDSS CSP is believed to have been improperly transmitted, sent, or utilized;

- vi. A description of the probable causes of the improper use or disclosure;
 - vii. Whether Civil Code sections 1798.29 or 1798.82, or any other federal or state laws requiring individual notifications of breaches, are triggered; and
 - viii. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach of CDSS CSP.
- g. **Cost of Investigation and Remediation.** Per SAM section 5305.8, County shall be responsible for all direct and reasonable costs incurred by Horne or CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from County's failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review or destruction, or loss, theft or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, Horne staff time, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

V. Contact Information. To direct communications to the above-referenced Horne and CDSS staff, County shall initiate contact as indicated herein. Horne and CDSS reserve the right to make changes to the contact information below by giving written notice to County. Said changes shall not require an amendment to this Attachment or the Agreement to which it is incorporated.

Horne Project Director	CDSS Information Security & Privacy Officer
See Summary Cover Sheet of the Program Funding Agreement for Horne Project Director information	California Department of Social Services Information Security & Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814 Email: iso@dss.ca.gov Telephone: (916) 651-5558

VI. Audits and Inspections. CDSS may inspect and/or monitor compliance with the safeguards required in this Attachment. County shall promptly remedy any violation of any provision of this Attachment and shall certify the same to the Horne Project Director and CDSS Information Security and Privacy Officer in writing. The fact that CDSS or Horne inspects, or fails to inspect, or has the right to inspect, does not relieve County of its responsibility to comply with this Attachment.

- VII. Amendment.** The Parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve and that amendment of this Attachment may be required to provide for procedures to ensure compliance with such laws. The Parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDSS CSP.
- VIII. Interpretation.** The terms and conditions in this Attachment shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The Parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- IX. Termination.** An Information Security Incident and/or Breach of CDSS CSP by County, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between County and Horne and grounds for immediate termination of the Agreement.
- X. CDSS Confidentiality and Security Compliance Statement.**

**CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT V 2019 01**

Information resources maintained by the California Department of Social Services (CDSS) and provided to County may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the confidential and/or sensitive records of CDSS are subject to strict confidentiality requirements imposed by state and federal law, which may include, but are not limited to, the following: the California Welfare and Institutions Code § 10850, Information Practices Act – California Civil Code § 1798 *et seq.*, Public Records Act – California Government Code § 6250 *et seq.*, California Penal Code § 502, 11140–11144, 13301–13303, Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) – 45 CFR Parts 160 and 164, and Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50. Contractor agrees to comply with the laws applicable to CDSS CSP received.

This Confidentiality and Security Compliance Statement must be signed and returned with the Agreement.

Project Representative _____
 Name (Printed): Anna Scott
 Title: Assistant Director, Department of Health and Human Services

Business Name: **Inyo County**

Email Address: _____

Phone: _____

Signature: _____

Date Signed: _____

READ and ACKNOWLEDGED: Information Security Officer
(or authorized official responsible for business' information security program)

Name (Printed): _____

Title: _____

Business Name: _____

Email Address: _____

Phone: _____

Signature: _____

Date Signed: _____

Attachment D

FUNDING LETTERS

[attached]

December 14, 2022

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

ALL COUNTY WELFARE DIRECTORS LETTER

The purpose of this letter is to notify All County Welfare Directors of a one-time \$55 million appropriation for Operating Subsidy Payments (OSPs) for the Community Care Expansion (CCE) Preservation Funds as a result of the Budget Act of 2022 (AB 178, Chapter 45, Statutes of 2022). Additionally, counties that did not accept allocations from the Notice of Funding Availability (NOFA) dated June 10, 2022, have another opportunity to accept previously offered funds or indicate their interest in program participation by submitting a Letter of Interest (LOI) no later than Wednesday, January 25, 2023.



KIM JOHNSON
DIRECTOR

CALIFORNIA HEALTH & HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

December 14, 2022

TO: ALL COUNTY WELFARE DIRECTORS

FROM: HANNA AZEMATI, DEPUTY DIRECTOR
HOUSING AND HOMELESSNESS DIVISION

SUBJECT: NOTICE OF FISCAL YEAR (FY) 2022--23 AND FY 2021--22
COMMUNITY CARE EXPANSION PRESERVATION FUNDS FOR
COUNTIES

REFERENCE: [ASSEMBLY BILL \(AB\) 178 \(CHAPTER 45, STATUTES OF 2022\)](#),
[AB 172, COMMUNITY CARE EXPANSION PRESERVATION
NOTICE OF FUNDING AVAILABILITY DATED JUNE 10, 2022.](#)

The purpose of this letter is to notify All County Welfare Directors of a **one-time \$55 million** appropriation for noncompetitive allocations of the Operating Subsidy Payments (OSPs) for the Community Care Expansion (CCE) Preservation Funds as a result of the [Budget Act of 2022](#) (AB 178, Chapter 45, Statutes of 2022). These funds are available in addition to funds previously announced in the [Notice of Funding Availability \(NOFA\) dated June 10, 2022](#).

Counties that did not accept funds in the first release through the [NOFA dated June 10, 2022](#) have another opportunity to accept previously offered funds as outlined in Section V. Counties with populations under 200,000 who are interested but not able to accept funds at this time may indicate interest in program participation by submitting a Letter of Interest (LOI). The LOI process is outlined in Section VI. **The deadline to accept funds or submit an LOI is Wednesday, January 25, 2023.**

This letter also notifies counties of two changes related to the funds announced in the [NOFA dated June 10, 2022](#), outlined further in Section II and Section III below including a change in funding source for Capital Projects (CP) funds as well as the administrative cost limits associated with CCE Preservation Funds.

The California Department of Social Services (CDSS) is contracting with Advocates for Human Potential, Inc. (AHP), to serve as the third-party administrator for the CCE program.

I. BACKGROUND

The CCE program was established by [AB 172 \(Chapter 696, Statutes of 2021\)](#) to fund capital projects and promote the sustainability of residential adult and senior care facilities and to address historic gaps in the long-term care continuum. The CCE program provides funding for acquisition, construction, and rehabilitation to preserve and expand adult and senior care facilities that serve people receiving or applying for Supplemental Security Income/State Supplementary Payment (SSI/SSP) and Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness.

The **CCE Preservation Funds** are for the immediate preservation of licensed residential adult and senior care facilities serving applicants or recipients SSI/SSP or CAPI, including those who are experiencing or at risk of homelessness. The CCE Preservation Funds are divided into two components:

- 1) **Operating Subsidy Payments (OSP)** to fund operating subsidies to existing licensed residential adult and senior care facilities serving qualified residents. OSP funds can cover an eligible licensed facility's actual or projected operating deficits.
- 2) **Capital Projects (CP)** to preserve facilities in need of critical repairs or required upgrades, thereby potentially preventing facility closure, which could result in exits to homelessness. Funds can be applied to physical repairs and upgrades on an approved facility's property, including inside or outside the facility, within its property line. The CP funds can also fund repairs needed to ensure facilities are compliant with licensing standards.

The [NOFA dated June 10, 2022](#), announced a total of \$197.5 million in noncompetitive allocations for all counties with eligible licensed residential adult and senior care facilities. This funding was appropriated through the Budget Act of 2021. Counties were required to accept or decline all or a portion of the OSP and/or CP allocation(s) via Director's Certification by July 29, 2022. Through this process, thirty-five out of forty-seven eligible counties accepted over \$187 million in noncompetitive allocations. Program requirements and guidance for the CCE Preservation Funds are outlined in the [NOFA dated June 10, 2022](#).

II. FY 2022-23 FUNDING AVAILABILITY

The Budget Act of 2022 appropriated an additional, one-time \$55 million to fund OSPs. CDSS will reserve up to five percent of the funds for state operations and

administration. The remaining \$52,250,000 will be available to counties via a needs-based allocation methodology, as reflected in Section IV.

A summary of total CCE Preservation funding amounts provided to counties in FY 2021--22 and FY 2022--23 is outlined in the table below. The FY 2022--23 OSP funds have the same expenditure deadlines as the FY 2021--22 OSP funds.

Additionally, the funding source for CP funds has changed from State and Local Fiscal Recovery Funds (SFRF) to the state General Fund.

Purpose	Match	Funding Source and Expenditure Timeline	Allocated Amount
OSP – FY 2022--23	None	State general funds must be obligated by June 30, 2027, and liquidated by June 30, 2029	\$52,250,000
OSP – FY 2021--22	None	State general funds must be obligated by June 30, 2027, and liquidated by June 30, 2029	\$54,747,179
CP – FY 2021--22	10% match	State general funds must be obligated by June 30, 2024, and liquidated by December 31, 2026	\$142,488,003
		Total CCE Preservation Funds	\$249,485,182

III. CHANGE TO ADMINISTRATIVE COST LIMIT

Previously, the [NOFA dated June 10, 2022](#), required that counties minimize administrative costs, not to exceed 10 percent. Based on the nature of the CCE Preservation Program and the significant level of coordination, planning and oversight required to implement the program, **CDSS has increased the threshold of funding that may be used for administrative activities from 10 percent to 15 percent.**

Counties should continue to minimize administrative costs, not to exceed the 15 percent limit. This threshold applies to all CCE Preservation Funds, including any CCE Preservation Funds previously accepted via the [NOFA dated June 10, 2022](#).

IV. UPDATED COUNTY ALLOCATIONS AND METHODOLOGY

Funding is available via a noncompetitive allocation for counties with qualifying facilities (i.e., licensed facilities that are not funded by regional centers and that are currently serving individuals who are applicants or recipients of SSI/SSP or CAPI). The FY 2022--23 OSP Funds were distributed proportionate to each county's share of statewide need. Statewide need is defined as the total number of beds in qualifying facilities occupied by an applicant or recipient of SSI/SSP, according to CDSS' Community Care Licensing Division (CCLD) survey data. Allocations are not available via the FY 2022--23 non-competitive allocation for counties with no qualifying facilities.

Allocation amounts are listed in Attachment One.

V. PROCESS TO ACCEPT FUNDS

Counties wishing to accept the noncompetitive allocations in Attachment One, Tables 1 and/or 2 shall submit a signed and completed Director's Certification (Attachment Two) to housing@dss.ca.gov. The Director's Certification is required for the county to accept the remaining FY 2021--22 funds and/or the additional FY 2022--23 funds, regardless of whether the county is newly participating or has previously accepted CCE Preservation Funds. The CDSS will only accept Director's Certifications from the designated county department that accepted the funds announced in the [NOFA dated June 10, 2022](#).

Counties must accept or decline funds via the Director's Certification by Wednesday, January 25, 2023.

Additional information for counties accepting funds for the first time

Any county that did not already accept funds announced in the [NOFA dated June 10, 2022](#), may accept funds in response to this funding announcement. Counties must review the [NOFA dated June 10, 2022](#), for further information on program requirements and guidance.

Counties accepting funds for the first time may choose to accept funds for either OSP, CP, or both. If both are accepted, a county must designate one county department to implement both program components. Any county department is eligible to accept the funds. Examples include, but are not limited to, social service departments, health departments, aging or adult services, behavioral health departments, or housing and community development departments. Counties are encouraged to contact housing@dss.ca.gov with any questions related to the funds acceptance process.

VI. LETTER OF INTEREST

The CDSS recognizes that many counties with populations under 200,000 did not accept the allocations published in the [NOFA dated June 10, 2022](#). Recognizing the need to preserve licensed adult and senior care facilities across the entire state, CDSS is accepting Letters of Interest (LOI) from counties with populations less than 200,000 who are interested in accepting CCE Preservation Funds but require additional supports to do so, and are therefore not able to accept funds at this time.

If a county with **a population of less than 200,000** is interested in implementing a CCE Preservation program, but not currently able to accept CCE Preservation Funds, please provide an LOI addressing the following elements:

- I. Summary of county's interest and need for CCE Preservation Funds
- II. Barriers preventing the county from implementing CCE Preservation Funds
- III. Resources or supports that CDSS or AHP could provide to overcome these barriers

Please submit LOIs (no more than one LOI per county) **by Wednesday, January 25, 2023**, to housing@dss.ca.gov.

The CDSS will review LOIs to understand where additional technical assistance or support is needed. The CDSS may request additional information to better understand the barriers identified within LOIs. Funding is not guaranteed through submission of an LOI. Furthermore, an LOI is not required before submitting a Director's Certification.

Counties are encouraged to contact housing@dss.ca.gov with any questions regarding the LOI process.

VII. UPDATED AWARD TIMELINE

The CDSS will issue award letters on a rolling basis within 45 business days of receiving a completed Director's Certification.

The AHP will issue or amend a Standard Agreement (contract), as applicable following the release of award letters. The Standard Agreement must be signed, submitted, and fully executed with AHP before these additional OSP funds will be disbursed.

The [NOFA dated June 10, 2022](#), requires that participating counties submit an Implementation Plan by January 15, 2023. If a continuing county has already submitted an Implementation Plan by the time additional funds are accepted, counties may amend their plan, if needed. The CDSS does not anticipate significant changes in county implementation plans based on this FY 2022--23 augmented funding. Further instructions related to amended or revised Implementation Plans, as well as

Implementation Plan timeline for newly participating counties, will be provided under separate cover, as applicable.

VII. TECHNICAL ASSISTANCE AND ADDITIONAL INFORMATION

The CDSS and AHP are committed to providing support to counties interested in implementing CCE Preservation Funds. The AHP will be providing informational webinars, templates and sample documents, and direct technical assistance support throughout implementation. Counties are encouraged to contact housing@dss.ca.gov with any questions, concerns, or technical assistance requests regarding implementation of the CCE Preservation Program.

Refer to the [NOFA dated June 10, 2022](#), for more information on the purpose, eligibility requirements, program operating requirements, and responsibilities for county implementation of the CCE Preservation Funds.

Refer to the [CCE Preservation website](#) to review additional resources, including FAQs and a recording of an informational webinar held June 17, 2022.

Contact housing@dss.ca.gov with questions about this letter or attachments.

ATTACHMENT ONE: ALLOCATION TABLES

Counties wishing to accept the noncompetitive allocations in Tables 1 and/or 2 shall submit a signed and completed Director’s Certification (Attachment One of this ACWDL) to housing@dss.ca.gov by **Wednesday, January 25, 2023**.

Table One: Operating Subsidy Payment Noncompetitive Allocations

County	A. FY 21--22 OSP Funds Remaining	B. Additional FY 22--23 OSP Funds	C. Total FY 21--22 and FY 22--23 OSP Funds Available to Accept (A+B)	D. For Reference: Total OSP Funds Made Available through FY 21--22 and FY 22--23 (includes new and previously accepted funds)
Alameda	Accepted	\$1,535,773	\$1,535,773	\$3,055,380
Alpine	-	-	-	-
Amador	\$200,000	\$26,221	\$226,221	\$226,221
Butte*	-	-	-	-
Calaveras	\$200,000	\$18,729	\$218,729	\$218,729
Colusa	-	-	-	-
Contra Costa	Accepted	\$1,202,398	\$1,202,398	\$2,392,139
Del Norte	-	-	-	-
El Dorado	\$200,000	\$22,475	\$222,475	\$222,475
Fresno	Accepted	\$1,112,499	\$1,112,499	\$2,213,288
Glenn	Accepted	\$14,983	\$14,983	\$214,983
Humboldt	Accepted	\$41,204	\$41,204	\$241,204
Imperial	\$200,000	\$153,577	\$353,577	\$353,577
Inyo	-	-	-	-
Kern	Accepted	\$839,057	\$839,057	\$1,669,281
Kings	\$200,000	\$52,441	\$252,441	\$252,441
Lake	\$200,000	\$22,475	\$222,475	\$222,475
Lassen	\$200,000	\$7,492	\$207,492	\$207,492
Los Angeles	Accepted	\$19,863,912	\$19,863,912	\$39,518,733
Madera	Accepted	\$89,899	\$89,899	\$289,899
Marin	Accepted	\$221,002	\$221,002	\$439,677
Mariposa	-	-	-	-

Mendocino	\$200,000	\$59,933	\$259,933	\$259,933
Merced	Accepted	\$86,153	\$86,153	\$286,153
Modoc	-	-	-	-
Mono	-	-	-	-
Monterey	Accepted	\$651,767	\$651,767	\$1,296,673
Napa	\$200,000	\$14,983	\$214,983	\$214,983
Nevada	Accepted	\$14,983	\$14,983	\$214,983
Orange	Accepted	\$4,685,981	\$4,685,981	\$9,322,636
Placer	Accepted	\$198,527	\$198,527	\$398,527
Plumas	-	-	-	-
Riverside	Accepted	\$1,797,978	\$1,797,978	\$3,577,030
Sacramento	Accepted	\$2,442,254	\$2,442,254	\$4,858,800
San Benito*	-	-	-	-
San Bernardino	Accepted	\$2,816,833	\$2,816,833	\$5,604,015
San Diego	Accepted	\$3,382,447	\$3,382,447	\$6,729,289
San Francisco	Accepted	\$1,513,298	\$1,513,298	\$3,010,667
San Joaquin	Accepted	\$1,352,230	\$1,352,230	\$2,690,226
San Luis Obispo	Accepted	\$138,594	\$138,594	\$338,594
San Mateo	Accepted	\$827,819	\$827,819	\$1,646,924
Santa Barbara	\$263,151	\$265,951	\$529,102	\$529,102
Santa Clara	Accepted	\$1,636,909	\$1,636,909	\$3,256,588
Santa Cruz	Accepted	\$483,207	\$483,207	\$961,327
Shasta	\$200,000	\$138,594	\$338,594	\$338,594
Sierra	-	-	-	-
Siskiyou	Accepted	\$48,695	\$48,695	\$248,695
Solano	Accepted	\$580,597	\$580,597	\$1,155,083
Sonoma	Accepted	\$344,613	\$344,613	\$685,598
Stanislaus	Accepted	\$1,532,027	\$1,532,027	\$3,047,928
Sutter	Accepted	\$550,631	\$550,631	\$1,095,466
Tehama	\$218,675	\$221,002	\$439,677	\$439,677
Trinity	Accepted	\$22,475	\$22,475	\$222,475
Tulare	\$448,469	\$453,240	\$901,709	\$901,709
Tuolumne	\$200,000	\$26,221	\$226,221	\$226,221
Ventura	Accepted	\$569,360	\$569,360	\$1,132,727
Yolo	Accepted	\$104,882	\$104,882	\$304,882
Yuba	Accepted	\$63,678	\$63,678	\$263,678
Total	\$3,130,295	\$52,250,000	\$55,380,295	\$106,997,179

*Counties marked with an asterisk have licensed facilities in which regional centers are not the vendor, but the allocation methodology used did not identify any such licensed facilities that serve any recipients or applicants of SSI/SSP or CAPI. If the county is

aware of eligible adult and senior care facilities not funded by regional centers that are currently serving recipients or applicants of SSI/SSP or CAPI, a base allocation of \$200,000 may be requested by contacting housing@dss.ca.gov by the deadline of **Wednesday, January 25, 2023**.

Table One Column Descriptions

- Column A indicates whether a county has already accepted the FY 2021--22 OSP funds previously made available, or whether there are remaining funds available for acceptance from FY 2021--22.
- Column B provides the new, additional FY 2022--23 OSP allocation amount available for acceptance.
- Column C totals the available funds in Column A and B – **this is the total amount available for the county to accept at this time through the Director's Certification.**
- Column D is the total amount that has been made available to the county, including funds already accepted and funds currently available to accept. For example, if all OSP funds are accepted from FY 2021--22 and FY 2022--23, the amount in Column D will be the total amount that the county has available in OSP funds.

Table Two: Capital Preservation (CP) Funds Noncompetitive Allocations

Counties that did not initially accept any FY 2021--22 CP funds may accept the FY 2021--22 CP noncompetitive allocation amounts **before Wednesday, January 25, 2023**. The allocation amounts below are the same as those published in the [NOFA dated June 10, 2022](#). Counties that have already accepted the allocations are indicated as such. No additional CP funds were appropriated in FY 2022--23.

County	Remaining FY 2021--22 CP Funds
Alameda	Accepted
Alpine	-
Amador	\$200,000
Butte*	-
Calaveras	\$200,000
Colusa	-
Contra Costa	Accepted
Del Norte	-
El Dorado	\$200,000
Fresno	Accepted
Glenn	Accepted
Humboldt	Accepted
Imperial	\$413,612
Inyo	Accepted
Kern	Accepted
Kings	\$200,000
Lake	\$200,000
Lassen	\$200,000
Los Angeles	Accepted
Madera	Accepted
Marin	Accepted
Mariposa	-
Mendocino	\$200,000
Merced	\$232,026
Modoc	-
Mono	-
Monterey	Accepted
Napa	\$200,000
Nevada	Accepted
Orange	Accepted
Placer	Accepted
Plumas	-
Riverside	Accepted
Sacramento	Accepted
San Benito*	-
San Bernardino	Accepted
San Diego	Accepted
San Francisco	Accepted

San Joaquin	Accepted
San Luis Obispo	Accepted
San Mateo	Accepted
Santa Barbara	Accepted
Santa Clara	Accepted
Santa Cruz	Accepted
Shasta	\$373,259
Sierra	-
Siskiyou	Accepted
Solano	Accepted
Sonoma	\$928,104
Stanislaus	Accepted
Sutter	Accepted
Tehama	\$595,197
Trinity	Accepted
Tulare	\$1,220,659
Tuolumne	\$200,000
Ventura	Accepted
Yolo	Accepted
Yuba	Accepted
Total	\$5,562,857

*Counties marked with an asterisk have licensed facilities in which regional centers are not the vendor, but the allocation methodology used did not identify any such licensed facilities that serve any recipients or applicants of SSI/SSP or CAPI. If the county is aware of eligible adult and senior care facilities not funded by regional centers that are currently serving recipients or applicants of SSI/SSP or CAPI, a base allocation of \$200,000 may be requested by contacting housing@dss.ca.gov by the deadline of **Wednesday, January 25, 2023**.

ATTACHMENT TWO: FY 22--23 CCE PRESERVATION DIRECTOR'S CERTIFICATION

Counties must submit a completed, signed Director's Certification to housing@dss.ca.gov by **Wednesday, January 25, 2023**, to accept funds. Director's Certifications must be submitted by both counties accepting CCE Preservation Funds for the first time, as well as counties that have not previously accepted funds for the program – however, please note that not all sections are applicable to counties that previously accepted funds.

Section I: Contact Information

All counties:

1. County: _____
2. Point of contact for this Director's Certification (Note: CDSS and AHP may contact this person if there are questions about the certification):
 - A. Name: _____
 - B. Title: _____
 - C. Email: _____
3. Please indicate which county agency or department is accepting funds on behalf of the county:
 - A. County Department or Agency Name: _____

Section II: Accept OSP Funds

Counties accepting any OSP funds must fill out this Section, regardless of whether they have previously accepted CCE Preservation Funds.

4. The county hereby:
 - Accepts the full allocation of OSP funds (Attachment One, Table One, Column C)
 - Accepts a partial allocation of OSP funds (Attachment One, Table One, Column C)
 - Declines entire allocation of OSP funds available (Attachment One, Table One, Column D)Confirm amount of OSP funds accepted (do not include previously accepted funds): \$ _____
5. Confirm total amount of OSP funds accepted by the county to date, including any OSP funds previously accepted and the amount accepted in Question 4:
\$ _____

Please check this box if the county is interested in accepting additional OSP funds, if available

Section III: Accept CP Funds

If a county has already accepted the full amount of CP funds currently available to their county, **do not complete this section.** Although no additional funds have been made available for CP funds in FY 2022--23, counties that did not previously accept FY 2021--22 CP funds may fill out the below to do so.

6. The county hereby:

- Accepts the full amount of CP funds in Attachment One, Table Two
- Accepts a partial amount of CP funds in Attachment One, Table Two
- Declines entire allocation of CP funds available in Attachment One, Table Two

7. Confirm amount of CP funds accepted (do not include previously accepted funds): \$ _____

Check this box if the county is interested in accepting additional CP funds, if available.

Check this box to confirm the county will provide the 10 percent match for any CP funds accepted. Match may be provided by the county or contributed by facilities awarded CP funds. However, counties are responsible for ensuring that the 10 percent match is met.

Section IV: Director Certification Agreement

By submitting this certification to accept funds, the Director of the county department administering the program certifies that the implementation of CCE Preservation Funds will be consistent with relevant laws, regulations, program guidance, and evidence-based practices, including those outlined in this ACWDL as well as the [NOFA dated June 10, 2022](#).

County Director Signature

County Director Name

Date

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

DATE: JUNE 10, 2022

TO: ALL COUNTY DIRECTORS

SUBJECT: NOTICE OF FUNDING AVAILABILITY FOR THE COMMUNITY CARE EXPANSION PROGRAM: PRESERVATION OPERATIONAL SUBSIDIES AND PRESERVATION CAPITAL FUNDS

REFERENCE: [Assembly Bill \(AB\) 172 \(Chapter 696, Statutes of 2021\)](#); [Welfare and Institutions Code \(WIC\) Section 18999.97](#); [Senate Bill \(SB\) 129 \(Chapter 69, Statutes of 2021\)](#)

The purpose of this letter is to notify all County Directors of noncompetitive allocations available for all counties with licensed residential adult and senior care facilities. This funding is available through the Community Care Expansion (CCE) Preservation Funds for the immediate preservation of licensed residential adult and senior care facilities serving applicants or recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) or Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness. The CCE Preservation Funds include operating subsidies and funds for capital projects.

Counties accepting these funds will be responsible for the administration and disbursement of funds to existing licensed adult and senior care facilities serving the prioritized population, consistent with the state guidelines provided within this funding announcement.

The California Department of Social Services (CDSS) is contracting with Advocates for Human Potential, Inc. (AHP), a consulting and research firm focused on improving health and human services systems, to serve as the third-party administrator for the CCE program.

I. PROGRAM BACKGROUND

California has a shortage of adult and senior care facilities (e.g., Adult Residential Facilities [ARFs] and Residential Care Facilities for the Elderly [RCFEs]) that accept individuals receiving or applying for SSI/SSP or CAPI. It has also seen a decline in the number of SSI/SSP recipients residing in adult and senior care facilities. The CCE program was established by [Assembly Bill \(AB\) 172 \(Chapter 696, Statutes of 2021\)](#) to fund capital projects and promote the sustainability of residential adult and senior care facilities and to address historic gaps in the long-term care continuum. The CCE program will provide a total of \$805 million in funding for acquisition, construction, and rehabilitation to preserve and expand adult and senior care facilities that serve SSI/SSP

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

and CAPI applicants and recipients, including those who are experiencing or at risk of homelessness.

A total of \$195 million is reserved for the CCE Preservation Funds, which are intended to immediately preserve and avoid the closure of licensed residential adult and senior care facilities serving [qualified residents](#), defined as applicants or recipients of SSI/SSP or CAPI, including the “[prioritized population](#)” of qualified residents who are experiencing or at risk of homelessness ([WIC sections 18999.97\(c\)\(1\) and \(2\)](#)).

The \$195 million Preservation Funds comprise \$55 million in state general funds for preservation operating subsidy payments and \$140 million in State Fiscal Recovery Funds (SFRF) established by the American Rescue Plan Act (ARPA) of 2021 (Public Law 117-2) for preservation capital projects. Refer to [Section II: Allocation and Budget](#) for additional information on the funding available for each of these eligible uses and expenditure deadlines.

California State Priorities

CCE funding opportunities are designed to address the following state priorities:

- Invest in behavioral health and community care options that advance racial equity
- Seek geographic equity of behavioral health and community care options
- Address urgent gaps in the care continuum for people with behavioral health conditions, including seniors, adults with disabilities, and children and youth
- Increase options across the life span that serve as an alternative to incarceration, hospitalization, homelessness, and institutionalization
- Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing homelessness and justice involvement
- Ensure care can be provided in the least restrictive settings to support community integration, choice, and autonomy
- Leverage county and Medi-Cal investments to support ongoing sustainability
- Leverage the historic state investments in housing and homelessness

In addition to the CCE Preservation Funds described in this letter, \$570 million is available for the CCE Capital Expansion Program through a joint [Request for Applications](#) alongside the Department of Health Care Services Behavioral Health Continuum Infrastructure Program. **The timeline, eligible uses, program guidelines, and eligibility for the CCE Capital Expansion Program are distinct from the CCE Preservation Funds outlined in this letter.** Counties interested in funds to support the creation or expansion of care facilities or other residential care settings to serve recipients or applicants of SSI/SSP or CAPI are encouraged to learn more about the

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

[CCE Capital Expansion](#) funds, which are available for acquisition, construction, and rehabilitation to expand adult and senior care facilities serving qualified residents. Please visit the [Improving California's Infrastructure website](#) for more information on CCE Capital Expansion funds.

II. ALLOCATION AND BUDGET INFORMATION

Funding Availability

The CCE Preservation Funds identified in this letter total \$195 million in noncompetitive allocations to counties for the immediate preservation of licensed residential adult and senior care facilities serving qualified residents. Note: facilities vendored by [regional centers](#) are not eligible for CCE Preservation Funds. However, these facilities and/or operators are encouraged to contact the regional center to request assistance in identifying resources related to capital development or rehabilitation, if applicable.

The CCE Preservation Funds are divided into two components:

- **Operating Subsidy Payments (OSP):** \$55 million is available to fund operating subsidies to existing licensed residential adult and senior care facilities serving [qualified residents](#). The intent of the OSP funds is to preserve and avoid the closure of critical residential adult and senior care facilities. OSP funds can cover an eligible licensed facility's potential or projected operating deficits. Refer to [Sections 101](#) and [201](#) for more information on OSPs.
- **Capital Projects (CP):** \$140 million is available in capital funds to preserve facilities in need of critical repairs or required upgrades, thereby potentially preventing facility closure, which could result in exits to homelessness. Funds can be applied to physical repairs and upgrades on an approved facility's property, including inside or outside the facility, within its property line. The CP can also fund repairs needed to ensure facilities are compliant with licensing standards. Refer to [Sections 102](#) and [202](#) for more information on CPs.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

Funding and match requirements are as follows:

Purpose	Match	Funding Source and Expenditure Timeline	Amount
Operating Subsidy Payments (OSP)	None	State general fund must be obligated by June 30, 2027, and liquidated by June 30, 2029	\$55,000,000
Capital Projects (CP)	10% match	Federal SFRF funds must be obligated by June 30, 2024, and liquidated by December 31, 2026	\$140,000,000
Total CCE Preservation Funds			\$195,000,000

Federal and State Expenditure Timeline

Of the \$195 million in CCE Preservation Funds, the OSP component is funded by state general funds. OSP funds must be obligated by June 30, 2027, and liquidated by June 30, 2029.

The CP component is funded by the SFRF pursuant to ARPA. CP funds must be obligated by June 30, 2024, and liquidated by December 31, 2026.

Allocation Methodology

OSP and CP preservation funds are available to all counties with current licensed facilities serving qualified residents. The noncompetitive allocations are listed in [Section 206](#). A need-based methodology for each county was determined by calculating the proportion of beds in existing licensed facilities currently serving individuals receiving SSI/SSP according to Community Care Licensing Division (CCLD) survey data. Facilities funded by regional centers are excluded and not eligible for CCE Preservation Funds. Refer to “Process to Accept CCE Preservation OSP and/or CP Funds” below for information on how county entities can accept funds.

Funding is not available in the noncompetitive allocation for counties with no qualifying facilities (i.e., no current licensed facilities willing to accept individuals who are applicants or recipients of SSI/SSP, not funded by [regional centers](#)). However, a base allocation of \$200,000 may be requested if the county believes there are existing licensed adult and senior care facilities serving applicants or recipients of SSI/SSP or CAPI that were not identified by the need-based methodology. Counties interested in this option must contact cce.preservation@ahpnet.com no later than July 15, 2022.



**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

Refer to [Section 206](#) to review the counties that fall into this category, as indicated by an asterisk.

Allocations and Awards Timeline

The following table summarizes the CCE Preservation Fund timeline:

Notice of funding availability released	June 10, 2022
Stakeholder webinar	June 17, 2022
Deadline for counties to accept allocations via the Director’s Certification	July 15, 2022
Deadline for counties to submit initial Implementation Plan for OSP and/or CP Preservation Funds	October 15, 2022
Deadline for counties to submit final Implementation Plan for OSP and/or CP Preservation Funds	January 15, 2023
Initial award announcements	Continuous; individual award announcements will be issued within 45 days of receipt of a complete Director’s Certification
Standard Agreement (contract) with participating counties	AHP will issue a Standard Agreement (contract) for counties within 60 days of county initial Implementation Plan submission

CDSS reserves the right to modify the projected timeline at any time.

Process to Accept CCE Preservation OSP and/or CP Funds

Counties may choose to accept funds for either OSP, CP, or both. If both are accepted, a county must designate one county department to implement both program components. Any county department is eligible to accept the funds; examples include, but are not limited to, social service departments, health departments, aging or adult services, the behavioral health department, or housing and community development departments. However, the same county department must administer both OSP and CP funds.

Counties must accept or decline funds via the Director’s Certification in the web portal by July 15, 2022. Counties are encouraged to accept funds as soon as possible to meet the immediate needs of adult and senior care facilities at risk

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

of closure. Funds not accepted by July 15, 2022, will be redistributed to counties that confirm an ability to accept additional funds via the web portal.

Award Announcement and Contract

AHP will review responses via the web portal on a rolling basis. Within 45 days of receiving the complete Director's Certification, AHP will issue an award letter.

Following submission of a signed Director's Certification, counties will be required to submit an initial CCE Preservation Funds Implementation Plan. Initial plans are due no later than October 15, 2022. If additional time is needed to seek local approval or to finalize the plan, counties may submit an amended or final Implementation Plan no later than January 15, 2023.

AHP will issue a Standard Agreement (contract) within 60 days of receipt of an initial Implementation Plan. The final Implementation Plan will be attached as an Addendum to the Standard Agreement (contract) and monitored for compliance where appropriate, as well as serve as a starting point for ongoing technical assistance (TA). The Standard Agreement must be signed, submitted, and fully executed with AHP before initial funding can be disbursed.

III. PROGRAM ADMINISTRATION

Summary of Program Requirements

AHP, with direction from CDSS, will award funds and issue contracts for CCE Preservation Funds to interested counties. AHP will use the web platform to obtain Director's Certifications and Implementation Plans.

Counties accepting funds shall be responsible for and asked to certify to the following:

- Submit a Director's Certification of funds acceptance.
- Identify one county department to manage all CCE Preservation Funds (both OSP and CP grants).
- Submit an Implementation Plan outlining how the program will be administered.
- Ensure program administration is consistent with the attached notice of funding availability (NOFA) and executed contract, including application processes, funding disbursement, and monitoring for funding accepted (OSP, CP, or both) for eligible use.
- Ensure facilities receiving funds are in good standing with [CCLD](#) at CDSS.
- Maximize funds for preservation of licensed facilities serving [qualified residents](#) and the [prioritized population](#) and limiting county administrative costs to 10 percent or less.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

- Provide reports to AHP and CDSS upon request. The reporting frequency is generally expected to be quarterly at minimum; however, additional ad hoc reports may be requested.
- Provide match funds for CP funds of at least 10 percent, either provided by the county or contributed by facilities in receipt of CP funds. Note: OSP funds do not require a county match.

Technical Assistance

AHP has been contracted to offer ongoing general training and TA throughout the life of the CCE Preservation Funds, effective immediately. Topics may include, but are not limited to, permit and licensing requirements, construction plans, oversight and management, braiding of funds, workforce development strategies, racial equity, serving diverse and complex individuals, and leveraging Medicaid and other funding sources for sustainability and budgeting best practices. AHP will also conduct informational webinars on topics such as strategies to serve target and prioritized populations, braiding resources to ensure viability, and green/sustainable building practices, as well as addressing concerns common to capital development projects serving the prioritized populations.

Counties may request TA by contacting cce.preservation@ahpnet.com.

Additional information about AHP and CCE is available at <https://www.buildingcalhhs.com>.

IV. QUESTIONS AND ADDITIONAL INFORMATION

Contact cce.preservation@ahpnet.com with questions about this letter or attachments.

Additional information to address questions will be provided through a public webinar scheduled for June 17, 2022); an announcement will be forthcoming, following the release of this letter.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

**Community Care Expansion Preservation
Operating Subsidy Payment and Capital Projects**

Notice of Funding Availability

Contents

Article I – Program Overview 9

 Section 101 – Preservation OSP..... 9

 Section 102 – Preservation CP 11

Article II – Eligible Recipients and Expenditures..... 11

 Section 201 – Preservation OSP Eligible Recipients 11

 Section 202 – Preservation CP Eligible Recipients 12

 Section 203 – Ineligible OSP or CP Recipients..... 14

 Section 204 – Facility Prioritization Criteria 14

 Section 205 – Eligible/Ineligible Expenditures..... 15

 Section 206 – County Allocations..... 17

Article III – County Program Implementation Requirements 18

 Section 301 – County Implementation Plan 18

 Section 302 – Fund Disbursement..... 19

 Section 303 – Preservation Capital Projects Funding Match 24

 Section 304 – Service Use Terms..... 25

Article IV – Preservation Program Requirements 25

 Section 401 – Data Collection and Reporting 25

 Section 402 – Monitoring and Program Oversight..... 26

Article V – Authorizing and Applicable Law 27

 Section 501 – Federal and State Program Requirements..... 27

 Section 502 – Collaboration, Racial Equity, and Fair Housing 30

Key Definitions..... 31

Acronyms..... 33

Addendum A..... 33

 Examples of CCE CP Fund Disbursement Procedures 33



Community Care Expansion Preservation Program Operating Subsidy Payment and Capital Projects Notice of Funding Availability

Article I – Program Overview

The Community Care Expansion (CCE) Preservation Funds consist of two components: 1) Operating Subsidy Payments (OSP) and 2) Capital Projects (CP).

The unique goals, eligibility, and uses of each component are outlined throughout this attachment. Both components are intended to support the immediate preservation of licensed residential adult and senior care facilities serving [qualified residents](#), defined as applicants or recipients of SSI/SSP or CAPI, including the [prioritized population](#) of qualified residents who are experiencing or at risk of homelessness.

Section 101 – Preservation OSP

The intent of the OSP funds is to provide [operating subsidies](#) to existing licensed residential adult and senior care facilities to preserve them and avoid their closure, as well as to increase the acceptance of new qualified residents, including the prioritized population. Note: Facilities vendored by a [regional center](#) are not eligible for these funds.

OSP funds can cover an eligible licensed facility's potential or projected operating deficits. Operating costs are the costs associated with the day-to-day physical operation (e.g., staffing, utilities, security, maintenance) of qualified facilities. OSP funds will cover operating costs that are not covered by existing revenues. Eligible uses are further defined in [Section 205](#).

Counties accepting OSP funding are required to develop an application, allocation methodology, and award process for eligible licensed facilities consistent with state guidelines outlined in this document. Counties may determine whether they want to provide a set monthly payment or cost reimbursement based on actual costs and expenditures. Examples of each of these options are described below:

- **Set monthly payment:** A county may develop an allocation methodology for a monthly payment based on the number of beds currently occupied by qualified residents. In this scenario, the county shall determine the appropriate monthly amount for the operating subsidy payments that a facility would receive based on local needs. The monthly amount shall be applied at a rate per bed occupied by a [qualified resident](#) that month; beds occupied by non-qualified residents may not be included in the allocation methodology. With a set monthly payment, CDSS recommends subsidy payments of at least \$1,000 per bed for qualified residents, unless the county determines, based on their local needs assessment, that the amount should be less than \$1,000 per bed for qualified residents. For example, if the monthly amount is set at \$1,000 and four beds are currently occupied by qualified residents, the facility would receive a total of \$4,000 in OSP funds that

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

month. If in the next month there are only three beds occupied by qualified residents, the facility would receive \$3,000.

- **Cost reimbursement:** A county may reimburse facilities based on actual costs and expenditures. The facility can only be reimbursed for the share of eligible operating costs applicable to qualified residents. Counties choosing to use a cost reimbursement method should provide a template tool for facility applicants to project their operating costs and deficits for a set period. For example, if 25 percent of a facility's beds are occupied by [qualified residents](#), then the facility may request reimbursement for 25 percent of that month's eligible operating costs. Each month, the total reimbursed may vary due to changes in monthly operating costs as well as changes in the number of qualified residents in a facility.

Consistent with [Welfare and Institutions Code \(WIC\) section 18999.97](#), facilities in receipt of OSP shall be deed restricted to provide licensed adult and senior residential care for at least the length of time the county will provide operating subsidy payments. A deed restriction on the title of the property safeguards the property for purposes consistent with the grant for the duration of the contract performance period. A deed restriction must be recorded on the title to the property before the county can approve any OSP. As such, facility operators that are leasing the property must obtain the owner's consent for the deed restriction.

The length of time each county will provide OSP may vary depending on the county's OSP allocation, the number of facilities in receipt of OSP, and the amount of the monthly OSP. For example, a county determines they will provide OSP to eligible facilities over the course of 3 years. This duration of 3 years was determined based on the county's allocation and number of facilities the county prioritized to receive OSP. In this example, all facilities receiving OSP shall be deed restricted to provide licensed adult and senior residential care for at least the 3 years that the county will provide OSP via the CCE Preservation Funds.

Counties may request further technical assistance (TA) regarding how to establish processes to ensure properties are deed restricted, consistent with the statutory requirements, by contacting Advocates for Human Potential, Inc. (AHP) at cce.preservation@ahpnet.com.

Note: OSP must be used to cover the facility's operating deficits. SSI/SSP or CAPI recipients may not receive free or reduced amount for board/room or care or supervision as a result of the OSP funding. OSP funding must not supplant the recipient's payment to the facility or supplement their board/room charge.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

Section 102 – Preservation CP

The CP component of the CCE Preservation Funds provides capital funds to preserve facilities in need of repairs or required upgrades, thereby potentially preventing a facility closure and exits to homelessness. Funds can be applied to physical repairs and upgrades on an approved facility's property, including inside or outside the facility, within its property line. The CP funds can also be used for repairs needed for facilities to ensure they are compliant with licensing standards. Eligible uses are further defined in [Section 205](#).

Counties accepting CP funding are required to develop an application, allocation methodology, and award process for eligible licensed facilities that are currently serving qualified individuals.

Article II – Eligible Recipients and Expenditures

CCE Preservation noncompetitive allocations will be distributed to the county department designated by the county, once they are accepted through the process described in [Section 302](#). If both OSP and CP funds are accepted, one county department must manage both programs. Examples of county departments may include, but are not limited to, the housing development department, aging or adult services, or the behavioral health department. The department implementing OSP and/or CP should collaborate closely with behavioral health and homelessness systems of care to implement the program.

The designated county department will be responsible for the program administration, funding disbursement, and monitoring for OSP and CP to eligible licensed facilities, as applicable, as described in [Sections 302](#) and [402](#), respectively.

Counties accepting OSP and/or CP funds must provide information via an Implementation Plan that outlines how the county's funding application and dissemination process will target facilities that meet the eligibility and prioritization criteria outlined below. More information on the Implementation Plan is included in [Section 301](#).

Section 201 – Preservation OSP Eligible Recipients

OSP funds are intended to provide operating subsidies to existing licensed eligible residential adult and senior care facilities to preserve and avoid their closure, and to increase the acceptance of new [qualified residents](#), including the [prioritized population](#).

To receive OSP funding, facilities must meet the following eligibility criteria:

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

1. Be an existing licensed [Adult Residential Facility \(ARF\)](#), as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; [Residential Care Facility for the Elderly \(RCFE\)](#), as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or [Residential Care Facility for the Chronically Ill \(RCFCI\)](#), as defined in Title 22, section 87801(r)(5) of the California Code of Regulations;
2. Currently serve at least one [qualified resident](#);
3. Be in good standing with the [Community Care Licensing Division \(CCLD\)](#) or certify that the capital project funds will bring them into good standing, defined as licensees in “substantial compliance” with licensing statues and regulations per [Title 22, sections 80001\(s\)\(8\), 81001\(s\)\(8\), 87101\(s\)\(9\), and 87801\(s\)\(7\) of the California Code of Regulations](#); and
4. Have a critical monthly or annual operating and cash flow gap that places the facility at risk of closure or at risk of reducing the number of beds for qualified residents.

Facilities may certify that they meet these eligibility criteria through a written statement or attestation as part of the application process. Although counties may request further documentation when needed, CDSS encourages counties to develop streamlined and low-barrier applications to facilitate timely awards.

To accept funds, facilities must also agree to meet the following conditions **throughout implementation**:

1. Use funds in accordance with the eligible uses outlined in [Article II](#) as well as the program requirements outlined in [Article IV](#) and throughout this NOFA.
2. Agree to continue serving applicants or recipients of SSI/SSP or CAPI.
3. Agree to prioritize applications from qualified residents who are currently experiencing or at risk of homelessness.
4. Remain in good standing with CCLD.
5. Consistent with [WIC section 18999.97\(f\)](#), include a deed restriction to provide licensed adult and senior residential care for the length of time the grantee provides operating subsidy payments.

Counties shall monitor adherence to these requirements and ensure that facilities continue to meet the standards outlined above throughout program implementation. Counties will be responsible for reporting on the adherence to these requirements through regular program reports, as further described in [Section 401](#).

Section 202 – Preservation CP Eligible Recipients

CP funds are intended to preserve essential residential adult and senior care facilities in need of resources for repairs or required upgrades and that serve [qualified residents](#) and the [prioritized population](#).

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

To receive CP funding, facilities must meet the following eligibility criteria:

1. Be an existing licensed [Adult Residential Facility \(ARF\)](#), as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; [Residential Care Facility for the Elderly \(RCFE\)](#), as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or [Residential Care Facility for the Chronically Ill \(RCFCI\)](#), as defined in Title 22, section 87801(r)(5) of the California Code of Regulations;
2. Currently serve at least one [qualified resident](#);
3. Be in good standing with [CCLD](#) or certify that the capital project funds will bring them into good standing, defined as licensees in “substantial compliance” with licensing statues and regulations per [Title 22, sections 80001\(s\)\(8\), 81001\(s\)\(8\), 87101\(s\)\(9\), and 87801\(s\)\(7\) of the California Code of Regulations](#); and
4. Have a critical gap in their financial ability to make the needed repairs or upgrades, placing the facility at risk of closure or at risk of reducing the number of beds for qualified residents.

Facilities may certify that they meet these eligibility criteria through a written statement or attestation as part of the application process. Although counties may request further documentation when needed, CDSS encourages counties to develop streamlined and low-barrier applications to facilitate timely awards.

To accept funds, facilities must also meet the following conditions **throughout implementation**:

1. Use funds in accordance with the eligible uses outlined in [Article II](#), as well as the program requirements outlined in [Article IV](#) and throughout this NOFA.
2. Agree to continue serving applicants or recipients of SSI/SSP and CAPI.
3. Agree to prioritize applications from qualified residents currently experiencing or at risk of homelessness.
4. Remain in good standing with CCLD.

Note: Counties may require that facilities receiving CP funds include a deed restriction on the property that the facility be used to provide licensed adult and senior residential care for a period of time specified by the county. CDSS recommends counties include a deed restriction of 5 years or the length of time the county determines appropriate, relative to the amount of funds awarded to the facility. For example, it may be appropriate to require deed restriction for more than 5 years when a facility receives CP funds in excess of \$250,000.

Although CDSS recommends a deed restriction, in some cases it may not be feasible for the operator to agree to a deed restriction. For example, operators receiving CP

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

funds may not be able to agree to a deed restriction when the operator does not own the facility. In those cases, the county should include another form of agreement specifying the operator will continue to serve the qualified population and prioritize people experiencing or at risk of homelessness, as appropriate.

Counties shall monitor adherence to these requirements and ensure that facilities continue to meet the standards outlined above throughout program implementation. Counties will also be required to report on adherence to these requirements through regular program reports, as further described in [Section 401](#).

Section 203 – Ineligible OSP or CP Recipients

Facilities vendored by regional centers are not eligible for OSP or CP funds.

Section 204 – Facility Prioritization Criteria

Counties shall distribute funds to facilities in a manner that supports the overall goal to preserve eligible facilities and increase beds for [qualified residents](#) and the [prioritized population](#). Counties shall use the following criteria to prioritize eligible facilities for CCE Preservation Funds:

1. Facilities at the highest risk of closure that can be prevented through OSP or CP funds.
2. Facilities with the highest percentage or number of [qualified residents](#) served.

In addition to the criteria outlined above, counties may establish additional facility prioritization criteria to address local needs and the overall goals of the CCE Preservation Program.

Information on prioritization will be requested as part of the Implementation Plan.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

Section 205 – Eligible/Ineligible Expenditures

A. County Uses for OSP and CP:

- Funds must be used to supplement, not supplant, other funding available from existing local, state, or federal programs or grants with similar purposes (i.e., existing funds used to support the prioritized population).
- County administrative costs must be minimized, not to exceed 10 percent.
- The remaining funds outside of administrative costs are to be distributed to the eligible and selected licensed adult and senior care facilities.

B. Eligible OSP Facility Costs:

Operating costs are associated with the day-to-day physical operation of the qualified setting. The OSP is intended to help facilities cover facility operating deficits. These settings often have costs that exceed the revenue totals each month when they are caring for individuals applying for or receiving SSI/SSP or CAPI. Funds must be used to supplement, not supplant, any existing funds used to support the prioritized population.

Eligible uses of OSP funds may include the following:

- Utilities, including heating, water, sewer, telephone, broadband and internet, and common area utilities
- Maintenance and repairs, including supplies, trash removal, snow removal, pest control, grounds upkeep and landscaping, and painting
- Staff and payroll costs required to sufficiently operate the licensed facility, including administrative, maintenance, and security staff/payrolls; staffing costs must be attributed to the facility as a whole and not in direct service or support of any single individual
- Marketing and leasing, including advertising, credit investigations, and leasing fees
- Taxes and insurance, including real estate taxes and property insurance
- Office supplies and expenses
- Accounting, such as tax filings, audits, and reporting to investors associated with the operation of the qualified facility
- Strategic planning and coordination with local health, social services, or homelessness systems of care to support sustainable long-term facility operations

Refer to [Section 101](#) for more information about how to determine a facility's OSP.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

C. Excluded OSP Facility Costs:

Expenses that are not eligible to be covered by the OSP funds include the following:

- Expenses unrelated to operational costs
- Sponsor distributions
- Expenses or fees related to change in ownership, limited partner buyout, substitution, or assignment of ownership interest
- Expenses or fees related to tort or contract liability

D. Eligible CP Facility Costs:

CP funds can be applied to physical repairs and upgrades on an approved facility's property, inside or outside the facility, within its property line. Funds must be used to supplement, not supplant, any existing funds used to support the prioritized population.

Examples of common allowable costs could include but are not limited to the following:

- Weather stripping repair
- Outdoor activity space upgrades
- Perimeter fencing
- Delayed egress
- Repairs to holes in walls
- Signal system upgrade (e.g., egress and ingress systems, signals/alarms on doors, integration to personal emergency responses systems)
- Elevator repairs
- Water damage repairs
- Appliance upgrades
- Furniture upgrades
- Locked storage area upgrades
- Fire protection upgrades
- Fire alarm systems upgrades
- Employee accommodations upgrades (e.g., break rooms)
- First aid supply upgrades
- Windows and screens repair and upgrades
- Carpet and flooring upgrades
- Interior paint upgrades
- Roof repairs or replacement
- ADA upgrades and other upgrades to improve mobility and accessibility
- HVAC repairs

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

- Repairs or upgrades to bedrooms, bathrooms and showers, common areas, kitchens (note: repairs or upgrades may not increase square footage of the facility)
- Seismic upgrades to applicable facility types with two stories or more
- Solar panel purchasing, installation, and other upgrades that will reduce long-term operating costs
- Other sustainable/green or energy-efficient building upgrades

Capital projects may include physical repairs or upgrades that will prevent the facility from closure and place the facility back in good standing with CCLD, when applicable.

E. Excluded CP Facility Costs:

Expenses that are not eligible to be covered by the CP funds include the following:

- Foundations for leased properties
- Projects that would expand or create a new usable space that would increase the square footage of the facility (see the CCE Capital Expansion RFA on the [Improving California's Infrastructure website](#))
- Provision of services
- Operating costs (facilities should apply for OSP funds if they have operating cost needs)

Section 206 – County Allocations

The following table lists the one-time allocation amounts available for all counties with current licensed facilities serving qualified residents according to CCLD.

Director’s Certification to accept the base allocation must be submitted in the web portal by July 15, 2022. Counties should review [Section II](#) for instructions on how to accept funds.

County	OSP Allocation	CP Allocation
Alameda	\$1,519,607	\$4,136,116
Alpine	-	-
Amador	\$200,000	\$200,000
Butte*	-	-
Calaveras	\$200,000	\$ 200,000
Colusa	-	-
Contra Costa	\$1,189,741	\$3,238,276
Del Norte	-	-

County	OSP Allocation	CP Allocation
Placer	\$200,000	\$534,669
Plumas	-	-
Riverside	\$1,779,052	\$4,842,283
Sacramento	\$2,416,546	\$6,577,434
San Benito*	-	-
San Bernardino	\$2,787,182	\$7,586,243
San Diego	\$3,346,842	\$9,109,544
San Francisco	\$1,497,369	\$4,075,588

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

County	OSP Allocation	CP Allocation
El Dorado	\$200,000	\$200,000
Fresno	\$1,100,789	\$2,996,162
Glenn	\$200,000	\$200,000
Humboldt	\$200,000	\$200,000
Imperial	\$200,000	\$413,612
Inyo*	-	-
Kern	\$830,224	\$2,259,732
Kings	\$200,000	\$200,000
Lake	\$200,000	\$200,000
Lassen	\$200,000	\$200,000
Los Angeles	\$19,654,821	\$53,497,135
Madera	\$200,000	\$242,114
Marin	\$218,675	\$595,197
Mariposa	-	-
Mendocino	\$200,000	\$200,000
Merced	\$200,000	\$232,026
Modoc	-	-
Mono	-	-
Monterey	\$644,906	\$1,755,327
Napa	\$200,000	\$200,000
Nevada	\$200,000	\$200,000
Orange	\$4,636,655	\$12,620,199

County	OSP Allocation	CP Allocation
San Joaquin	\$1,337,996	\$3,641,800
San Luis Obispo	\$200,000	\$373,259
San Mateo	\$819,105	\$2,229,468
Santa Barbara	\$263,151	\$716,254
Santa Clara	\$1,619,679	\$4,408,495
Santa Cruz	\$478,120	\$1,301,363
Shasta	\$200,000	\$373,259
Sierra	-	-
Siskiyou	\$200,000	\$200,000
Solano	\$574,486	\$1,563,654
Sonoma	\$340,985	\$928,104
Stanislaus	\$1,515,901	\$4,126,028
Sutter	\$544,835	\$1,482,949
Tehama	\$218,675	\$595,197
Trinity	\$200,000	\$200,000
Tulare	\$448,469	\$1,220,659
Tuolumne	\$200,000	\$200,000
Ventura	\$563,367	\$1,533,389
Yolo	\$200,000	\$282,466
Yuba	\$200,000	\$200,000
TOTAL	\$54,747,179	\$142,488,003

*Counties marked with an asterisk have licensed facilities, but the allocation methodology used did not match the licensed facilities (not vended by regional centers) with any recipients or applicants of SSI/SSP or CAPI. If the county is aware of eligible adult and senior care facilities not funded by regional centers that are currently serving recipients or applicants of SSI/SSP or CAPI, a base allocation of \$200,000 may be requested by contacting cce.preservation@ahpnet.com by July 15, 2022.

Note: CDSS is in the process of developing guidelines and funding available for tribes, which will be outlined in a separate correspondence.

Article III – County Program Implementation Requirements

Section 301 – County Implementation Plan

Counties accepting OSP and CP will be responsible for the administration, dissemination, and monitoring of the CP and OSP grant funds. Counties may select a third-party administrator to facilitate and manage the disbursement of funds. Counties accepting funds are required to submit an Implementation Plan describing how they will

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

operationalize the CCE Preservation Funds. An initial or draft Implementation Plan is due by October 15, 2022. Counties may submit amended or final Implementation Plans, including approvals by County Board of Supervisors (if required by the county's funding approval processes), no later than January 15, 2023.

The Implementation Plan shall include, but is not limited to, the county's plan to

- Design and implement an application process and/or allocation methodology for OSP and/or CP funds, as applicable;
- Incorporate prioritization criteria into fund distribution process; and
- Monitor use of funds and outcomes in accordance with the guidelines outlined in this section.

AHP will review Implementation Plans as they are received to confirm they are complete and consistent with state guidelines. If needed, AHP will request a consultation with the county to solicit additional information or request edits to the Implementation Plan to be consistent with state guidelines outlined in this letter.

It is important that the county strategy for design and review of eligible CCE Preservation Fund projects is co-designed with persons with lived experience consistent with the county's identified priority populations, which may include, but are not limited to, persons with lived experience of homelessness, behavioral health and/or substance use disorders; people with disabilities; and with other marginalized communities including Black, Indigenous, and people of color (BIPOC) at risk of or experiencing homelessness. County agencies should rely on local data to account for racial inequities and disparities experienced by persons experiencing homelessness in the application evaluation process. Early engagement of key stakeholders with lived experience is essential for establishing equity as the foundation for these settings.

Counties must budget the program appropriately to ensure facilities with the greatest risk of closing and serving the highest proportion of qualified individuals have access to the CCE Preservation Program OSP and CP funds. Counties must minimize administrative costs while maximizing OSP and CP funds to facilities.

Section 302 – Fund Disbursement

The fund disbursement process for counties is outlined below. For the purposes of this section (Section 302 – Fund Disbursement), “subgrantee” refers to the facility (e.g., ARF, RCFE) receiving CP or OSP funds from a county grantee. Additional details will be included in the Standard Agreement issued by AHP upon county acceptance of funds. Please also see [Addendum A](#) for examples of various scenarios for CP fund disbursement.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

A. Disbursement of OSP Funds to Selected Facilities:

Counties shall follow established county procurement, invoicing, and reimbursement processes and execute formal agreements or contracts with the approved subgrantees to govern the use of the Preservation OSP funds. A Funding and Disbursement Agreement (FDA) is one example of the kind of document that could be issued by counties in this context. Agreements must be executed between the county department providing the funds and the approved facility receiving funds. Execution of the grant agreement award shall not automatically trigger a disbursement of funds.

County agreements with subgrantees should, at minimum, delineate the following:

- The subgrantee's reporting responsibilities, including key metrics and data (see [Section 401](#))
- The uses of OSP funds.
- The conditions under which OSP funds may be accessed.
- The procedures and approvals needed for accessing OSP funds.
- Per [WIC section 18999.97\(f\)](#), a requirement that the facility be deed restricted to provide licensed adult and senior residential care for at least the length of time the county will provide OSP.
- Any conditions that would cause repayment of funds or cancellation of future budgeted funds.
- A requirement that facilities in receipt of CCE Preservation Program grant funds provide their annual audit within 90 days of the end of their fiscal year, if applicable. If a subgrantee meets the threshold for a federal single audit, a copy of the most recent single audit must be provided. Note: any entity expending \$750,000 or more of federal funds in a fiscal year is required to have an annual single audit per the federal Super Circular Uniform Guidance ([45 CFR Part 75](#)).
- Required reporting, including reporting any material events such as change of key staff, lawsuit filed against the organization, etc. within 30 days of said event occurring.
- A requirement that subgrantees indemnify the county against any claims, suits, etc. that could be made against the entity.

As part of the OSP contract, a system should be established to manage the disbursement of funds. Counties can work with subgrantees to determine frequency and timing of disbursements as long as it is documented in the contract; however, counties are responsible for ensuring that subgrantees continue to meet the program requirements as outlined in this NOFA.

More specific details about contractual pass-through requirements for counties will be outlined in the Standard Agreement upon contract execution with AHP. Detailed

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

information about disbursement and contract management with subgrantees in receipt of CCE OSP funds is also available through tailored TA upon request. To request TA, contact cce.preservation@ahpnet.com.

B. Disbursement of CP Funds to Selected Facilities:

Counties shall follow established county procurement, invoicing, and reimbursement processes, consistent with [State Fiscal Recovery Fund](#) (SFRF) requirements, and execute formal agreements or contracts with the approved facilities to govern the use of the CCE CP funds. Award and disbursement of CP funds requires an executed agreement between the county and subgrantee. Execution of the grant agreement award shall not automatically trigger a disbursement of funds.

County subgrantee agreements should, at minimum, delineate the following:

- The subgrantee's reporting responsibilities, including key metrics and data.
- Potential for requests of information from CDSS and AHP for ad hoc reports, or other required documentation such as eligibility of qualified residents.
- The uses of CP funds.
- The conditions under which CP funds may be accessed.
- The procedures and approvals needed for accessing CP funds, including details on the disbursement and construction draw approvals process.
- The requirements of an open- or closed-bid process.
- Any conditions that would cause repayment of funds or cancellation of future budgeted funds.
- A requirement that facilities in receipt of CCE Preservation Program grant funds provide their annual audit within 90 days of the end of their fiscal year, if applicable. If a subgrantee meets the threshold for a federal single audit, a copy of the most recent single audit must be provided. Note: any entity expending \$750,000 or more of federal funds in a fiscal year is required to have an annual single audit per the federal Super Circular Uniform Guidance ([45 CFR Part 75](#)).
- Required reporting, including reporting any material events such as change of key staff, lawsuit filed against the organization, etc. within 30 days of said event occurring.
- A requirement that subgrantees indemnify the county against any claims, suits, etc. that could be made against the entity.
- If applicable, the requirement of a deed restriction to provide licensed residential care for a period of time designated by the county.

Counties shall follow their standard disbursement and construction draw processes while ensuring all of the following components required by state and federal regulations, including SFRF requirements, are included in those processes:

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

- Qualification statements from construction professionals that have been reviewed and approved
- Final plan and cost review that has been approved
- Final, stamped plans and specifications
- Final executed contract and project budget (schedule of values)
- Project scope and timeline
- All final permits
- [Prevailing wage](#) attestation
- Payment and performance bond or executed letter of credit

More specific details about contractual pass-through requirements for counties will be outlined in the Standard Agreement upon contract execution with AHP. Detailed information about disbursement and contract management with facilities in receipt of CCE Preservation Program funds is also available through tailored TA upon request. To request TA, contact AHP at cce.preservation@ahpnet.com.

C. Management of CP Funds with Selected Subgrantees:

Counties accepting CP funds will be required to outline how they will manage the funds via the Implementation Plan. Counties are strongly encouraged to reach out to cce.preservation@ahpnet.com if they require TA in implementing the management of CP funds with selected subgrantees.

Counties will be required to describe their intended CP fund management processes in their Implementation Plan, subject to review and approval by AHP. The description must include how the county or third-party administrator will manage the CP application and fund disbursement process. It must also describe circumstances as to when the subgrantee (i.e., facility) would be allowed to manage the construction/rehabilitation project independent of direct oversight from the county or third-party administrator. The county should carefully consider this option to determine when it is appropriate to allow a facility to manage the construction project directly. The county shall only allow this option when the county can ensure that the entity awarded is capable of sufficiently managing the construction process oversight from start to completion. Considerations of a subgrantee's ability to sufficiently manage the process may include the cost of the project, the complexity of the project, or the subgrantee's previous development management experience. Counties considering this option should weigh the risks of individual subgrantee management on a case-by-case basis.

Regardless of how the county decides to manage the funds, the county has ultimate responsibility for compliance with the funding instructions attached to this NOFA.

Community Care Expansion Preservation Program Operating Subsidy Payment and Capital Projects Notice of Funding Availability

Counties will be required to include the following details about CP fund management in their Implementation Plan, subject to review and approval by AHP:

- Attestation of the county's capacity and ability to manage the CP application process for construction as part of their Implementation Plan. The county should include detailed administrative plans for project management tasks such as developing and managing a scope of work, general contractor engagement, construction project management, close out, and regular project status reporting. If the county chooses to contract administration of this program to a third-party entity, this must be indicated in the Implementation Plan and accompanied by the agreement or contract that outlines oversight plans and expectations.
- Assessment of subgrantee financial feasibility and adherence to program requirements to ensure subgrantees have sufficient staff capacity and financial resources (i.e., working capital/liquidity) to manage the facility during and after construction.
- Clarification of the process, documentation, and approval requirements that will trigger the fund disbursement for approved CP projects.
- Review of the subgrantee's plan to relocate residents (if needed) to maintain levels of care during the capital preservation project period.
- Identification of necessary metrics and dedicated staff for proper monitoring of the CP fund disbursements.
- Development and management of the CP draw process for construction, which includes
 - Verifying all contractors and subcontractors are meeting prevailing wage standards for a public works project and
 - Identifying a process to track change orders.
- Management of post-construction compliance, financial accountability, reporting, and documentation per the requirements of CCE Preservation funding
- Monitoring of subgrantee projects during the 5-year compliance period
- Management and retention of all project, monitoring, and reporting documentation for the required archival period.

To further mitigate construction risks, it is recommended general contractors registered with the California Department of Industrial Relations (DIR) provide the following documents to counties:

- **Payment & Performance (P&P) Bond:** A P&P bond is required for all construction projects of \$1,000,000 or more. The bond must be issued by a rated company, for both payment and performance, as Dual Obligee with the county or its designee as additionally insured. Any exception to this must be stated within the grant agreement and be approved by the State.
- **Letter(s) of Credit:** In the event a project is small, or the risk is determined to be low, an irrevocable letter of credit may be accepted in lieu of a P&P bond.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

- **Certification of Compliance:** General contractors must submit a certification of compliance to the awarding county department certifying that the construction contractor shall comply with California’s prevailing wage and working hours laws (including posting job notices, as required by [Labor Code section 1720](#)). From time to time, additional documents that are not stated here may be required, depending on the unique risks of the transaction.
- **Prevailing Wage Attestation:** Contractors provide this to the administering oversight body as part of the contract execution process, certifying compliance with California’s prevailing wage and working hours laws and all applicable federal prevailing wage laws.

Additional documents that are not stated here may be required depending on the unique risks of the transaction.

Section 303 – Preservation Capital Projects Funding Match

Counties are required to match at least 10 percent of the CP funds accepted and awarded to them. Match may be provided by the county or contributed in whole or in part by the subgrantee awarded CP funds. However, counties are responsible for ensuring that the 10 percent match is met. For example, a county awarding a project that will cost \$50,000 could contribute \$5,000 in county American Rescue Plan Act (ARPA) funds to the project or require that the applicable subgrantee contribute \$5,000 in cash to the project.

Note: Match is not required for OSP funds.

Counties will describe their proposal for matching CP funds in the Implementation Plan, including identifying whether the county will provide the match itself or whether all or a portion of the match will be contributed by facilities awarded CP funds. Counties will also be required to certify that match requirements will be met and include any match sources committed to this contract in the Standard Agreement executed with AHP. If facilities will be required to contribute any part of the match, this must also be outlined in the Standard Agreement with the county.

Match in the form of cash and in-kind contributions, including the real costs previously incurred by a project, will be allowed. All “in-kind” amounts must be well documented and notarized. CDSS must approve all match sources that are not described below.

Cash match may come from

- [ARPA](#) funds granted to counties and cities,
- Local funding,
- [Mental Health Services Act](#) funds in the 3-year plan (considered “other local”),

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

- Foundation/philanthropic support,
- Loans or investments,
- Cash on hand, and
- Incentive payments from managed care plans

“In-kind” match may be in the form of

- Sunk costs directly related to a development project, or costs directly related to a development project that have already been incurred and cannot be recovered, with documentation of paid invoices for professional services related to pre-development of the specific grant application, as approved on a case-by-case basis by CDSS. Any match claimed under sunk cost must supplement, not supplant, other fund sources.
- Donations of professional design-build services, materials directly related to the development project.

Services to clients will not be allowed as match. State general funds may not be used as match.

Section 304 – Service Use Terms

For the purpose of this section, “service use terms” means a deed restriction on the title of the property, safeguarding the property for purposes consistent with the grant for the duration of the contract performance period. A deed restriction must be recorded on the title to the property before the county can approve any OSP payments. As such, facility operators that are leasing the property must obtain the owner’s consent for the deed restriction. The county, at their discretion, may also require that a deed restriction be recorded on the title to the property before approving CP projects. However, deed restrictions are required by statute for only those facilities in receipt of OSP funds.

Article IV – Preservation Program Requirements

Section 401 – Data Collection and Reporting

A. Data Reports:

Counties will be required to report on items related to use of funds and number of beds preserved. Examples of OSP and CP data collection items may include, but are not limited to, the following:

- The number of facilities requesting OSP or CP reimbursement and amount of funds requested
- The number of facilities receiving funds and amount of funds awarded

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

- The number of retained residents who are receiving or applying for SSI/SSP or CAPI benefits
- The total number of residents, the number of current [qualified residents](#), and any new qualified residents who move into the facility
- A brief description of how the CP or OSP funds were used to benefit the [qualified residents](#) and [prioritized population](#)

B. The HUB – Data Reporting System:

The HUB is a data portal that will be made available to all counties, through AHP, for the purpose of reporting data and meeting programmatic as well as federal fiscal reporting requirements. Each county will then provide subgrantee facilities with a separate secure portal for uploading and providing all required monitoring information. The site will also provide business-hour access to liaison staff who can answer questions related to the completion of required forms.

C. American Rescue Plan Act (ARPA) Data Reporting Requirements:

Counties will be required to follow the [U.S. Treasury Department rules on ARPA uses, data collection, and reporting requirements](#). CDSS reports expenditures and outcomes on behalf of grantees, and requested information included in the reporting is subject to change.

Section 402 – Monitoring and Program Oversight

As recipients of state and federal funding from pass-through entities (CDSS and AHP), counties are responsible for compliance with federal and state regulations attached to the funding accepted, including fund administration, fiscal and project management, reporting, and compliance monitoring.

Each participating county department will be responsible for managing the day-to-day operations of its CCE Preservation Funds program, including establishing methods, processes, and procedures to determine best practices for the efficient delivery of CCE Preservation Funds. Counties will likewise be expected to ensure that these funds are used in accordance with program requirements and written agreements and to take appropriate action, should any performance problems arise. County procedures must include a corrective action plan for assessing risk of activities and projects and for monitoring facilities to ensure that the requirements in this section are met.

Each county must, insofar as is feasible, distribute CCE funds geographically within its boundaries, according to the priorities of needs identified by the county analysis of facilities at highest risk for closure serving qualified residents.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

The county shall be subject to monitoring by CDSS, its contractor AHP, and/or its community development financial institution (CDFI) subcontractor for compliance with the provisions of this NOFA and the executed contract. Such monitoring activities may include, but are not limited to, inspection of the county's grantees' and/or subgrantees' services, procedures, books, and records, as CDSS or AHP deems appropriate. CDSS or AHP may conduct monitoring activities at any time during the county's contractors' and/or subcontractors' normal business hours. CDSS may conduct a review of the county's contractors' and/or subcontractors' records to determine if any of the claimed expenditures were an improper use of grant funds.

Article V – Authorizing and Applicable Law

Authorizing law for CCE Preservation OSP and CP: [Assembly Bill \(AB\) 172 \(Chapter 696, Statutes of 2021\)](#)

Section 501 – Federal and State Program Requirements

A. ARPA:

Counties will be required to follow the [Treasury rules on ARPA uses, data collection, and reporting requirements](#).

B. Reporting Requirements:

Reporting requirements will include quarterly reports and a final report, along with an annual CCE Preservation Program and Expenditure Report. The annual report will be due no later than January 31, for the prior calendar year of January 1 to December 31. The reports and data entered in the HUB data portal shall be in such form and contain such information as required by CDSS, as appropriate, in its sole and absolute discretion.

These requirements will be fully detailed upon award. In addition to the foregoing, each county shall submit to CDSS or AHP such periodic reports, updates, and information as deemed necessary by CDSS to monitor compliance and/or perform program evaluation. Any requested data or information shall be submitted electronically in a format provided by CDSS or its administrative entity, AHP. Additional reporting requirements may be required by CDSS for up to the applicable service use terms after completion of project construction.

C. Prevailing Wage:

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

All “projects” that receive preservation capital funds over \$1,000 must utilize Prevailing Wage Rates as defined by the [Prevailing Wage Law \(Labor Code section 1720, et seq.\)](#). It is the contractor’s responsibility to abide by the apprenticeship requirements and reporting under that law. Projects are subject to compliance monitoring and enforcement by DIR. County departments will be required to submit a Certification of Compliance to AHP as part of the contract execution process, certifying that the county shall comply with all applicable local, state, and federal prevailing wage and working hours laws. The Certification of Compliance will also state that the county shall maintain its labor records in compliance with all applicable local, state, and federal laws, and shall make all labor records available to DIR and any other applicable enforcement agencies upon request.

D. Local Building Codes:

All preservation and construction projects must meet state or local residential and building codes, as applicable, or, in the absence of a state or local building code, the International Residential Code or International Building Code (as applicable to the type of housing) of the International Code Council. The housing must meet the applicable requirements upon project completion.

E. Reasonable Costs:

Consistent with county procurement processes, each county shall ensure there is a systematic process in place for determining and confirming “reasonable costs” within and throughout each project, as well as a systematic check-and-balance method for distributing funds to facilities.

F. Land Use Exemption:

Any project that receives CCE Preservation Program funds shall be deemed consistent and in conformity with any applicable local plan, standard, or requirement, and any applicable coastal plan, local or otherwise, and allowed as a permitted use, within the zone in which the structure is located, and shall **not** be subject to a conditional use permit, discretionary permit, or to any other discretionary reviews or approvals, and shall be deemed a ministerial action under the California Environmental Quality Act (CEQA) ([Public Resources Code section 21080](#)) and under [section 15268 of Title 14 of the California Code of Regulations \(WIC section 18999.97\(l\)\)](#); see also [CEQA Guidelines](#)).

G. Low-Rent Housing Project Exemption:

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

In accordance with [WIC sections 5960.35\(b\)\(1\)](#) and [18999.98](#), a project funded with a CCE grant shall not be considered a “low-rent housing project,” as defined in [Section 1 of Article XXXIV of the California Constitution](#), if the project meets any one of the following criteria:

- The project is privately owned housing, receiving no ad valorem property tax exemption, other than exemptions granted pursuant to [subdivision \(f\) or \(g\) of section 214 of the Revenue and Taxation Code](#), not fully reimbursed to all taxing entities, and not more than 49 percent of the dwellings, apartments, or other living accommodations of the project may be occupied by persons of low income.
- The project is privately owned housing, is not exempt from ad valorem taxation by reason of any public ownership, and is not financed with direct long-term financing from a public body.
- The project is intended for owner-occupancy, which may include a limited-equity housing cooperative as defined in section [50076.5 of the Health and Safety Code](#), or cooperative or condominium ownership, rather than for rental-occupancy.
- The project consists of newly constructed, privately owned, one-to-four-family dwellings not located on adjoining sites.
- The project consists of existing dwelling units leased by the state public body from the private owner of these dwelling units.
- The project consists of the rehabilitation, reconstruction, improvement, or addition to, or replacement of, dwelling units of a previously existing low-rent housing project, or a project previously or currently occupied by lower-income households, as defined in section [50079.5 of the Health and Safety Code](#).
- The project consists of the acquisition, rehabilitation, reconstruction, improvement, or any combination thereof, of a project which, prior to the date of the transaction to acquire, rehabilitate, reconstruct, improve, or any combination thereof, was subject to a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households and maintains, or enters into a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households.

If a project funded with a CCE grant is a “low-income housing project” as defined by [Section 1 of Article XXXIV of the California Constitution](#) but does not meet any of the criteria listed above, then the applicant shall comply with the requirements set forth in that section of the California Constitution.

H. State and Federal Relocation Assistance:

As applicable, all projects must comply with federal and state laws pertaining to relocation assistance and protections that must be provided to people who move as a

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

result of government-funded projects ([California Government Code \(GOV\) sections 7260-7277](#); [42 U.S.C. section 4601](#) et seq.).

Section 502 – Collaboration, Racial Equity, and Fair Housing

A. Collaboration:

Counties are strongly encouraged to collaborate with other partners, such as local behavioral health and emergency response systems, local Medi-Cal managed care plans, legal aid organizations, and other relevant networks, to maximize available funding to preserve residential facilities, increase referrals, coordinate care, and maximize resources and available supportive services. Information on these collaborations will be requested in future program updates. Counties may not supplant the CCE Preservation Funds with any other funding sources such as the Assisted Living Waiver program or other service use funding provided by the county or other programs.

B. Racial Equity:

It is important that the county department address racial disparities in program design, development, and implementation. It is vital to have early engagement with stakeholders with lived experience of homelessness or mental and/or substance use disorders, people with disabilities, and with other marginalized communities including BIPOC at risk of or experiencing homelessness. County departments should rely on local data to account for racial inequities and disparities experienced by persons experiencing homelessness in the application evaluation process and/or allocation methodology.

C. Fair Housing:

Additionally, per [Government Code section 8899.50](#), each county must also operate its CCE program in a manner that affirmatively furthers fair housing. This means that CCE must be operated in a way that takes “meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.”

Counties should review the reports and resources below for examples of how housing and homelessness programs have incorporated racial equity into programming. Counties are encouraged to seek meaningful input and participation from current and former SSI/SSP or CAPI recipients or applicants, including individuals of color, that go beyond identifying disparities to identify causes of such disparities from individuals with lived experience. Additionally, CDSS or AHP will provide TA opportunities to help counties address racial equity within the CCE program.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

Reports

- [Racial Inequalities in Homelessness, by the Numbers](#)
- [Supporting Partnerships for Anti-Racist Communities \(SPARC\) Phase One Study Findings](#)
- [A Brief Timeline of Race and Homelessness in America](#)
- [Report and Recommendations of the Ad Hoc Committee on Black People Experiencing Homelessness](#)

Resources

- [Equity-Based Decision-Making Framework](#)
- [Framework for an Equitable COVID-19 Homelessness Response](#)
- [Advancing Racial Equity through Assessments and Prioritization \(HUD\)](#)
- California Department of Housing and Community Development's [Guidance on Affirmatively Furthering Fair Housing](#)
- [California Business, Consumer Services and Housing Agency's Homeless Data Integration System](#)

Key Definitions

Qualified resident: For the purpose of this NOFA, per the state statute, applicants or recipients of the Supplemental Security Income/State Supplementary Payment (SSI/SSP) pursuant to Subchapter 16 (commencing with Section 1381) of Chapter 7 of Title 42 of the United States Code and Welfare and Institutions Code (WIC) section 12000 et seq., and applicants or recipients the Cash Assistance Program for Immigrants (CAPI) pursuant to WIC section 18937 et seq., who need the care and supervision that is provided by the licensed facility that receives the grant. "Qualified resident" shall not include SSI/SSP or CAPI applicants or recipients who are receiving services through a regional center.

Prioritized population: Qualified residents who are experiencing, or at risk of experiencing, homelessness.

Adult Residential Facility (ARF): "ARF" has the same meaning as in Title 22 of the California Code of Regulations Section 80001: "any facility of any capacity that provides 24-hour-a-day nonmedical care and supervision to the following: (A) persons 18 years of age through 59 years of age; and (B) persons 60 years of age and older only in accordance with Section 85068.4."

Residential Care Facility for the Elderly (RCFE): "RCFE" has the same meaning as in Title 22 of the California Code of Regulations Section 87101: "a housing arrangement

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

chosen voluntarily by the resident, the resident's guardian, conservator or other responsible person; where 75 percent of the residents are sixty years of age or older and where varying levels of care and supervision are provided, as agreed to at time of admission or as determined necessary at subsequent times of reappraisal. Any younger residents must have needs compatible with other residents."

Residential Care Facility for the Chronically III (RCFCI): "RCFCI" has the same meaning as in Title 22 of the California Code of Regulations Section 87801: "any place, building, or housing arrangement which is maintained and operated to provide care and supervision to all or any of the following: (A) Adults with HIV disease or AIDS, (B) Emancipated minors with HIV disease or AIDS, or (C) Family units as defined in Section 87801(f)(1) with adults or children or both with HIV disease or AIDS."

California Prevailing Wage: The director of the Department of Industrial Relations (DIR) determines the general prevailing rate of per diem wages in accordance with the standards set forth in Labor Code section 1773. (Labor Code section 1770). Except for "public works," "projects" of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. (Labor Code section 1771). Prevailing wage is applicable only to work performed under contract, including contracts let for maintenance work, and is not applicable to work carried out by a public agency with its own forces.

Capitalized Operating Subsidy Reserve (COSR [for OSP]): Capitalized operating subsidy reserve means an interest-bearing account maintained by the qualified grantee, the residential adult or senior care facility, or a third-party entity created to cover potential or projected operating deficits on a facility that is deed restricted to provide licensed residential care for at least the term of the reserve. The department shall develop guidelines on the qualified grantees' use of COSRs to ensure safeguards for those reserves, based on use in other state programs.

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

Acronyms

AHP	Advocates for Human Potential, Inc. – CDSS’s third-party contractor
ARF	Adult Residential Facility
ARPA	American Rescue Plan Act
CAPI	Cash Assistance Program for Immigrants
CCE	Community Care Expansion
CCLD	Community Care Licensing Division
CDFI	Community Development Financial Institution
CDSS	California Department of Social Services
CEQA	California Environmental Quality Act
CP	Capital Projects
FDA	Funding and Disbursement Agreement
OSP	Operating Subsidy Payments
RCFCI	Residential Care Facility for the Chronically Ill
RCFE	Residential Care Facility for the Elderly
SFRF	State Fiscal Recovery Fund
SSI/SSP	Supplemental Security Income/State Supplementary Payment

Addendum A

Examples of CCE CP Fund Disbursement Procedures

Counties shall follow established county procurement, invoicing, and reimbursement processes, consistent with [SFRF](#) requirements, and execute formal agreements or contracts with the approved subgrantees to govern the use of the CCE CP funds.

The program management responsibility includes, but is not limited to, ensuring program compliance per the funding source, both for project delivery costs and within each awarded construction project; financial management, including management of the approved administrative budget and grant/loan budget, for each subgrantee by funding source; required data reporting and data retention, documentation, and recordkeeping per CDSS and federal specifications, both for the program and for each subgrantee; and the performance of the program according the county’s approved Implementation Plan, budget, and unit completion goals.

The following scenarios are offered as examples in the absence of an established county process. If TA is needed to establish fund disbursement procedures, please

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

request support in the AHP CCE Preservation Acceptance web portal, or by email at cce.preservation@ahpnet.com. For the purposes of this section, “subgrantee” refers to the facility or entity awarded CCE CP funds.

Scenario #1 – The county establishes the management of each project, including bidding and supporting the selection of contractors and disbursement of funds for rehabilitation/construction scopes of work. This also includes the direct management of funds and contracts with trades and construction firms completing the approved rehabilitation and reconstruction. In this scenario, the county would contract with trades on behalf of the subgrantee (the ARF or RCFE) and act as project manager to monitor the completion of the approved improvement/project.

In this scenario, the county operates in the role similar to that of a general contractor. If a county uses this approach, the county department or agency administering the program should have preexisting experience overseeing construction and development projects of a similar size and complexity as the proposed projects to be funded with CCE CP funds.

Note: It is recommended that the county leverage existing procurement and management systems that currently govern similar capital projects such as [HOME](#), the [Community Development Block Grant Program \(CDBG\)](#), or home improvement projects where the county is designating funds for a specific project with restricted use. AHP can provide TA upon request to assess and advise the applicability, scope, or feasibility of using the county’s existing systems for this project.

In this scenario, the county will work with the approved subgrantee (the ARF or RCFE) to 1) develop a scope of work, 2) select a licensed and certified general contractor through the county procurement process, and 3) manage the construction process. All construction and rehabilitation contracts will be made between the subgrantee (ARF or RCFE) and the general contractor, but the county will manage and disburse the funds upon successful completion of the work.

Under this scenario, the construction management and funds disbursement will follow these steps:

1. **Site inspection and drafting the scope of work:** Upon approval of allocated grant funds, the county will conduct an initial site inspection by a certified construction analyst. Based upon the inspection, the analyst will develop a detailed draft scope of work and review it with the subgrantee.
2. **Bidding and selecting a construction contractor:** Upon approval of this initial scope of work by the county and the subgrantee, the county will conduct a bid conference on site with the subgrantee and interested construction contractors. Within an acceptable period of time after the bid conference, contractors will

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

submit construction bids to the county. The county will meet with the subgrantee to have them select their preferred construction contractor.

3. **Finalizing scope of work:** Upon selection of the construction contractor, the scope will be finalized with the subgrantee, and an internal review and approval package will be developed by county staff. Through the CCE program, the subgrantee has been exempted from Environmental Review and an expedited internal approval process for these grantees should be developed in collaboration with other agencies, including the planning agency. *Note: In this scenario, funds are approved but not transferred or allocated directly to the approved subgrantee. This allows the county to mitigate risk involving the use of funds and ensure funds are being used in accordance with the program requirements.*
4. **Signing agreements:** When the above processes are complete, the subgrantee is contacted to sign key documents, including the subgrantee agreement and the construction contract.
5. **Getting started:** Approval of work begins, with county oversight. The contractor is then provided with a Notice to Proceed, and construction can begin. Variance between estimated construction cost at time of bidding and actual cost when work begins can be mitigated through close collaboration between the subgrantee and the county.

In the scenario described above, the county will be responsible for construction management, close out, reviewing the facility's plan for the relocation of residents to a commensurate level of care as necessary, warranty enforcement, and post-construction responsibilities. Where there are already established residents whose service needs may be impacted, the county will collaborate with the subgrantee to ensure disruptions to continuity of care are minimized.

The county will ultimately be responsible for processing all applications from the stage of submission through review, decision/approval, settlement, construction completion, and ongoing program administration.

Scenario #2 – The county contracts with a third party for full management of subgrantee awards

In this scenario, the contracted third party will be responsible for the steps outlined above. County agencies with limited capacity to manage the CCE award and monitoring requirements may want to consider contracting with a third-party organization experienced in developing or rehabilitating residential care facilities to manage the construction bidding, selection of contractors, development of the project scope of work, bidding and validation of eligible expenditures, and final reporting with documentation on use of funds and completion of intended and approved use. In this scenario, all construction bidding processes, direct 1:1 oversight of projects to completion, and

**Community Care Expansion Preservation Program
Operating Subsidy Payment and Capital Projects
Notice of Funding Availability**

management of the draw review process could be the responsibility of a third party. Subgrantee award agreements will be executed between the awarded subgrantee and the county and managed with the assistance of a third party.

Scenario #3 – Subgrantee manages awarded funds

In this scenario, the county has determined the awarded subgrantee has the capacity and ability to manage the capital preservation/rehabilitation project. Subgrantees with prior experience rehabilitating or managing tenant improvements can manage the funds either through their own staff or through a memorandum of understanding with an experienced real estate developer or construction manager.

This scenario requires oversight by the county to ensure the subgrantee can document their prior experience or capacity to manage these funds and bring projects to fruition. Attestation of the subgrantee's ability and capacity to manage prevailing wage oversight, provide regular accounting of the funds expended for eligible uses, understand approvals and permitting needed, obtain these approvals and permits, and report on key data points required by the CCE program is recommended. A system to collect and monitor, including onsite inspection, will support the county to manage the grant funds under this scenario.

Attachment E
AWARD LETTERS



April 7, 2023

Inyo County
Anna Scott, Assistant Director
Health and Human Services
1360 N. Main St.
Bishop, CA 93514

SUBJECT: Community Care Expansion (CCE) Preservation Program Fiscal Year (FY) 2022-23 Award Letter and Final Award Amount

Dear Assistant Director Anna Scott:

Thank you for your continued interest in the California Department of Social Services (CDSS) Community Care Expansion (CCE) Program.

The Director Certification submitted by your county indicated that your county could accept additional OSP funds and additional Capital Project (CP) funds, should they be available. The remaining program funds from the CCE Preservation FY 2021-22 for OSPs and CPs are now available to participating counties. CDSS is distributing these remaining funds consistent with the need-based methodology described in Section IV of the All County Welfare Directors Letter (ACWDL) dated December 14, 2022.

In addition to the FY 2022-23 augmentation outlined above, Inyo County is awarded **\$3,113** in additional CP funds from the remaining FY 2021-22 appropriation. These funds were also redistributed consistent with the need-based methodology described in Section IV of the All County Welfare Directors Letter (ACWDL) dated December 14, 2022.

In total, Inyo County is awarded the following allocation(s) to administer and implement the CCE Preservation Program:


- **\$203,113** for CP funds

Funds must be used to support CCE Preservation operations as described in the [Notice of Funding Availability \(NOFA\) dated June 10, 2022](#), and the [ACWDL dated December 14, 2022](#). Funds used for the purpose of OSPs must be obligated no later than June 30, 2027 and liquidated no later than June 30, 2029. Funds used for the purposes of CPs must be obligated no later than June 30, 2024 and liquidated no later than December 31, 2026.

Following the release of this award letter, Advocates for Human Potential, Inc. (AHP) will issue a Program Funding Agreement. The Program Funding Agreement will outline expectations and responsibilities related to acceptance of the award, including incorporation of funding terms and conditions outlined in the NOFA, ACWDL, and the signed Director's Certification. The CCE Preservation Program grant award is not final, and no funding will be disbursed, until a Program Funding Agreement has been fully executed, which occurs when the Program Funding Agreement is signed by authorized representatives for both Inyo County and AHP. Prior to that time, the CDSS and AHP have the right to conduct additional due diligence to ensure fulfillment of all programmatic and fiscal requirements, including but not limited to, eligibility and award amount. Any costs incurred outside the performance period of a fully executed Program Funding Agreement may not be reimbursed.

Please contact AHP at cce.preservation@ahpnet.com with any questions.

Sincerely,



JULIE MCQUITTY, Branch Manager
Program Policy and Quality Assurance Branch
Housing and Homelessness Division
California Department of Social Services

CC:

Melissa Best Baker
Lori Bengochia



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 12, 2023

Reference ID:
2023-4324

Contract between County of Mono and County of Inyo for Tri-Valley Groundwater Model

Water Department

ACTION REQUIRED

ITEM SUBMITTED BY

Holly Alpert, Water Director

ITEM PRESENTED BY

Holly Alpert, Water Director

RECOMMENDED ACTION:

A) Authorize a contract between Mono County and Inyo County in an amount not to exceed \$19,708.54 for the period July 1, 2023, to July 1, 2027, and B) authorize the Chairperson to sign the contract.

BACKGROUND / SUMMARY / JUSTIFICATION:

Mono County received a grant through the Inyo-Mono Integrated Regional Water Management Program to develop a groundwater model in the Tri-Valley. The goal of the project is to improve understanding of the groundwater resources and use in the region and apply that information to improve water management. Given the expertise and knowledge of the Inyo County Water Department's hydrology staff and its prior experience working in the Tri-Valley through the Owens Valley Groundwater Authority, Mono County has asked ICWD to manage the project and oversee the work of the modeling consultant, which will be hired by Mono County. ICWD staff would develop an RFP for the consultant, participate in consultant selection, oversee consultant's development of the model, provide local knowledge and insight, and interface with the Tri-Valley Groundwater Management District and Tri-Valley residents.

The term of the contract is July 1, 2023, to July 1, 2027. The project would begin in early 2024 and be complete in 12-18 months.

Payments to Inyo County for these services would total \$19,708.54 and would be received on a reimbursable basis from Mono County. This would be an increase in revenue for Budget Unit 024102, Object Code 4599 (Other Agencies). The current year budget would be updated at mid-year to show this year's revenue, and next year's budget would show remaining revenue as appropriate.

ICWD requests your Board's consideration of a contract between Mono County and Inyo County for provision of these services.

FISCAL IMPACT:

Funding Source	Grant Funded (Department of Water Resources through Mono County)	Budget Unit	024102
Budgeted?	No	Object Code	4599

Recurrence	One-time revenue	
Current Fiscal Year Impact		
Future Fiscal Year Impacts		
Additional Information		

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract, and no work would be undertaken by the Water Department on the project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Mono County - Inyo County Groundwater Model Contract

APPROVALS:

Holly Alpert	Created/Initiated - 11/27/2023
Darcy Ellis	Approved - 11/29/2023
John Vallejo	New -
Amy Shepherd	
Nate Greenberg	

**AGREEMENT BETWEEN COUNTY OF MONO
AND Inyo County Water Department
FOR THE PROVISION OF Project Management**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the services of Project Management of Inyo County Water Department (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

Services and work provided by Contractor at 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, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** Federal Contracting Provisions
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from July 1, 2023, to July 1, 2027, unless sooner terminated as provided below.

3. CONSIDERATION

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

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$20,000, not to exceed \$20,000 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (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 that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. 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. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

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 shall 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 that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, 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, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, 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 that 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 shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE

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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

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 separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

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

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the 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 the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the 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).
- (2) **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 the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **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.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the 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 the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The 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 County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by 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. 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. County reserves the right to obtain a copy of any policies and endorsements for verification.

- (7) **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 the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. 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 work.
- (9) **Verification of Coverage:** Contractor shall furnish the 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 Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. 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.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed 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 employees of County.

10. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, 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 County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone 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 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 and shall survive any termination or expiration of this Agreement.

11. RECORDS AND AUDIT

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

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

12. NONDISCRIMINATION

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

13. TERMINATION

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

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph shall not apply.

14. ASSIGNMENT

This is an agreement for the personal 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 moneys due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT

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

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a 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 22.

17. CONFIDENTIALITY

Contractor agrees to comply with 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 privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of County.

18. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

19. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) 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 County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to 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, then 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 into 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 terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 22.

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 order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, 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 any party during the term 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 or email (if included below) to the respective parties as follows:

County of Mono:
Community Development
PO Box 347
Brent Calloway
Mammoth Lakes, CA 93546
bcalloway@mono.ca.gov

Contractor:
Inyo County Water Department
Holly Alpert
PO Box 337
Independence, CA 93526
halpert@inyocounty.us

24. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures,

including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

25. 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 executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND Inyo County Water Department
FOR THE PROVISION OF [CLICK HERE TO ENTER TEXT SERVICES](#)**

TERM:

FROM: July 1, 2023 TO: July 1, 2027

SCOPE OF WORK:

See Attachment A1

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND Inyo County Water Department FOR
THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES**

TERM:

FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT

SCHEDULE OF FEES:

See Attachment A1

See Attachment B1, incorporated herein by this reference (optional).

Attachment A1

Inyo County Water Department

July 20, 2023

Scope of Work for ICWD involvement in Tri-Valley groundwater model project

Task 1. In conjunction with Mono County and the Tri-Valley Groundwater Management District, develop an RFP for a groundwater model consultant. This task will include meetings among ICWD, Mono County, and TVGMD to discuss consultant’s scope of work.

Budget:

Item	Units	Cost/Unit	Total Cost
Tim Moore	40 hours	\$76.51	\$3060.40
Holly Alpert	8 hours	\$90.96	\$727.68
Laura Piper	5 hours	\$75.66	\$378.30
Travel to meetings	300 miles	\$0.655/mile	\$196.50
		Subtotal	\$4362.88

Task 2. Circulate RFP, solicit proposals, review proposals, assist in interviewing candidates, provide consultant selection recommendation, and assist in developing consultant contract in consultation with Mono County and TVGMD.

Budget:

Item	Units	Cost/Unit	Total Cost
Tim Moore	20 hours	\$76.51	\$1530.20
Holly Alpert	8 hours	\$90.96	\$727.68
Laura Piper	8 hours	\$75.66	\$605.28
		Subtotal	\$2863.16

Task 3. Facilitate and oversee consultant’s model development, including assisting with data procurement, providing local knowledge, and reviewing products. Task may include travel to Tri-Valley to assist with dataset assembly.

Budget:

Item	Units	Cost/Unit	Total Cost
Tim Moore	50 hours	\$76.51	\$3825.50
Holly Alpert	10 hours	\$90.96	\$909.60
Laura Piper	10 hours	\$75.66	\$756.60
Travel to Tri-Valley	300 miles	\$0.655/mile	\$196.50
		Subtotal	\$5688.20

Task 4. Act as liaison between consultant and Mono County, TVGMD, and the public. This task will include attending TVGMD meetings to provide updates.

Budget:

Item	Units	Cost/Unit	Total Cost
Tim Moore	50 hours	\$76.51	\$3825.50
Holly Alpert	20 hours	\$90.96	\$1819.20
Laura Piper	10 hours	\$75.66	\$756.60
Travel to Tri-Valley	600 miles	\$0.655/mile	\$393.00
		Subtotal	\$6794.30

Grand Total: \$19,708.54



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 12, 2023

Reference ID:
2023-4325

Update to the Inyo County ADA Self Evaluation and Transition Plan Resolution

County Administrator - Risk Management

ACTION REQUIRED

ITEM SUBMITTED BY

Aaron Holmberg, Risk Manager

ITEM PRESENTED BY

Aaron Holmberg, Risk Manager

RECOMMENDED ACTION:

Approve Resolution No. 2023-40, titled, ("A Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving an Updated ADA Self-Evaluation and Transition Plan for Inyo County"), and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County is required by the Americans with Disabilities Act (ADA) to perform a self-evaluation of its programs and facilities and to prepare a transition plan describing any structural or physical barrier changes required to make programs accessible. As the Board may recall, the County has a County Facilities ADA Task Force comprised of the County ADA Coordinator as Chair, other pertinent County staff, and a representative of the Inyo Mono Association for the Handicapped (IMAH). The Task Force meets bi-monthly to discuss accessibility and ways of addressing accessibility issues (referred to as "ADA issues" by some for short) in facilities owned and/or controlled by the County, and the Task Force reviews the Plan annually. Over the years, with support from the Board, the Task Force has spearheaded numerous accessibility improvements to County facilities. The Task Force has also prepared an updated self-evaluation and transition plan ("Inyo ADA Transition Plan" for short), consistent with the County's commitment to ADA compliance, and the Task Force strongly recommends its approval by the Board. The last update of the transition plan occurred in April 2020, and the Task Force has identified improvements to the language in certain points of the document that make it easier to read and more aligned with the required standards.

The transition plan includes Appendix A, which is a continuously updated working ("live") spreadsheet that contains the current list of accessibility issues at facilities owned and/or controlled by the county. The Task Force uses this spreadsheet in its discussions. Because it is a live document, the version included here may be out of date by the time that this item comes before your Board. However, because Appendix A is part of the transition plan, the most current version (as of the time of publication of the agenda) is included here.

The ADA Coordinator would like to express his gratitude for the support of the Board and the efforts of the Public Works Department over the last five years. Many accessibility concerns have been removed from Appendix A in accordance with the strategy detailed in the Plan. These projects may have been small or large by cost, but the impact on just one person seeking services could be significant. The ADA

Coordinator has personally observed the County's commitment to all the communities served and has been touched by this commitment. Thank you.

FISCAL IMPACT:

Funding Source	500902-5199, 500903-5199, deferred maintenance, and others. See below.	Budget Unit	
Budgeted?		Object Code	
Recurrence			
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

Updating the Plan itself is not a budgetary item. Budgeting and advising on budgeting for accessibility improvements is a large part of what the Task Force does in compliance with the directives stated in the Plan.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to update the transition plan from the 2020 version, or your Board could modify the recommended update. Updating the plan as recommended is strongly advised over non-action or further modification in service to the mission and purpose of the Plan in light of the carefully identified language improvements and realignments suggested since 2020.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Administration including Risk Management and Budget, Public Works including Building & Safety and Building & Maintenance, and Health and Human Services - PIQA. We would also like to thank Adelina Rico from IMAH for her continued commitment to the Task Force and the community for which we serve.

ATTACHMENTS:

1. ADA Transition Plan Update/Resolution
2. ADA Self-Evaluation & Transition Plan

APPROVALS:

Grace Chuchla	Created/Initiated - 11/22/2023
Darcy Ellis	Approved - 11/27/2023
Aaron Holmberg	Approved - 11/27/2023
Michael Errante	Approved - 11/27/2023
Grace Chuchla	Approved - 11/28/2023
John Vallejo	Approved - 11/28/2023
Amy Shepherd	Approved - 11/28/2023
Nate Greenberg	New -

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING
AN UPDATED ADA SELF-EVALUATION AND TRANSITION PLAN
FOR INYO COUNTY

WHEREAS, the Americans with Disabilities Act (ADA) requires, among other things, that public entities perform a self-evaluation of their programs and facilities to identify problems or barriers that may limit accessibility by the disabled and potential compliance solutions, and that they prepare a transition plan to describe any structural or physical barrier changes required to make programs accessible; and

WHEREAS, the County has previously performed such self-evaluations and prepared and implemented plans to address ADA issues; and

WHEREAS, the County Facilities ADA Task Force meets regularly to discuss and address such issues and, with input from interested parties, has prepared an updated ADA self-evaluation and transition plan, attached hereto as an exhibit.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo, State of California, that the updated ADA Self-Evaluation and Transition Plan for Inyo County attached hereto is approved and shall supersede any previous County self-evaluations and transition plans.

PASSED AND ADOPTED by the Board of Supervisors, County of Inyo, State of California, this 12th day of December, 2023, by the following vote:

AYES:
NOES:
ABSENT:

Jennifer Roeser, Chairperson
INYO COUNTY BOARD OF SUPERVISORS

ATTEST: Nate Greenberg
Clerk of the Board

by: _____
Darcy Ellis, Assistant

County of Inyo
Americans with Disabilities (ADA)
Self-Evaluation & Transition Plan
“Inyo ADA Transition Plan”



Updated December 2023

Pending adoption by Inyo County Board of Supervisors

I. INTRODUCTION

The County of Inyo strives to be welcoming for all residents and visitors. As such, the County is committed to nondiscrimination on the basis of disability in all services, programs, activities, policies, and practices provided to the public in full compliance with Title II of the Americans with Disabilities Act or “ADA” (Title 28, Code of Federal Regulation, part 35), and the California Building Code (Title 24, California Code of Regulations, part 2).

Among other things, Title II of the ADA requires a public entity, such as Inyo County, to evaluate its services, programs, policies, and practices to determine whether they are in compliance with the nondiscrimination regulations of the ADA. A self-evaluation is required and intended to examine programs, services, and activities to identify problems or barriers that may limit accessibility by the disabled, and to describe solutions to barriers in programs, services, and activities. The entity must then proceed with the necessary changes resulting from the self-evaluation. The ADA also requires a transition plan to be prepared to describe any structural or physical barrier changes required to make programs accessible.

Furthermore, a public entity must operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. According to the Code of Federal Regulation, Title 28, Section 35.150, a public entity is not necessarily required to make each of its existing facilities accessible to and usable by individuals with disabilities. The regulation states that various means may be used to provide program accessibility, such as having the same activity at alternate sites. The same regulation exempts a public entity from taking an action that would threaten or destroy the historical significance of an historic property. The regulations are available at www.ada.gov.

Public involvement is strongly encouraged to assist the County of Inyo in achieving an inclusive environment for individuals with disabilities and to assure ADA compliance. The County Administrative Officer is ultimately in charge of ADA compliance. His office number in Independence is 760.878.0291. You may reach ADA Coordinator Aaron Holmberg at 760.872.2908 or risk@inyocounty.us.

This document was developed with significant involvement and work by key stakeholders. The County would especially like to thank the following for their support and contributions: the current and former members of the Inyo County Board of Supervisors, current and former County Administrative Officers, Inyo-Mono Association for the Handicapped, and all current and former members of the ADA Task Force.

Independent of this Inyo ADA Transition Plan (hereafter, “Transition Plan”), it is the policy of the County not to discriminate against qualified individuals with disabilities in regard to the following: recruiting procedures for job candidates; hiring and advancement decisions; terms, conditions, and privileges of employment; compensation; training opportunities; and disciplinary actions, demotions, and/or terminations. The County complies with all federal and state laws concerning

the employment of persons with disabilities and acts in accordance with regulations and guidance issued under the Americans with Disabilities Act (ADA) by the Equal Employment Opportunity Commission (EEOC); and the regulations issued under the California Fair Employment & Housing Act (FEHA) by the California Fair Employment & Housing Council, and FEHA enforcement guidance from the California Department of Fair Employment & Housing.

II. GOALS AND OBJECTIVES

This transition plan is regularly updated. It describes how the County intends to identify and address access and participation barriers to County facilities, services, resources, programs, and activities. The following goals and objectives are consistent with the intent of the ADA.

Overall Goals:

1. Ensure and promote program accessibility.
2. With respect to each building and facility, prioritize physical access solutions that may serve the greatest number of individuals with disabilities.
3. Ensure and promote access to County online programs, activities, and resources for individuals with sensory disabilities, including sight and hearing impairments.
4. With respect to each online or digital resource, prioritize development and access solutions that may serve the greatest number of individuals with disabilities.
5. Be flexible and accommodate emerging needs.
6. Promote Universal Design (equitable use, flexibility in use, simple and intuitive use, perceptible information, tolerance for error, low physical effort, and size/space for approach and use) in all project designs.
7. Strive for uniform level of physical access for the public within each building and facility correlated with capital improvement planning and budgeting, while ensuring program accessibility.
8. Coordinate and budget each project with other projects and with the County department that may benefit most.
9. Balance projects to remove architectural barriers with facility acquisition plans, as the quantity and quality of accessible features that can be provided in new facilities are greater than those created by alteration projects.

ADA Task Force Objectives

- A. Support and advise Inyo County Information Services regarding provision of ADA-compliant online resources at least annually.
- B. Support and advise departments regarding ADA improvement projects to undertake and prioritization of recommended and existing projects subject to emerging needs, funding, and new construction opportunities.
- C. Review progress by departments on their project schedules, and update Appendix A as necessary. It is the intent of the Task Force to support and advise, but not supervise or manage, the activities of those departments.
- D. Review the Transition Plan at least annually and report to the Board of Supervisors regarding any recommended Plan revisions (other than Appendix A).

III. SELF-EVALUATION

As a living and regularly updated document, this Transition Plan is marked by continuous improvement. It is subject to regular audit, review and periodic supplementation. Consultants, County staff, and others with specific expertise, as well as knowledgeable stakeholders, have spent considerable time and effort evaluating barriers and access to County programs, services, and activities since the early 1990s. As a public entity, funding and staffing challenges may periodically delay some progress and documentation; however, the Board of Supervisors empowers the ADA Task Force to help keep the County on track and progressing with the Transition Plan in accordance with the ongoing evaluation process and overall strategy.

IV. PRIORITIZATION & METHOD OF ABATEMENT

Staffing, legislative and regulatory amendments, and competing financial conditions can, at times, impact and limit the County's ability to remove barriers in the most expeditious manner. All other things being equal, solutions that benefit the greatest number of persons shall be expedited ahead of other solutions.

The County intends to comply with the current California Disabled Accessibility Guidebook (CalDAG) as well as the principles of Universal Design while following this sequence for barrier removal and facility replacements (examples provided do not represent a complete listing of the items to be addressed):

1. Public use and program service areas within each location
2. Employee-controlled public use or service areas within each location
3. Employee-only facilities, ancillary facilities, and amenities.

Within these categories, the intended prioritization order starts with (1) approach and entrance (such as structure access), then (2) access to goods and services (such as counter access), and then (3) access to toilet rooms, followed by (4) additional access to such things as drinking fountains and public telephones and fire alarms. Further additional access follows with other amenities, such as kitchens, lounge, and play areas.

V. ONGOING ASSESSMENT AND INVENTORY OF BARRIERS

Prioritization, project status, and general funding plans are inventoried and updated for each location in the attached Appendix A on a three-year cycle. The update process is comprehensive. The ADA Coordinator may keep records to track the process between updates. Abatement scheduling considers physical and personnel resources, capital planning, grants, private/public investments, and available revenues. The ADA Task Force is authorized and directed to update Appendix A.

As an example of its barrier-assessment process, the County contracted in 2015 with an independent consulting firm to assist in identifying County facilities and infrastructure with potential barriers to persons with disabilities within the jurisdiction of the County to resolve. The County's ADA Task Force has utilized and built upon that firm's work and other sources in

ongoing efforts to review and address County facilities to ensure program accessibility. The ADA Coordinator and the Senior Building Official walked the 2015 sites, and some additional sites in 2019 and 2020 in order to update the 2015 report and to create Appendix A to better assist the Ada Task Force in its mission. Many issues have been resolved since 2015 and 2019, a few have been modified, some have been added, and some of the new ones have already been resolved. Progress continues in the best interest of the people served. This Transition Plan is working.

VI. COMPLAINT & GRIEVANCE PROCESS

Community involvement, from all sectors of the County, is vital to continuous improvement of the County for the public as a whole. This includes business, industry, visitors, and residents. Public comment (including complaints) is welcome in the best interest of serving the greater community. The ADA Coordinator is the point of contact for individuals with disabilities to request auxiliary aids and services, policy modifications, and other reasonable accommodations, or to file a complaint with the County. The ADA Coordinator also works with the Director of Public Works on the ADA Task Force to address structural barrier removal issues. The ADA Grievance procedure is available at: <https://www.inyocounty.us/risk-ADA>.

County of Inyo ADA Coordinator Aaron Holmberg welcomes input regarding ADA issues on behalf of the County ADA Task Force, which meets regularly to identify and discuss ways of addressing any ADA accessibility issues in county facilities. His contact information follows:

- Email: aholmberg@inyocounty.us
- Telephone: 760.872.2908
- Fax: 760.872.4319
- Address: 1360 North Main Street, Ste 256, Bishop, California 93514.

VII. SUMMARY

The County of Inyo strives to be world class, and discrimination is not tolerated. This living document is an important tool to help and guide the County in reducing barriers to County services, programs, and activities. County of Inyo appreciates feedback, input, suggestions, and comments. Input and involvement is vital to the County's ability to achieve equality of access and to assure compliance with applicable legal and regulatory standards. The County intends to review annually, and to update this Transition Plan as necessary.

VIII. APPENDIX A: INVENTORY OF BARRIERS & SCHEDULE TO ADDRESS

The Transition Plan's inventory of barriers and schedule to address is documented in Appendix A. It contains a brief summary of ADA-related barriers and priorities for abatement reflective of the stated goals and objectives of this Transition Plan. The ADA Task Force reviews Appendix A regularly, as specified above in Section V.

Inyo ADA Transition Plan - Appendix A - updated 20231128.xlsx

Inyo Loc #	Address	Barriers/Obstacles	Barrier/Obstacles intended to address within 12 months	Next barrier/obstacles intended to address within 5 years
102	Bishop Library, 210 Academy, Bishop	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible.	Planning/Scoping	A, B, C, D, E
103	PW B&S office (377 W Line St), Bishop - shared with City of Bishop	(A) certain interior pathways and features not accessible	Review funding/authority with City of Bishop	A
107	Wellness Center, 586 Central Avenue, Bishop	(A) Certain interior pathways and features not accessible	Planning/Scoping	A
108	Bishop Landfill, 110 Sunland Reservation Rd, Bishop	(A) Wayfinding and signage require updates, (B) path of travel to entrance not accessible, (C) entrance not accessible, (D) certain interior pathways and features not accessible	Staff will assist persons with disabilities as needed.	Reassess
111	Bishop Senior Center, 682 Spruce St, Bishop	(A) Certain interior features not accessible	Planning/Scoping	A
112	Millpond Recreational Area (public areas, not concession bldg), 220 Sawmill Rd, Bishop	(A) Play areas are not accessible, (B) some pathways are not accessible.	Planning/Scoping	A, B
115	Izaak Walton Park, 3600 W Line St, Bishop	(A) Play areas are not accessible, (B) certain restroom features are not accessible.	Planning/Scoping	A, B
116	Starlite Park, 880 Starlite Drive, Bishop	(A) Play areas are not accessible, (B) lack of ADA parking, (C) some pathways are not accessible.	Planning/Scoping	A, B, C
120	Progress House, 536 N SECOND St, Bishop	(A) Certain interior pathways and features not accessible, (B) path of travel to entrance not accessible, (C) entrance not accessible, (D) ADA parking requires updates	A	B, C, D
121	Pleasant Valley CG, 250 Pleasant Valley Dam Rd, Bishop	(A) Certain restroom features are not accessible, (B) ADA picnic tables needed, (C) some pathways are not accessible.	Planning/Scoping	A, B, C
123	Small Business Resource Center, Main St, Bishop	(A) Not Open to the Public Yet, Assess Prior to Opening.	A	Pending assessment
202	Bishop Airport (BIH) Terminal, 703 N Airport Dr, Bishop	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible.	Reassess	Pending reassessment
301	Laws Railroad Museum, 202 Silver Canyon Road, Bishop (300 series locations)	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible, (F) historic issues.	On Hold Pending Asset Transfer	On Hold Pending Asset Transfer
401	Big Pine Senior Center, 180 DEWEY, Big Pine	(A) ADA parking requires updates, (B) certain interior pathways and features not accessible, (C) certain restroom features not accessible, (D) certain exterior paths of travel not accessible, (E) an entrance not accessible	C	A, B, D, E
403	Animal Control facilities, 1001 County Rd, Big Pine	(A) ADA parking requires updates, (B) certain interior pathways and features not accessible, (C) certain restroom features not accessible.	Staff will assist persons with disabilities as needed.	A, B, C
405	Big Pine Transfer Station, 150 Big Pine Dump Road, Big Pine	(A) Wayfinding and signage require updates, (B) certain pathways and features to services not accessible	Staff will assist persons with disabilities as needed.	Reassess

Inyo ADA Transition Plan - Appendix A - updated 20231128.xlsx

Inyo Loc #	Address	Barriers/Obstacles	Barrier/Obstacles intended to address within 12 months	Next barrier/obstacles intended to address within 5 years
406	Mendenhall Park, HWY 395, Big Pine	(A) Certain restroom features are not accessible, (B) some pathways are not accessible, (C) lack of ADA parking, (D) play areas are not accessible.	Planning/Scoping	A, B, C, D
407	Baker Creek CG, 1010 Baker Creek Rd, Big Pine	(A) Needs additional ADA parking, (B) some pathways are not accessible, (C) certain restroom features are not accessible, (D) ADA picnic tables needed.	Planning/Scoping	A, B, C, D
408	Taboose Creek CG, 10 Tinnemaha Rd, Big Pine	(A) Lack of ADA parking, (B) some pathways are not accessible, (C) ADA picnic tables needed.	Planning/Scoping	A, B, C
409	Tinnemaha CG, 2060 Tinnemaha Rd, Big Pine	(A) Lack of ADA parking, (B) some pathways are not accessible, (C) ADA picnic tables needed.	Planning/Scoping	A, B, C
412	Big Pine Library, 500 S Main, Big Pine	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior features not accessible.	Planning/Scoping; reassess with school district	D (A, B, C is school's authority)
501	Courthouse (includes library), 168 N Edwards, Independence	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) lack of elevator to access upper floors, (F) certain restroom features not accessible, (G) wayfinding and signage requires updates, (H) historic issues.	Planning/Scoping	A, B, C, D, E, F, G, H
502	Annex, 168 N Edwards, Independence	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) elevator repair delayed, (F) certain restroom features not accessible	E (elevator repair forthcoming)	A, B, C, D, F
503	Health Fiscal Services, 155 E Market, Independence	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways not accessible, (E) conference room not accessible, (F) certain restroom features not accessible	Planning/Scoping	A, B, C, D, E, F
504	Indy Admin (public spaces), 224 N Edwards, Independence	(A) certain interior features not accessible, (B) certain features of the Board of Supervisors meeting room not accessible	Planning/Scoping	A, B
505	Water Department Building (west entrance, restroom, lobby, office, board room), 135 S JACKSON, Independence	(A) ADA parking requires updates, (B) certain interior pathways not accessible, (C) certain restroom features not accessible	Planning/Scoping	A, B, C
506	County Jail, 550 S CLAY St, Independence	(A) certain interior pathways and features not accessible	Reassess	A
507	Juvenile Hall, 201 MAZOURKA CANYON ROAD, Independence	(A) Path of travel to entrance not accessible, (B) ADA parking requires updates, (C) certain interior pathways and features not accessible, (D) certain restroom features not accessible, (E) wayfinding and signage require updates	On Hold - Not In Public Use	A, B, C, D, E (Pending return to public use)
510	Independence Park, 609 S EDWARDS, Independence	(A) Lack of ADA parking, (B) some pathways are not accessible.	Planning/Scoping	A, B
511	Independence Landfill, 500 Dump Road, Independence	(A) Wayfinding and signage require updates, (B) path of travel to entrance not accessible, (C) entrance not accessible, (D) certain interior pathways and features not accessible	Staff will assist persons with disabilities as needed.	Reassess

Inyo ADA Transition Plan - Appendix A - updated 20231128.xlsx

Inyo Loc #	Address	Barriers/Obstacles	Barrier/Obstacles intended to address within 12 months	Next barrier/obstacles intended to address within 5 years
513	Independence Creek CG, 1005 Onion Valley Rd, Independence	(A) Certain restroom features are not accessible, (B) certain features of the pay station are not accessible, (C) lack of ADA parking, (D) some pathways are not accessible.	Planning/Scoping	A, B, C, D
516	Eastern California Museum, 155 N Grant St, Independence	(A) Path of travel to an entrance not accessible, (B) an entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible, (F) certain exhibits not accessible.	Planning/Scoping	A, B, C, D, E, F
519	Legion Hall, 201 S Edwards, Independence	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) lack of elevator to access upper floors, (F) certain restroom features not accessible	A, B, F	C, D
520	Dehy Park, 435 N Edwards, Independence	(A) ADA parking needs upgrades, (B) certain restroom features are not accessible, (C) play areas are not accessible, (D) some pathways are not accessible.	Planning/Scoping	A, B, C, D
601	Lone Pine Substation, 726 N MAIN St, Lone Pine	(A) ADA parking requires updates, (B) wayfinding and signage require updates, (C) certain interior pathways and features not accessible	Planning/Scoping	A, B, C
602	Spainhower (Lone Pine) Park, 430 N MAIN St, Lone Pine	(A) ADA parking needs upgrades, (B) certain restroom features are not accessible, (C) some pathways are not accessible.	Planning/Scoping	A, B, C
604	Portuguese Joe CG, 101 Tuttle Creek Rd, Lone Pine	(A) Certain restroom features are not accessible, (B) certain features of the pay station are not accessible, (C) some pathways are not accessible, (D) lack of ADA parking.	Planning/Scoping	A, B, C, D
605	Lone Pine Library, 125 BUSH St, Lone Pine	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) lack of ADA parking, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible.	Planning/Scoping	A, B, C, D, E
606	Lone Pine COB, 310/312 Jackson St, Lone Pine	(A) Certain interior pathways and features not accessible, (B) certain restroom features not accessible, (C) lack of ramp to entrance	C	A, B
608	LPSC - Statham Hall, 138 Jackson St, Lone Pine	(A) Path of travel to entrance not accessible, (B) lack of ADA parking, (C) certain interior pathways and features not accessible	A	B, C
609	Lone Pine Landfill, 450 Substation Rd, Lone Pine	(A) Wayfinding and signage require updates, (B) path of travel to entrance not accessible, (C) entrance not accessible, (D) certain interior pathways and features not accessible	Staff will assist persons with disabilities as needed.	Reassess
610	Lone Pine Airport Terminal, 1452 S MAIN, Lone Pine	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) lack of ADA parking, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible	Planning/Scoping	A, B, C, D, E: (new terminal?)
611	Diaz Lake, 5001 S HWY 395, Lone Pine	(A) Certain features of the pay station are not accessible, (C) lack of ADA parking, (D) some pathways are not accessible	Planning/Scoping	A, B, C
708	Furnace Creek Library, 201 Nevares, Furnace Creek 92328	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) lack of ADA parking, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible.	Planning/Scoping	Planning/Scoping; reassess with NFS/NPS

Inyo ADA Transition Plan - Appendix A - updated 20231128.xlsx

Inyo Loc #	Address	Barriers/Obstacles	Barrier/Obstacles intended to address within 12 months	Next barrier/obstacles intended to address within 5 years
801	Tecopa Community Ctr, 405 Tecopa Hot Springs Road, Tecopa	(A) Path of travel to entrance and entrance not accessible, (B) ADA parking requires upgrades, (C) lack of ADA restroom, (D) certain interior features not accessible	Planning/Scoping	A, B, C, D
802	Library, HHS office, and adjacent playground, 408 Tecopa Hot Springs Road, Tecopa	(A) Certain paths of travel are not accessible, (B) certain restroom features not accessible, (C) signage requires updates.	Planning/Scoping	A, B, C



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 12, 2023

Reference ID:
2023-4360

Letter in Support of The Rural Partnership and Prosperity Act Board of Supervisors ACTION REQUIRED

ITEM SUBMITTED BY

Administration

ITEM PRESENTED BY

Chairperson Roeser

RECOMMENDED ACTION:

Approve and authorize the Chairperson to sign a letter in support of S. 3099: The Rural Partnership and Prosperity Act of 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

Senator Bob Casey (D-Penn.) and Senator Deb Fischer (R-Nebr.) introduced S. 3309 on November 15. Known as The Rural Partnership and Prosperity Act of 2023, the bipartisan legislation is aimed at advancing economic development in rural counties and removing barriers to obstacles to obtaining federal funding and resources.

Rural communities have long lacked investment and faced higher barriers in accessing existing federal funding streams, both of which have contributed to widening disparities in economic and community development outcomes between rural places and more urban and suburban areas.

Unlike higher population areas with larger tax bases, rural leaders often lack funding and staffing resources, and are left juggling numerous responsibilities while navigating the overlapping challenges of economic change and population shifts.

The lack of funding and staff capacity makes it difficult if not impossible for rural counties like Inyo to successfully compete in the national economy as well as navigate the complex system of federal grants. The Rural Partnership and Prosperity Act of 2023 would help address these needs by creating the following set of programs aimed at providing direct support to rural communities through funding and technical assistance:

- **Rural Partnership Program Grants** would help fill the persistent need felt across rural communities for direct federal support for economic and community development activities. The grant program would provide multiyear, flexible awards to communities to be used to address urgent needs, including but not limited to affordable child care, housing, and job training.
- **Rural Prosperity Technical Assistance Grants** would address the need in many rural areas for assistance with economic and community development activities, including navigating existing federal funding opportunities. Rural stakeholders would be able to access technical assistance

via awarded providers who would help them pursue funding and carry out community development and planning activities. Providing rural communities with this assistance helps ensure that rural communities are getting their fair share of private and federal investment.

- The bill would also double down on previous efforts to formalize a **whole-of-government approach to rural development**. These provisions would improve supportive services offered by the federal government to rural communities, including by activating federal agencies in new ways and facilitating better cross-agency coordination.

For these reasons, your Board is asked to approve a letter in support of The Rural Partnership and Prosperity Act of 2023.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may approve the letter, request changes, and not approve it at all.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Letter Supporting S. 3309
2. S. 3309 Text

APPROVALS:

Darcy Ellis	Created/Initiated - 12/6/2023
Darcy Ellis	Approved - 12/6/2023
Meaghan McCamman	New -
Nate Greenberg	



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



December 12, 2023

The Honorable Alex Padilla
U.S. Senate
112 Hart Senate Office Building
12
Washington, D.C. 20510

The Honorable Laphonza Butler
U.S. Senate
Dirksen Senate Office Building, Room G-
12
Washington, D.C. 20510

RE: S.3309: The Rural Partnership and Prosperity Act of 2023 - SUPPORT

Dear Senators Padilla and Butler,

On behalf of the County of Inyo, we write to express our support of Senate Bill 3309: The Rural Partnership and Prosperity Act of 2023. This bipartisan legislation is intended to advance economic development in rural counties and removing barriers to obtaining federal funding and resources.

Inyo County is one of the nation's 3,069 rural counties, and is among those that face obstacles competing for federal investment opportunities because of a lack of adequate funding, capacity, and staffing. This legislation would help address those shortfalls with targeted assistance and a whole-of-government effort to better support rural counties and the communities we serve.

The Rural Partnership and Prosperity Act ensures that funding authorized by the bill is as flexible as possible. Potential eligible uses for counties and their community partners include, but are not limited to:

- Hiring critical county staff, such as grant writers, planners, or economic development professionals
- Developing strategic community investment plans
- Funding affordable childcare services
- Addressing economic recovery from emergencies and disasters
- Investing in job training programs
- Creating public-private partnerships and attracting private investment

Making these actions easier to initiate helps level the playing field for Inyo County and its counterparts who struggle to compete with better-funded urban and metropolitan counties that have more resources to devote to the securing of federal funding and assistance.

More than 70 percent of America's counties are rural and face unique challenges and opportunities every day. S.3309 creates the strong intergovernmental partnership needed to create opportunities for rural counties and our residents to thrive.

Sincerely,

Chairperson Jennifer Roeser

cc: Senator Bob Casey
Senator Deb Fischer

118TH CONGRESS
1ST SESSION

S. 3309

To authorize the Secretary of Agriculture to provide rural partnership program grants and rural partnership technical assistance grants, and for other purposes.

IN THE SENATE OF THE UNITED STATES

NOVEMBER 15, 2023

Mr. CASEY (for himself and Mrs. FISCHER) introduced the following bill; which was read twice and referred to the Committee on Agriculture, Nutrition, and Forestry

A BILL

To authorize the Secretary of Agriculture to provide rural partnership program grants and rural partnership technical assistance grants, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Rural Partnership and
5 Prosperity Act of 2023”.

6 **SEC. 2. DEFINITIONS.**

7 In this Act:

8 (1) INDIAN TRIBE.—The term “Indian Tribe”
9 has the meaning given the term in section 4 of the

1 Indian Self-Determination and Education Assistance
2 Act (25 U.S.C. 5304).

3 (2) RURAL; RURAL AREA.—The terms “rural”
4 and “rural area” have the meaning given those
5 terms in section 343(a)(13)(A) of the Consolidated
6 Farm and Rural Development Act (7 U.S.C.
7 1991(a)(13)(A)).

8 (3) SECRETARY.—The term “Secretary” means
9 the Secretary of Agriculture.

10 **SEC. 3. RURAL PARTNERSHIP PROGRAM GRANTS.**

11 (a) IN GENERAL.—Subject to the availability of ap-
12 propriations under subsection (j), the Secretary shall es-
13 tablish a program to make multiyear grant awards to co-
14 ordinate Federal, nonprofit, and for-profit investment in
15 rural areas.

16 (b) GRANT REQUIREMENTS.—

17 (1) TERM.—The term of a grant awarded
18 under subsection (a) shall be not less than 2 years
19 and not more than 5 years.

20 (2) AWARDS.—Except as provided in para-
21 graphs (3) and (4), the State offices of the rural de-
22 velopment mission area shall be responsible for re-
23 viewing applications for grant awards under sub-
24 section (a) and selecting eligible applicants described
25 in subsection (d) for those grant awards.

1 (3) TRIBAL AWARDS.—Except as provided in
2 paragraph (4), in the case of grants under sub-
3 section (a) allocated to Indian Tribes under sub-
4 section (c)(1)(B), the national office of the rural de-
5 velopment mission area shall be responsible for re-
6 viewing applications for grant awards under sub-
7 section (a) and selecting eligible applicants described
8 in subsection (d) for those grant awards.

9 (4) COMPETITIVE PROCESS.—If the amount ap-
10 propriated under subsection (j) for a fiscal year is
11 less than or equal to \$300,000,000, the national of-
12 fice of the rural development mission area shall be
13 responsible for reviewing applications for grant
14 awards under subsection (a) and selecting eligible
15 applicants described in subsection (d) for those
16 grant awards—

17 (A) on a competitive basis; and

18 (B) by giving priority to areas that have
19 higher nonmetropolitan poverty levels and lower
20 population levels, while ensuring that grants
21 under this section are awarded in diverse geo-
22 graphic regions of the United States.

23 (c) GRANT ALLOCATION.—

1 (1) IN GENERAL.—Except as provided in sub-
2 section (b)(4), the Secretary shall allocate funding
3 for grants under subsection (a)—

4 (A) for each State based on a formula de-
5 termined by the Secretary in accordance with
6 paragraph (2); and

7 (B) for Indian Tribes in such amounts as
8 the Secretary determines to be appropriate,
9 subject to the condition that the total amount
10 allocated to Indian Tribes under this subpara-
11 graph shall not be less than 5 percent of the
12 amount appropriated under subsection (j), with
13 Indian Tribes located in areas that have higher
14 poverty levels and lower populations receiving
15 higher levels of funding.

16 (2) ALLOCATION REQUIREMENTS.—

17 (A) IN GENERAL.—The Secretary shall de-
18 velop a graduated scale to allocate funding for
19 States under paragraph (1)(A) based on the
20 nonmetropolitan poverty and population levels
21 in each State.

22 (B) LIMITATION.—The amount allocated
23 to any State under subparagraph (A) shall not
24 exceed 5 percent of the amount appropriated
25 under subsection (j).

1 (3) SMALL STATE EXCEPTION TO FORMULA.—
2 Notwithstanding paragraphs (1)(A) and (2)(A), the
3 Secretary shall ensure that each State is allocated
4 an amount for grants under this subsection that is
5 sufficient to fulfill the purposes of the program es-
6 tablished under this section, as determined by the
7 Secretary.

8 (4) REALLOCATION.—If a State or Indian Tribe
9 does not use funds allocated to the State or Indian
10 Tribe under this subsection, the Secretary may re-
11 allocate the unused funds to 1 or more other States
12 or Indian Tribes, each of which has used all of the
13 funding allocated to the State or Indian Tribe under
14 this subsection.

15 (d) ELIGIBLE APPLICANTS.—To be eligible to receive
16 a grant under subsection (a), an applicant shall—

17 (1) propose to serve a rural area;

18 (2) be composed of a partnership of 2 or more
19 of—

20 (A) an instrumentality or political subdivi-
21 sion of a State, such as a municipality, county,
22 district, or authority;

23 (B) a nonprofit corporation or association
24 with significant ties to the rural area described
25 in paragraph (1), including through—

1 (i) association with, or control by, 1
2 or more public bodies in the rural area;

3 (ii) broadly based ownership and con-
4 trol by members of the rural area; or

5 (iii) a substantial public funding con-
6 tribution to the rural area through taxes,
7 revenue bonds, other local government
8 sources, or substantial voluntary commu-
9 nity funding;

10 (C) a cooperative with significant ties to
11 the rural area described in paragraph (1);

12 (D) a for-profit entity with a significant
13 presence in the rural area described in para-
14 graph (1);

15 (E) an institution of higher education—

16 (i) with a significant contribution to
17 or presence in the rural area described in
18 paragraph (1); and

19 (ii) that includes representatives who
20 are members of the rural area; and

21 (F) an Indian Tribe—

22 (i) in a rural area described in para-
23 graph (1); and

24 (ii) with demonstrated support from
25 the Tribal council or duly elected Tribal

1 executive of the appropriate Tribal govern-
2 ment; and

3 (3) demonstrate cooperation among the mem-
4 bers of the partnership described in paragraph (2)
5 necessary to complete comprehensive, asset-based
6 rural development through eligible activities de-
7 scribed in subsection (e).

8 (e) ELIGIBLE ACTIVITIES.—An eligible applicant de-
9 scribed in subsection (d) that receives a grant under sub-
10 section (a) may use the grant funds in rural areas—

11 (1) to coordinate Federal, State, regional, or
12 Tribal initiatives to reduce duplicative efforts with
13 respect to Federal investments;

14 (2) to leverage non-Federal financial and tech-
15 nical resources;

16 (3) to complete comprehensive predevelopment
17 activities and planning;

18 (4) to create public-private partnerships and at-
19 tract private investment;

20 (5) to support eligible operational activities, in-
21 cluding staffing, of the eligible applicants, except
22 that a for-profit entity may not use the grant funds
23 for the purpose described in this paragraph;

24 (6) to provide capital to existing or new
25 projects, subject to the condition that not more than

1 50 percent of the grant funds may be used for that
2 purpose;

3 (7) to support regional projects and initiatives;

4 (8) to address economic recovery from emer-
5 gencies and natural or man-made disasters; and

6 (9) to develop strategic community investment
7 plans described in section 379H(d) of the Consoli-
8 dated Farm and Rural Development Act (7 U.S.C.
9 2008v(d)).

10 (f) INELIGIBLE ACTIVITIES.—An eligible applicant
11 described in subsection (d) that receives a grant under
12 subsection (a) may not use the grant funds—

13 (1) to fund operational activities, including
14 staffing, at a for-profit institution;

15 (2) to purchase or lease real property; or

16 (3) to support a non-rural area.

17 (g) SELECTION CRITERIA.—In awarding grants
18 under subsection (b), the Secretary shall give priority to
19 an eligible applicant described in subsection (d) that pro-
20 poses to serve—

21 (1) a rural area with a significant change in
22 population;

23 (2) a rural area with significant workforce
24 changes or changes in major employers;

1 (3) an economically distressed rural area, as de-
2 termined by the Secretary;

3 (4) a rural area that has historically received
4 minimal Federal funding, as determined by the Sec-
5 retary; or

6 (5) a rural area for the purpose of job retention
7 and economic stabilization, as determined by the
8 Secretary.

9 (h) MATCHING FUNDS.—

10 (1) IN GENERAL.—Subject to paragraph (2), an
11 eligible applicant described in subsection (d) that re-
12 ceives a grant under subsection (a) shall provide
13 non-Federal matching funds in the form of cash or
14 an in-kind contribution in an amount that is not less
15 than 25 percent of the amount of the grant.

16 (2) WAIVER.—

17 (A) IN GENERAL.—The Secretary may
18 waive the requirement under paragraph (1)
19 based on the demonstrated need of the eligible
20 applicant or the population served by the eligi-
21 ble applicant, as determined by the Secretary,
22 including—

23 (i) an eligible applicant serving an
24 area with a higher nonmetropolitan poverty
25 level;

1 (ii) an eligible applicant serving a
2 Tribal population; and

3 (iii) an eligible applicant composed of
4 a partnership that includes an entity de-
5 scribed in subsection (d)(2)(A).

6 (B) JUSTIFICATION.—The Secretary shall
7 provide to the Committee on Agriculture of the
8 House of Representatives and the Committee
9 on Agriculture, Nutrition, and Forestry of the
10 Senate a justification for each waiver provided
11 under subparagraph (A).

12 (3) PROVIDERS.—Non-Federal matching funds
13 under paragraph (1) may be provided by any mem-
14 ber of the applicable partnership described in sub-
15 section (d)(2).

16 (i) COORDINATION.—The Secretary shall carry out
17 this section in coordination with the Rural Partners Net-
18 work established by section 6306 of the Agriculture Im-
19 provement Act of 2018 (7 U.S.C. 2204b–3).

20 (j) AUTHORIZATION OF APPROPRIATIONS.—

21 (1) IN GENERAL.—There are authorized to be
22 appropriated to the Secretary such sums as are nec-
23 essary to carry out this section.

24 (2) ADMINISTRATION.—The Secretary may re-
25 tain not more than 2 percent of the amounts made

1 available to carry out this section for administration
2 of the program established under this section.

3 **SEC. 4. RURAL PARTNERSHIP TECHNICAL ASSISTANCE**
4 **GRANTS.**

5 (a) IN GENERAL.—Subject to the availability of ap-
6 propriations under subsection (g), the Secretary shall es-
7 tablish a program to award grants, on a competitive basis,
8 for up to a 5-year period, to be administered at the na-
9 tional level through the Under Secretary for Rural Devel-
10 opment, for the purpose of advising on and assisting rural
11 community organizations with—

12 (1) Federal grant management and the develop-
13 ment of financial management systems;

14 (2) housing or community economic develop-
15 ment projects; and

16 (3) the development of placemaking plans and
17 applications for Federal grants.

18 (b) ELIGIBLE APPLICANTS.—To be eligible to receive
19 a grant under subsection (a), an applicant shall be a quali-
20 fied private or nonprofit intermediary organization, includ-
21 ing an institution of higher education with an existing
22 community development and planning program, including
23 an extension program, that has demonstrated experience
24 and capacity to provide technical assistance on community
25 development and planning in rural areas.

1 (c) ELIGIBLE ACTIVITIES.—An eligible applicant de-
2 scribed in subsection (b) that receives a grant under sub-
3 section (a) may use the grant funds to support the capac-
4 ity building and economic development of identified rural
5 areas and local partners in those rural areas through the
6 following activities:

7 (1) Training and supporting local staff, includ-
8 ing relating to systems development and support.

9 (2) Identifying vetted technical consultants for
10 planning and designing physical infrastructure.

11 (3) Facilitating coordination between Federal
12 agencies and local partners.

13 (4) Providing expertise on developing public-pri-
14 vate partnerships.

15 (5) Development and project predevelopment
16 activities.

17 (6) Grant writing and grant management ac-
18 tivities.

19 (d) INELIGIBLE ACTIVITIES.—An eligible applicant
20 described in subsection (b) that receives a grant under
21 subsection (a) may not use the grant funds—

22 (1) to fund staffing at a for-profit entity;

23 (2) to purchase or lease real property, build-
24 ings, or equipment;

25 (3) to support a non-rural area; or

1 (4) for research and development.

2 (e) PRIORITY.—In awarding grants under subsection
3 (a), the Secretary may give priority to an eligible applicant
4 described in subsection (b) that serves—

5 (1) a nonmetropolitan area with a high poverty
6 level; or

7 (2) an Indian Tribe with demonstrated support
8 from the Tribal council or duly elected Tribal execu-
9 tive of the appropriate Tribal government.

10 (f) MATCHING FUNDS.—

11 (1) IN GENERAL.—Subject to paragraph (2), an
12 eligible applicant described in subsection (b) that re-
13 ceives a grant under subsection (a) shall provide
14 non-Federal matching funds in an amount that is
15 not less than 30 percent of the amount of the grant.

16 (2) WAIVER.—

17 (A) IN GENERAL.—The Secretary may
18 waive the requirement under paragraph (1)
19 based on the demonstrated need of the area in
20 which activities using the grant are to be car-
21 ried out, as determined by the Secretary.

22 (B) JUSTIFICATION.—The Secretary shall
23 provide to the Committee on Agriculture of the
24 House of Representatives and the Committee
25 on Agriculture, Nutrition, and Forestry of the

1 Senate a justification for each waiver provided
2 under subparagraph (A).

3 (g) AUTHORIZATION OF APPROPRIATIONS.—

4 (1) IN GENERAL.—There are authorized to be
5 appropriated to the Secretary such sums as are nec-
6 essary to carry out this section.

7 (2) ADMINISTRATION.—The Secretary may re-
8 tain not more than 2 percent of the amounts made
9 available to carry out this section for administration
10 of the program established under this section.

11 **SEC. 5. RURAL PARTNERS NETWORK.**

12 Section 6306 of the Agriculture Improvement Act of
13 2018 (7 U.S.C. 2204b–3) is amended—

14 (1) in the section heading, by striking “**COUN-**
15 **CIL ON RURAL COMMUNITY INNOVATION AND**
16 **ECONOMIC DEVELOPMENT**” and inserting
17 “**RURAL PARTNERS NETWORK**”;

18 (2) in subsection (a)(1), by striking “council”
19 and inserting “network”;

20 (3) by striking subsection (b) and inserting the
21 following:

22 “(b) ESTABLISHMENT.—

23 “(1) IN GENERAL.—There is established a
24 Rural Partners Network (referred to in this section
25 as the ‘Network’).

1 “(2) SUCCESSOR.—The Network shall be the
 2 successor to the Council on Rural Community Inno-
 3 vation and Economic Development established by
 4 this section (as in effect on the day before the date
 5 of enactment of the Rural Partnership and Pros-
 6 perity Act of 2023).”;

7 (4) in subsection (c)—

8 (A) in paragraph (1)—

9 (i) by striking subparagraphs (C),
 10 (D), (N), (Q), (R), (S), (T), (V), (X), (Y),
 11 and (Z);

12 (ii) by redesignating subparagraphs
 13 (E) through (M), (O), (P), (U), (W), and
 14 (AA) as subparagraphs (C) through (K),
 15 (L), (M), (N), (O), and (X), respectively;
 16 and

17 (iii) by inserting after subparagraph
 18 (O) (as so redesignated) the following:

19 “(P) The Federal Deposit Insurance Cor-
 20 poration.

21 “(Q) The Appalachian Regional Commis-
 22 sion.

23 “(R) The Consumer Financial Protection
 24 Bureau.

25 “(S) The Social Security Administration.

1 “(T) The Delta Regional Authority.

2 “(U) The Denali Commission.

3 “(V) The Northern Border Regional Com-
4 mission.

5 “(W) The Southeast Crescent Regional
6 Commission.”; and

7 (B) in paragraphs (2) through (4), by
8 striking “Council” each place it appears and in-
9 serting “Network”;

10 (5) in subsection (d), by striking “Council” and
11 inserting “Network”;

12 (6) in subsection (e)—

13 (A) in the subsection heading, by striking
14 “COUNCIL” and inserting “NETWORK”;

15 (B) in the matter preceding paragraph (1),
16 by striking “Council” and inserting “Network”;

17 (C) in paragraph (2), by striking “and” at
18 the end;

19 (D) in paragraph (3), by striking the pe-
20 riod at the end and inserting “; and”; and

21 (E) by adding at the end the following:

22 “(4) to improve the efficiency of Federal assist-
23 ance to rural communities by—

24 “(A) reducing administrative burdens on
25 rural communities to pursue Federal funding;

1 “(B) improving the administrative effi-
2 ciency of Federal economic development pro-
3 grams serving rural communities; and

4 “(C) streamlining and simplifying the ap-
5 plication process for Federal funding opportuni-
6 ties for rural communities.”;

7 (7) in subsection (f), in the matter preceding
8 paragraph (1), by striking “Council” and inserting
9 “Network”;

10 (8) in subsection (g), by striking “Council”
11 each place it appears and inserting “Network”; and

12 (9) by striking subsection (h) and inserting the
13 following:

14 “(h) INNOVATIVE CROSS-AGENCY COORDINATION.—

15 “(1) IN GENERAL.—The Secretary, acting as
16 Chair of the Network, may carry out innovative
17 strategies for coordinating with other Federal de-
18 partments and agencies with respect to programs
19 that serve rural areas.

20 “(2) PRIORITIES.—In carrying out paragraph
21 (1), the Secretary shall prioritize—

22 “(A) improving ease of access to Federal
23 programs for resource-constrained rural com-
24 munities;

1 “(B) utilizing early technical assistance to
2 reduce duplicative applications and administra-
3 tive costs at the Federal level;

4 “(C) leveraging partnerships with local,
5 State, philanthropic, and private entities to
6 maximize returns on Federal investments;

7 “(D) integrating stakeholder and program
8 user experience into program design; and

9 “(E) targeting areas experiencing economic
10 distress, as determined by the Secretary.”.

○



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 12, 2023

Reference ID:
2023-4307

Oral report from Inyo County Film Commissioner Board of Supervisors NO ACTION REQUIRED

ITEM SUBMITTED BY

Administration

ITEM PRESENTED BY

Film Commissioner Jesse Steele

RECOMMENDED ACTION:

Hear an oral report on recent filming activity from the Inyo County Film Commissioner.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Film Commissioner Jesse Steele will be presenting the second of two annually required oral reports to your Board on recent filming activity in Inyo County. He will also update your Board on activities and efforts related to revitalizing the Film Commission itself - including the continued development of a long overdue website - and to promote Inyo County as a premier filming location.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Decide not to hear the report.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Darcy Ellis

Created/Initiated - 12/5/2023

Darcy Ellis

Final Approval - 12/5/2023



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 12, 2023

Reference ID:
2023-4312

Quarterly Unified Command Meeting Update County Administrator - Emergency Services NO ACTION REQUIRED

ITEM SUBMITTED BY

Mikaela Torres, Emergency Services Manager

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

Request Board hear update from the quarterly Unified Command meeting.

BACKGROUND / SUMMARY / JUSTIFICATION:

Each quarter, the Inyo County Office of Emergency Services hosts Unified Command Meetings. These meetings serve as a pivotal forum for county partners and stakeholders, facilitating discussions on emergency management, sharing best practices, and reviewing ongoing preparedness efforts. Participants include County departments, external entities, and various stakeholders, including partners from local, state, and federal government agencies.

This quarter's Unified Command Meeting is on Thursday, December 7. Presentations include an update and outlook from the County's avalanche expert; a winter weather briefing from the National Weather Service; an update on the Zonehaven/ALERT project; as well as a roundtable discussion from attendees. The Emergency Services Manager will brief your board on key updates and takeaways from the quarterly meeting.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Mikaela Torres

Created/Initiated - 12/5/2023

Darcy Ellis

Approved - 12/5/2023

Nate Greenberg

New -



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 12, 2023

Reference ID:
2023-4339

Personal Services Contracts and Management and Non-Represented Employee Resolution County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Sue Dishion, Assistant County Administrator

ITEM PRESENTED BY

Sue Dishion, Assistant County Administrator

RECOMMENDED ACTION:

- A) Amendment No. 2 to the contract between the County of Inyo and Allison Krohn for the provision of personal services effective December 21, 2023, and authorize the Chairperson to sign;
- B) Amendment No. 2 to the contract between the County of Inyo and Christie Martindale for the provision of personal services effective December 21, 2023, and authorize the Chairperson to sign;
- C) Amendment No. 2 to the contract between the County of Inyo and Carolyn Phillips for the provision of personal services effective December 21, 2023, and authorize the Chairperson to sign; and
- D) Approve Resolution No. 2023-41 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms and Conditions of Employment for Management and Non-represented Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede any Prior Resolution Pertaining to that Subject to the Extent They are Inconsistent," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

At conclusion of the negotiations, the County and employees came to the following agreement. The three employees will receive a vehicle allowance of \$750 per month or \$346.15 per pay period, beginning on December 21, 2023. Employees shall also receive a \$500 per calendar year reimbursement for a gym or fitness membership.

Additionally, the County has been informed by the Elected Officials Assistant Association that they are disbanding their recognized association and will be added to the Management and Non-Represented Resolution, which is also attached to this item for your approval.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	Various
Budgeted?	No	Object Code	Salary and Benefits object codes
Recurrence	Ongoing Expenditure		

Current Fiscal Year Impact

Departments will review their budgets during the Mid-Year process and if they are unable to cover the additional expense, the Personnel Budget, Contingencies object code will be reduced accordingly.

Future Fiscal Year Impacts**Additional Information****ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Don't approve the personal services contract and updated resolution and direct negotiators to start negotiations again with different parameters.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Management and Non-Represented/ Resolution No. 2023-41
2. Attachment A - Non-Represented FLSA Exempt Employee List
3. Attachment B - Management Non-Represented Salary Table
4. Attachment C - Elected Official Assistant Salary Table
5. Attachment D - Management Contract Assistant CAO Salary Table

APPROVALS:

Darcy Ellis	Created/Initiated - 12/6/2023
Darcy Ellis	Approved - 12/6/2023
Sue Dishion	New -
John Vallejo	
Amy Shepherd	
Nate Greenberg	

RESOLUTION NO. 2023-41

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, SETTING CERTAIN SALARY AND/OR TERMS AND CONDITIONS OF EMPLOYMENT FOR MANAGEMENT AND NON-REPRESENTED EMPLOYEES EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO, WHICH SHALL SUPERSEDE ANY PRIOR RESOLUTIONS PERTAINING TO THAT SUBJECT TO THE EXTENT THEY ARE INCONSISTENT

WHEREAS, the Board of Supervisors, pursuant to Government Code section 25300, shall prescribe the compensation of all county officers and shall provide for the number, compensation, tenure, appointment, and conditions of employment of all County employees; and

WHEREAS, there are Management and Non-Represented employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to prescribe the compensation, tenure, appointment and/or conditions of employment for management employees, excluding, appointed officials and Board of Supervisors;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that the following classifications are deemed as Management or Non-Represented and shall be subject to the salary and/or terms and conditions of employment set forth below:

MANAGEMENT CLASSIFICATIONS	
AGRICULTURAL COMMISSIONER DEPUTY	
ASSESSOR ASSISTANT	
AUDITOR-CONTROLLER ASSISTANT	
BUDGET ANALYST SENIOR	
CAO ASSISTANT	
CAO DEPUTY	
CAO DEPUTY SENIOR	
CHIEF INFORMATION OFFICER	
CHIEF INFORMATION OFFICER ASSISTANT	
CLERK-RECORDER ASSISTANT	
COUNTY COUNSEL ASSISTANT	
COUNTY COUNSEL CHIEF DEPUTY	
COUNTY COUNSEL DEPUTY	
DISTRICT ATTORNEY ASSISTANT	
DISTRICT ATTORNEY DEPUTY SENIOR	
ENGINEER SENIOR CIVIL	
ENVIRONMENTAL HEALTH WATER MANAGER	
EXECUTIVE DIRECTOR OF REGIONAL COORDINATION	
HHS ASSISTANT DIRECTOR	
HHS DEPUTY DIRECTOR BEHAVIORAL HEALTH	
HHS DEPUTY DIRECTOR FISCAL OVERSIGHT & SPECIAL OPERATIONS	
HHS DEPUTY DIRECTOR PUBLIC ASSISTANCE & AGING	
HHS DEPUTY DIRECTOR SOCIAL & PLACEMENT SERVICES	

HHS DEPUTY DIRECTOR PUBLIC HEALTH	
MANAGEMENT ANALYST SENIOR	
PERSONNEL ASSISTANT DIRECTOR	
PROBATION DEPUTY CHIEF OFFICER	
PROGRAM INTEGRITY QA MANAGER SENIOR	
PUBLIC WORKS ASSISTANT DIRECTOR	
PUBLIC WORKS DEPUTY DIRECTOR AIRPORTS	
PUBLIC WORKS DEPUTY DIRECTOR BUILDING & GROUNDS	
PUBLIC WORKS DEPUTY DIRECTOR RECYCLING & WASTE MANAGEMENT	
PUBLIC WORKS DEPUTY DIRECTOR ROADS	
REGIONAL BROADBAND COORDINATOR	
RISK MANAGER & DIRECTOR OF SAFETY & DISABILITY PROGRAMS & SERVICES	
TREASURER-TAX COLLECTOR ASSISTANT	
WATER DEPUTY DIRECTOR	
NON-REPRESENTED CLASSIFICATIONS	
ADMINISTRATIVE ANALYST (ADMINISTRATION)	*C
ADMINISTRATIVE ASSISTANT TO CLERK RECORDER	
ADMINISTRATIVE ASSISTANT TO DISTRICT ATTORNEY	
ADMINISTRATIVE ASSISTANT TO HEALTH & HUMAN SERVICES DIRECTOR	
ADMINISTRATIVE ASSISTANT TO SHERIFF	
ADMINISTRATIVE LEGAL ASSISTANT TO COUNTY COUNSEL	*C
ADMINISTRATIVE OPERATIONS ANALYST	*C
ASSISTANT CLERK TO THE BOARD/PUBLIC RELATIONS LIAISON	*C
BUILDING ASSOCIATE OFFICIAL	
BUILDING TECHNICAL OFFICIAL	
CLINICAL ADMINISTRATOR	
CODE ENFORCEMENT OFFICER	
EMERGENCY SERVICES MANAGER	
LIBRARY DIRECTOR	
MANAGEMENT ANALYST	
MUSEUM ADMINISTRATOR	
OFFICE TECHNICIAN (ADMINISTRATION)	*C
PAYROLL ANALYST	*C
PAYROLL MANAGER	*C
PERSONNEL ANALYST	*C
PERSONNEL ANALYST SENIOR	*C
PROBATION MANAGER	
PSYCHIATRIST	
PUBLIC INFORMATION OFFICER	
SAFETY COORDINATOR	*C
*C - CONFIDENTIAL CLASSIFICATIONS	

ARTICLE 1. RECOGNITION

The County of Inyo (hereinafter called the "County") has recognized employee bargaining units for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500, et seq. This Resolution applies to Management employees and other employees not represented by any employee bargaining unit. This Resolution applies to those positions listed above.

ARTICLE 2. EFFECT OF PRIOR RESOLUTIONS

This Resolution supersedes all prior Resolutions regarding the Management Employees and with regard to the Non-Represented Employees covered by this Resolution to the extent they are inconsistent herewith.

ARTICLE 3. NON-DISCRIMINATION

Section 1. The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected bargaining unit activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. Management and Non-Represented Employees shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation.

Section 3. Whenever the masculine gender is used in this Resolution, it shall be understood to include the feminine gender.

ARTICLE 4. WORKDAY AND WORK WEEK

The County-designated standard workweek begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday). The County-designated alternative workweek for "9/80" schedules shall begin exactly four hours after the start time of the 8-hour shift on the day of the week that corresponds with the employee's alternating regular day off.

- a. It is the obligation of a Management Employee to perform the services and work required by his/her position within the County. The performance of these services and work will require a varied schedule. In planning their work schedule, Management Employees will coordinate and make arrangements to fulfill the requirements of the services and work which are necessary.
- b. Employees on an eight-hour daily work schedule will generally work five consecutive days, with two consecutive days off.
- c. Non-Represented employees may be assigned, and/or may request that their Department Head recommend to the CAO to work an alternative work schedule.
- d. Such alternative work schedules may include a "4/10s" schedule (four ten-hour workdays per County-designated standard workweek, consecutive unless otherwise agreed to by the Non-Represented employee and their supervisor). A "4/10s" schedule shall consist of no more than forty (40) hours during the County-designated standard workweek, as applicable, which may be at hours other than traditionally scheduled for the assigned shift.

Such alternative work schedules may include a “9/80” schedule (80 hours worked over 9 workdays per County designated pay-period). A “9/80” schedule shall consist of no more than forty (40) hours during the County-designated alternative workweek. The County-designated alternative workweek for the requested “9/80” schedule shall begin exactly four hours after the start time of the 8-hour shift on the day of the week that corresponds with the employee's alternating regular day off. A Non-Represented employee working a “9/80” schedule will work 36 hours (four 9-hour days) in one County-designated standard workweek and 44 hours (four 9-hour days and one 8-hour day) in the other County-designated standard workweek of the County-designated pay-period.

As approved by the County Administrative Officer, in his/her sole discretion, other alternative schedules may be assigned or accepted upon request.

- e. The County Administrative Officer may in his/her discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.

ARTICLE 5. OVERTIME AND COMPENSATORY TIME

The County will comply with the Fair Labor Standards Act (FLSA) and shall compensate all full-time non-exempt employees at the pay rate of time and one-half for all overtime hours worked. Time and one-half compensation will be paid after 40 hours for those non-exempt full-time employees scheduled on a 40-hour work week. Non-exempt full-time employees covered by this Agreement shall be compensated for authorized overtime at the rate of one and one-half (1-1/2) times his or her equivalent hourly rate of pay, when approved in advance by the department head.

Management Employees are FLSA Exempt employees. Non-Represented employees listed on Attachment A are Exempt employees.

ARTICLE 6. STANDBY COMPENSATION

- a. Standby Compensation. Management and Non-Represented employees requested by the department head to serve in an after-hours response capacity will receive \$75.00, for performing standby duties on each regularly scheduled day and \$120.00, for performing standby duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.
- b. Call-Out Compensation. Those employees who are eligible for overtime compensation and have ended their workday and have left their place of employment, but who have been requested to perform their duties after normal working hours, will be compensated at the rate of time and one-half. If the time worked is less than two hours, the employee will receive two hours compensation minimum at the rate of time and one-half. Provided, however, if the employee is not required to leave the location at which they would otherwise remain (e.g., the employee takes a call at home, and/or makes calls from home) then the employee will receive time and one-half for the actual hours (calculated in fifteen-minute increments) worked.

If the time worked is more than two hours the employee will receive time and one-half for the actual hours or portions thereof worked.

These call-out provisions will apply to no more than two call-out instances per 12-hour period. Any call-out instances after the first two in a 12-hour period will be paid at normal overtime rates.

Management employees are not eligible for overtime compensation and as such, are not eligible for call-out compensation.

- c. An employee will be deemed to be on telephone standby if the employee's department head informs the employee that the employee may be subject to being called out during a certain period. A department cannot avoid payment under this Article by informing an employee he or she may be needed, but not formally placing the employee on standby.

ARTICLE 7. SALARIES

- a. Salaries: Employees shall be paid as set forth in Attachment B for Management and Non-Represented employees, Attachment C for Elected Assistants, and Attachment D for the Assistant CAO, Assistant County Counsel, Chief Information Officer and the Regional Broadband Coordinator.

All salaries shall be adjusted annually on the first full pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March-to-March change in the BLS (Bureau of Labor Statistics) Riverside – San Bernardino – Ontario Price Index. The CAP on the COLA will be no less than 0% and no more than 4% of the Urban Wage Earners and Clerical Workers.

- b. Longevity Pay: The County will provide the following longevity increases after ten (10) years of consecutive service:

- 10 years – 2%
- 15 years – 2%
- 20 years – 2%
- 25 years – 2%

These increases will be based on employee start date. If the employee starts on the first through fifteenth of the month, the increase will begin the first of that month. If employee starts on the sixteenth through the thirty-first of the month, the increase will begin the first of the following month.

- c. Shift Differential: Non-Management employees working swing shifts (as defined by the ICEA MOU) shall receive a shift differential of 2%. Those working graveyard shifts (as defined by the ICEA MOU) shall receive a shift differential of 4%.

As of the time this Resolution is being considered, currently:

Sheriff's Department - Dispatch

- 10:00 a.m. - 8:00 p.m. - Swing Shift
- 2:00 p.m. - 12:00 a.m. - Swing Shift
- 4:00 p.m. - 2:00 a.m. - Swing Shift
- 8:00 p.m. - 6:00 a.m. - Graveyard Shift

Public Works - Custodian

- 12:30 p.m. - 9:00 p.m. - Swing Shift
- 4:00 p.m. - 12:30 a.m. - Swing Shift
- 2:00 p.m. - 11:00 p.m. - Swing Shift

Health and Human Services - Progress House

11:30 a.m. - 9:30 p.m. - Swing Shift

9:15 p.m. - 7:15 a.m. - Graveyard Shift

Management employees are not eligible for shift differential pay.

- d. Bilingual Pay: The County will provide four tiers of bilingual compensation based on the degree of fluency needed by the Department and demonstrated by an eligible Employee, as follows:
- Tier I – Those who can communicate with the public = 2% of their base rate of pay.
 - Tier II – Those who interview and interrogate = 3% of their base rate of pay.
 - Tier III – Those who speak, read, and write = 5% of their base rate of pay.
 - Tier IV – Those who are certified interpreters = 7% of their base rate of pay.

The County shall determine its need for bilingual communication skills including which positions qualify for pay under this section. The County may also require testing of bilingual fluency as it deems necessary or desirable, as a prerequisite to being eligible for bilingual pay.

Management employees are not eligible for bilingual pay.

- e. Bi-Weekly Pay period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

ARTICLE 8. PART-TIME BENEFITS

Part-time Benefits will be the same as agreed to by ICEA.

ARTICLE 9. INSURANCE BENEFITS

- a. Medical: The County shall continue to provide Management and Non-Represented employees with the medical benefit plan administered by the Public Employees Retirement system (PERS).
- b. County agrees to pay 80% of the premium of all PERS or PORAC Plans available to County Employees. Employees will be responsible for 20% of the premium.
1. The County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.
 2. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan.
 - Eligible for employee only coverage = \$92.31 per pay period
 - Eligible for employee plus one coverage = \$184.62 per pay period
 - Eligible for family coverage = \$276.93 per pay period
- c. Dental: County agrees to pay 100% of the monthly premium (for employee and dependents) for dental insurance. County agrees to provide through Delta Dental, orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.

- d. Optical: County agrees to pay 100% of the monthly premium (for employee and dependents) for optical insurance.
- e. Life: County agrees to pay 100% of the monthly premium for life insurance - \$20,000 term policy on employee.

ARTICLE 10. FLEXIBLE BENEFIT PROGRAM

County will pay the monthly administration fee for each employee who participates in flexible benefit program allowed by Section 125 of the Internal Revenue Code.

ARTICLE 11. SHORT-TERM DISABILITY PROGRAM

County will provide all eligible employees with a self-insured income protection plan for up to one (1) year for non-job-related disabilities preventing a person from working. County agrees to pay the applicable premium on behalf of the employee, as set forth in the County's Short-Term Disability Insurance Plan (as the same may be amended from time to time). Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrative Officer. The benefit will be as set forth in the Short-Term Disability Program.

ARTICLE 12. DEFERRED COMPENSATION

County will provide deferred compensation programs for employees.

ARTICLE 13.

Left Blank

ARTICLE 14. CAREER LADDER

For those Non-Represented positions that that have an assigned classification career ladder, (e.g. Office Tech I-III), the County will follow the career ladder criteria as defined in the ICEA MOU.

ARTICLE 15.

Left Blank

ARTICLE 16. SICK LEAVE

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- b. Any employee who retires from the County may donate sick leave to the sick leave bank, without complying with any donation limits.
- c. Management and Non-Represented employees may donate directly to an employee. Management and Non-Represented employees may only donate 80 hours per calendar year.

ARTICLE 17. VACATION LEAVE

The maximum number of vacation days which may be accrued shall be 35 eight-hour days (280 hours). There shall be no accrual more than 35 eight-hour days (280 hours).

- a. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as:
 - 1. The employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap.
 - 2. The alternative vacation must be scheduled and taken by the employee within six months.
 - 3. The County Administrator approves the arrangement, which approval will not be unreasonably denied.
- b. The County Administrative Officer may approve requests for vacation more than 20 consecutive workdays based on extenuating circumstances.

ARTICLE 18. FLEXIBLE LEAVE

The County shall grant employees 40 hours of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not accrue from one fiscal year to the next, with the following exception. If an employee believes there are extenuating circumstances that made it impossible for him/her to utilize flexible leave within the fiscal year, the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County services.

An employee requesting flexible leave shall give a minimum of 48 hours' notice to his/her supervisor. A request to take flexible leave may be denied due to the operational needs of the employee's department.

New employees, upon appointment, shall be granted a prorated number of flexible leave days as follows:

July 1 – October 31	Five (5) days
November 1 – February 28	Three (3) days
March 1 – June 30	One (1) day

ARTICLE 19. HOLIDAYS

- a. Recognized Holidays. County holidays are as follows:

January 1 – New Year's Day
 Third Monday in January – Martin Luther King Day

Third Monday in February – President’s Day
Last Monday in May – Memorial Day
July 4 – Independence Day
First Monday in September – Labor Day
November 11 – Veteran’s Day
Thanksgiving Day
Friday immediately following Thanksgiving Day
December 24 or December 31
December 25 – Christmas Day

b. Additional Provisions.

- Management employees and non-exempt Non-Represented employees who work on a County Holiday shall not receive any additional pay, overtime, or compensatory time.
- A Non-Represented employee, who is not FLSA exempt, who works on a County recognized holiday, shall be paid at double time and one-half their regular rate. i.e., pay for 20 hours on an 8-hours workday. If a holiday falls on the employee’s day off, payment will be made at straight time with no additional day off.

ARTICLE 20. RETIREMENT PROVISIONS

PERS Employees hired prior to January 1, 2013 (Classic)

- a. County shall provide employees 2% at 55 full formula PERS retirement for miscellaneous members.
- b. County shall pay employee’s contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- c. Employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- d. PERS benefits to (Classic) miscellaneous employees shall consist of:
 1. Final compensation to be based on highest one year’s salary.
 2. Include post-retirement survivor allowance.
 3. Allow 260 days of accrued sick leave to be added to service credit.
 4. Employer Paid member contribution (EPMC).
 5. All other provisions for Classic members as amended in the County PERS contract.

PERS Employees hired after January 2013 fall under PEPRA

- a. County shall provide employees 2% at 62 PERS formula.

- b. Employees will be required to pay at least 50% of normal cost.
- c. Employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- d. PERS benefits to (PEPRA) miscellaneous employees shall consist of:
 - 1. Final compensation is to be based on the three highest years of service.
 - 2. Include post-retirement survivor allowance.
 - 3. Allow 260 days of accrued sick leave to be added to service credit.
 - 4. All other provisions for PEPRA members as amended in the County PERS contract.

Any change in retirement benefits negotiated by ICEA will be applied to Management and Non-Represented Employees.

ARTICLE 21. PERSONNEL RULES

The Personnel Rules are hereby incorporated by reference.

In the event of a conflict between the Personnel Rules and Articles of this Resolution, this Resolution shall prevail. In the event of a conflict between the Personnel Rules and an employment agreement between the County and an employee covered by this Resolution, the employment agreement shall prevail. In the event of a conflict between this Resolution and an employment agreement between the County and an employee covered by this Resolution, the employment agreement shall prevail.

ARTICLE 22. EMPLOYEE ASSISTANCE PROGRAM

The County will provide an Employee Assistance Program.

ARTICLE 23. TRAVEL PAY

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase by the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, the County Travel Policy will be followed.

ARTICLE 24.

Left Blank

ARTICLE 25. OUT OF CLASSIFICATION PAY

Out of Class pay will be paid in accordance with Personnel Rule, Article IV Classification Plan, Rule 4.8.

ARTICLE 26. FLSA EXEMPT, AND REPRESENTED EMPLOYEES

Management employees are FLSA exempt.

Attachment A lists those Non-Represented classifications, which are FLSA exempt.

ARTICLE 27.

Left Blank

ARTICLE 28. UNIFORMS

This resolution covers uniforms for two different groups of employees across three different departments.

1. The County shall provide the necessary uniforms to all Parks & Recreation and Code Enforcement employees covered by this Resolution who are required by the County to wear a uniform.
2. The following applies only to the full-time Probation Manager, and Deputy Chief Probation Officer.
 - a. The County shall provide the employees with a list of the required uniforms.
 - b. The uniform allowance shall be \$800 per year for the purchase, cleaning, replacement, and maintenance of clothing.
 - c. The allowance shall be paid per pay period in the amount of \$30.77.
 - d. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination of replacement or repair will be made by the department. Normal wear and tear of clothing articles is not included.
 - e. New employees (only new employees) will receive a \$200 advancement of uniform allowance, non-accountable plan, to be paid through payroll. The \$200 advancement is to come from the current \$800 annual payment, whereby a new employee's uniform allowance shall be reduced for the proration of the advance payment to \$23.08 per pay period for the first year of employment.

ARTICLE 29. SAFETY SHOES

County shall reimburse each employee covered by this Resolution who is required to wear safety shoes, for purchase, repair or rebuild of required safety shoes, upon presentation of an invoice evidencing payment, up to a maximum of \$150.00 per employee per fiscal year. County shall replace an employee's safety shoes, which are destroyed, excluding normal wear and tear, during the course and scope of employment.

ARTICLE 30. PERFORMANCE EVALUATIONS

County will use the performance evaluation agreed upon in the ICEA MOU.

ARTICLE 31. DRUG-FREE WORKPLACE / DOT DRUG TESTING POLICY

The County will enforce its Alcohol and Drug Abuse policy.

The County will enforce the Alcohol and Drug policy pursuant to the department of Transportation Regulations as amended in accordance with law.

ARTICLE 32. MATERNITY LEAVE OF ABSENCE

Maternity leave is governed by Personnel Rule 10.2.

ARTICLE 33. TUITION REIMBURSEMENT

Employees will be eligible for the Tuition Reimbursement Program approved by the County.

ARTICLE 34. SMOKING

There shall be no smoking, vaping, or chewing of tobacco in any County facility, or County vehicle. Smoking or vaping on County property shall only be allowed in designated smoking areas.

ARTICLE 35. MISTAKEN OVERPAYMENT

Should any employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up to the amount of overpayment. Impacted employee will have the option of deducting between 10% and 100% of the overpayment from any one paycheck until full amount is deducted, however it will not be mandatory that more than 10% of any such employee's net pay shall be deducted from any one paycheck for this purpose.

ARTICLE 36. LETTER OF REPRIMAND

Any Non-Represented employee who receives a letter of reprimand shall be entitled to submit a written response thereto, which shall be placed in such employee's personnel file, along with the written reprimand. While the employee may discuss a reprimand with the Director of Personnel Services who shall have the authority to remove the letter, there shall be no right to grieve or appeal any reprimand, warning, or counseling nor shall there be any formal hearing or review concerning any reprimand, warning, or counseling.

ARTICLE 37.

Left Blank

ARTICLE 38.

Left Blank

ARTICLE 39.

Left Blank

ARTICLE 40. EMERGENCY WAIVER

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Resolution, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the affected Management and Non-Represented employees may meet with the County regarding the impact caused by the suspension of these provisions of this Resolution or any Personnel Rules and Policies.

ARTICLE 41. SEPARABILITY

If any portion of this Resolution 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 or state statute or regulation, or any county ordinance, the remaining provisions of this Resolution, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of the Resolution are severable.

This Resolution shall be in full force and effect from now until amended or rescinded.

ARTICLE 42.

Left Blank

ARTICLE 43.

Left Blank

ARTICLE 44.

Left Blank

PASSED AND ADOPTED this 12th day of December 2023 by the following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

Jennifer Roeser, Chairperson, Inyo County Board of Supervisors

Attest: Nate Greenberg
Clerk of the Board

BY: _____
Darcy Ellis, Assistant Clerk of the Board

ATTACHMENT A - NON-REPRESENTED EMPLOYEES THAT ARE FLSA EXEMPT
ASSISTANT CLERK TO THE BOARD/PUBLIC RELATIONS LIAISON
BUILDING ASSOCIATE OFFICIAL
BUILDING TECHNICAL OFFICIAL
CLINICAL ADMINISTRATOR
EMERGENCY SERVICES MANAGER
LIBRARY DIRECTOR
MUSEUM ADMINISTRATOR
PAYROLL MANAGER
PROBATION MANAGER
PSYCHIATRIST
PUBLIC INFORMATION OFFICER

**ATTACHMENT A
MANAGEMENT NON-REPRESENTED EMPLOYEES
EFFECTIVE JULY 6, 2023**

	4% COLA				
Range	Step A	Step B	Step C	Step D	Step E
039	2,605	2,732	2,872	3,017	3,165
040	2,661	2,792	2,933	3,085	3,239
041	2,730	2,859	3,004	3,154	3,310
042	2,787	2,920	3,073	3,230	3,386
043	2,851	2,990	3,144	3,297	3,466
044	2,919	3,063	3,221	3,382	3,553
045	2,982	3,137	3,290	3,461	3,633
046	3,046	3,213	3,361	3,539	3,720
047	3,127	3,283	3,451	3,616	3,804
048	3,207	3,352	3,522	3,709	3,885
049	3,272	3,435	3,607	3,789	3,977
050	3,347	3,518	3,692	3,872	4,072
051	3,428	3,602	3,776	3,966	4,157
052	3,508	3,677	3,868	4,056	4,262
053	3,593	3,771	3,954	4,144	4,368
054	3,669	3,862	4,046	4,245	4,464
055	3,761	3,941	4,140	4,351	4,573
056	3,852	4,036	4,237	4,450	4,674
057	3,936	4,136	4,341	4,555	4,782
058	4,030	4,230	4,438	4,663	4,903
059	4,128	4,330	4,550	4,777	5,014
060	4,227	4,434	4,656	4,893	5,134
061	4,323	4,538	4,768	5,011	5,251
062	4,427	4,651	4,886	5,119	5,383
063	4,525	4,755	4,999	5,246	5,507
064	4,639	4,867	5,106	5,376	5,636
065	4,742	4,986	5,236	5,500	5,769
066	4,856	5,101	5,363	5,626	5,910
067	4,977	5,226	5,488	5,767	6,041
068	5,099	5,355	5,621	5,896	6,195
069	5,221	5,482	5,755	6,038	6,336
070	5,347	5,618	5,895	6,193	6,502
071	5,470	5,744	6,034	6,332	6,652
072	5,602	5,888	6,176	6,479	6,806
073	5,735	6,025	6,328	6,644	6,975
074	5,875	6,168	6,474	6,803	7,143
075	6,017	6,321	6,626	6,962	7,312
076	6,160	6,467	6,796	7,135	7,490
077	6,306	6,618	6,954	7,304	7,667
078	6,458	6,775	7,118	7,473	7,847
079	6,608	6,943	7,286	7,650	8,037
080	6,769	7,113	7,471	7,842	8,235
081	6,930	7,285	7,646	8,032	8,428
082	7,112	7,458	7,836	8,227	8,635
083	7,285	7,646	8,032	8,420	8,851
084	7,465	7,836	8,227	8,635	9,074
085	7,648	8,032	8,420	8,851	9,299
086	7,837	8,227	8,635	9,074	9,525
087	8,033	8,420	8,851	9,299	9,756
088	8,232	8,635	9,074	9,525	10,003
089	8,439	8,851	9,299	9,756	10,249
090	8,646	9,074	9,525	10,003	10,511
091	8,859	9,299	9,756	10,249	10,765
092	9,079	9,525	10,003	10,511	11,036
093	9,307	9,756	10,249	10,765	11,305
094	9,528	10,003	10,511	11,036	11,589
095	9,764	10,249	10,765	11,305	11,882
096	10,011	10,511	11,036	11,589	12,173
097	10,256	10,765	11,305	11,882	12,470
098	10,515	11,036	11,589	12,173	12,785
099	10,769	11,305	11,882	12,470	13,098

ATTACHMENT C
MANAGEMENT ELECTED OFFICIAL ASSISTANT EMPLOYEES
EFFECTIVE JULY 6, 2023
4% COLA

Range	Step A	Step B	Step C	Step D	Step E
084	7,562	7,934	8,332	8,745	9,189
088	8,337	8,745	9,189	9,647	10,131
097	10,386	10,902	11,448	12,034	12,630

ATTACHMENT D
MCAO- MGMT CONTRACT ASSISTANT CAO, ASSISTANT COUNTY COUNSEL,
CHIEF INFORMATION OFFICER, AND BROADBAND COORDINATOR
EFFECTIVE JULY 6, 2023
4% COLA

Range	Step A	Step B	Step C	Step D	Step E
160	11,553	12,132	12,738	13,374	14,043
170	13,262	13,926	14,622	15,352	16,120

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Allison Krohn
FOR THE PROVISION OF Personal Services

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Allison Krohn, of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Personal Services dated January 5, 2023, on County of Inyo Standard Contract No. 208, for the term from January 5, 2023 to termination.

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:

Attachment B - Schedule of Fees:

4. County will provide a \$750 per month vehicle allowance.
7. County will reimburse employees up to a maximum of \$500 per calendar year for gym equipment or gym fitness memberships (i.e. Yoga, iFit, etc.). Employee seeking a reimbursement shall first pay the cost up-front and obtain proof of payment in order to submit a request for reimbursement to the County. This program is voluntary, and employees will participate on their own time without compensation from the County. This will be paid on calendar year January - December.

The effective date of this Amendment to the Agreement is December 21, 2023.

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

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Allison Krohn
FOR THE PROVISION OF Personal Services

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
12th DAY OF December, 2023.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: AKM _____
Signature

ALLISON KROHN _____
Type or Print

Dated: 12/6/23 _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale _____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Sue D _____
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

NA _____
County Risk Manager

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Christie Martindale
FOR THE PROVISION OF Personal Services

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Christie Martindale of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Personal Services dated November 17, 2017, on County of Inyo Standard Contract No. 208, for the term from November 17, 2017 to termination.

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:

Attachment B - Schedule of Fees:

- 4. County will provide a \$750 per month vehicle allowance.

- 6. County will reimburse employees up to a maximum of \$500 per calendar year for gym equipment or gym fitness memberships (i.e. Yoga, iFit, etc.). Employee seeking a reimbursement shall first pay the cost up-front and obtain proof of payment in order to submit a request for reimbursement to the County. This program is voluntary, and employees will participate on their own time without compensation from the County. This will be paid on calendar year January - December.

The effective date of this Amendment to the Agreement is December 21, 2023.

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

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Christie Martindale
FOR THE PROVISION OF Personal Services

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
12th DAY OF December, 2023

COUNTY OF INYO

By: _____

Dated: _____

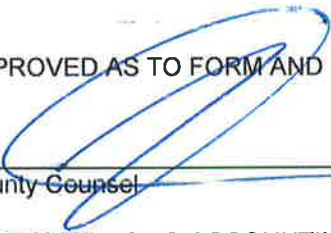
CONTRACTOR

By: Christie Martindale
Signature

Christie Martindale
Type or Print

Dated: 12/06/2023

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:

NA

County Risk Manager

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Carolynn Phillips
FOR THE PROVISION OF Personal Services

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Carolynn Phillips, of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Personal Services dated July 7, 2022, on County of Inyo Standard Contract No. 208, for the term from July 7, 2022 to termination

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:

Attachment B - Schedule of Fees:

- 4. County will provide a \$750 per month vehicle allowance.

- 7. County will reimburse employees up to a maximum of \$500 per calendar year for gym equipment or gym fitness memberships (i.e. Yoga, iFit, etc.). Employee seeking a reimbursement shall first pay the cost up-front and obtain proof of payment in order to submit a request for reimbursement to the County. This program is voluntary, and employees will participate on their own time without compensation from the County. This will be paid on calendar year January - December.

The effective date of this Amendment to the Agreement is December 21, 2023.

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

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Carolynn Phillips
FOR THE PROVISION OF Personal Services

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
12th DAY OF December, 2023.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____
Signature

CAROLYNN Phillips

Type or Print

Dated: 12/6/23

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:

NA

County Risk Manager



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 12, 2023

Reference ID:
2023-4293

Public Hearing and Required SB 402 Report on Adventure Trails Pilot Project Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Justine Kokx, Transportation Planner

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

A) Conduct a public hearing to take public comment on the combined-use pilot project, also known as the Eastern Sierra Adventure Trails System Project; and B) Approve the submittal of an evaluation Report to the Legislature summarizing the pilot project pursuant to SB 402.

BACKGROUND / SUMMARY / JUSTIFICATION:

In January 2015, Inyo County approved the designation of seven combined-use routes to allow certain non-street legal vehicles to be able to drive on County roads to access goods and services and existing OHV recreation facilities. The seven routes that were opened for combined-use were designated per the Vehicle Code AB 628, and extended by SB 1345. SB 402 authorized the project to extend until January 1, 2025, unless extended a third time. Staff has prepared an evaluation report of the project pursuant to SB 402, which sets forth the requirements for the combined-use pilot program: Vehicle Code section 38026.1(f) requires that no later than January 1, 2024:

“ [t]he County of Inyo, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, shall prepare and submit to the Legislature a report evaluating the pilot project, and containing both of the following:

- (1) A description of the road segments designated to allow combined use for over three miles, as approved or adopted by a majority vote of the members of the Inyo County Board of Supervisors.
- (2) An evaluation of the overall safety and effectiveness of the pilot project, including its impact on traffic flows, safety, off-highway vehicle usage on existing trails, incursions into areas not designated for off-highway vehicle usage, and nonmotorized recreation.
- (3) A description of the public comments received at a public hearing held by the county in regards to an evaluation of the pilot project.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	
Budgeted?	Yes / No	Object Code	
Recurrence	One-Time Expenditure / Ongoing Expenditure		

Current Fiscal Year Impact
Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Approve the submittal of the Report to the Legislature, or advise staff to revise the letter.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

California Highway Patrol
California Department of Transportation
City of Los Angeles, Department of Water & Power
Bureau of Land Management, Bishop Field Office
Inyo County Sheriff
California State Legislature

ATTACHMENTS:

1. Draft Report to the Legislature 2024

APPROVALS:

Justine Kokx	Created/Initiated - 12/6/2023
Darcy Ellis	Approved - 12/6/2023
John Vallejo	Approved - 12/6/2023
Amy Shepherd	New -
Nate Greenberg	
Michael Errante	

COUNTY OF INYO

DRAFT REPORT TO LEGISLATURE



Report submitted pursuant to Vehicle Code § 38026.1(f)
Senate Bill 402

January 1, 2024

**County of Inyo
Public Works Department
P.O. Drawer Q, 168 N. Edwards St.
Independence, California 93526**

**COMBINED-USE ROUTES
DESIGNATED PER ASSEMBLY BILL 628 & EXTENDED PER SENATE
BILLS 1345 & 402**

INTRODUCTION

AB 628, creating Vehicle Code section 38026.1, was passed by the Legislature, and signed into Law in 2011, was extended via SB 1345 in 2016, and again in 2019 by SB 402. The bills authorized Inyo County to establish a pilot project and designate specified combined-use highways to link existing off-highway motor vehicle trails and trailheads on federal Bureau of Land Management or United States Forest Service lands, and to link off-highway motor vehicle recreational-use areas with necessary service and lodging facilities, in order to provide a unified linkage of trail systems for off-highway motor vehicles. The pilot project will end on January 1, 2025, unless extended by the Legislature. The submittal of this report to the Legislature does not constitute approval to extend the pilot program. Extension of the pilot program is a separate Legislative process.

Vehicle Code section 38026.1(f) requires that no later than January 1, 2024:

“ [t]he County of Inyo, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, shall prepare and submit to the Legislature a report evaluating the pilot project, and containing both of the following:

- (1) A description of the road segments designated to allow combined use for over three miles, as approved or adopted by a majority vote of the members of the Inyo County Board of Supervisors.
- (2) An evaluation of the overall safety and effectiveness of the pilot project, including its impact on traffic flows, safety, off-highway vehicle usage on existing trails, incursions into areas not designated for off-highway vehicle usage, and nonmotorized recreation.
- (3) A description of the public comments received at a public hearing held by the county in regard to an evaluation of the pilot project.

A summary of the development of the pilot project follows.

BACKGROUND AND HISTORY

The pilot project application was modeled after the Paiute ATV trail system in southwestern Utah that links several small communities. A goal was to do the same here in Inyo County and to link the communities of Lone Pine, Independence, Big Pine, and Bishop. Ultimately, the intent to link multiple communities was not fully realized, partly due to the land ownership patterns and the prevalence of LADWP land on the valley

floor. These dirt roads on LADWP land are currently legal for use by non-street legal OHVs, however LADWP is unwilling to designate these as formal OHV trails and they had concerns over increased use, the potential proliferation of trails, and possible interruptions to their operations or to their leaseholders. Additionally, they had legitimate liability concerns. Though the goal to link combined use routes to businesses and communities between multiple communities was not achieved, it does allow for linkages from the existing communities to federally managed lands in the foothills and the mountains on both sides of the valley.

On October 12, 2012, the Adventure Trails System of the Eastern Sierra, LLC. (Applicant) submitted 38 separate applications to Inyo County. Each application sought County designation of a combined-use route project permitting Off Highway Vehicles (OHV) to share the road with regular vehicular traffic as allowed by Vehicle Code section 38026.1. Each application was for an individual project, collectively referred to as the ATV Adventure Trails of the Eastern Sierra Project. Each application was filed in accordance with both AB 628 and the Implementing Procedures. Several applications were revised in response to County and public agency comments on June 21, 2013. The application packets requested either the County of Inyo designate proposed combined-use routes measuring up to 10 miles long on certain unincorporated County roads; or the City of Bishop to designate combined-use routes of up to 3 miles long on certain roads maintained by the City of Bishop.

Before the Board of Supervisors considered the 38 combined-use applications, the Applicant requested that the Board limit its consideration to just 8 combined-use routes. On January 22, 2015, the Board of Supervisors approved 7 combined-use routes. Of those 7 routes, three were opened in the summer of 2015. The other four were opened in September 2017 after successful negotiations with the Los Angeles Department of Water & Power. The project was extended via SB 1345 in 2016, and again in 2019 by SB 402. Unless extended or signed into law by the State Legislature, the pilot project will sunset on January 1, 2025.

PROJECT SETTING

All of the proposed and designated combined-use routes are on roads which are part of the Inyo County Maintained Mileage System. The designated combined-use routes are focused in the greater Bishop area, Independence and Lone Pine, into adjacent mountain ranges. The land ownership pattern in Owens Valley is very distinctive. The communities are primarily private property though land owned by the Los Angeles Department of Water and Power is interspersed with and adjacent to the communities. Surrounding the communities and in the lower part of the Valley are lands primarily owned by the City of Los Angeles Department of Water and Power. On the alluvial fans are lands owned by the Bureau of Land Management (BLM). BLM lands form a type of “bathtub ring” around the valley. The two exceptions are the southern Inyo Mountains and the Volcanic Tableland north of Bishop. Above the BLM land are properties owned and managed by the Inyo National Forest. A significant portion of Inyo County to the east of the Owens Valley is part of Death Valley National Park. ATVs and non-street legal vehicles are not allowed in any part of Death Valley National Park. The designated combined-use system

was implemented with the cooperation of the BLM, City of Los Angeles Department of Water and Power and the Inyo National Forest.

Several factors have limited these routes to 7. In general, Inyo County does not own the land beneath the roads which are part of the Inyo County Maintained Mileage System. The ownership of the underlying land is typically with the adjoining property owner. A network that truly interconnects and interlinks a combined-use roadway system would require agreements with the City of Los Angeles Department of Water and Power, the BLM, and the Inyo National Forest. There would have to be compliance with the National Environmental Policy Act (NEPA) to obtain an easement on federal lands. Furthermore, opposition to combined-use routes from the Center for Biological Diversity and concerned citizens has limited the scope of the project.

STAKEHOLDER NEGOTIATIONS & LIMITATIONS

The County was limited in its ability to designate combined use routes by the position of the Inyo National Forest and the City of Los Angeles Department of Water and Power. This is described in some depth below.

Inyo National Forest

The Inyo National Forest Service had specific concerns with the project. In particular, the Forest Service was concerned that no right of way agreements or easements had been identified which grant the County authority to maintain the roads on Forest Service lands proposed to be designated as combined use routes. The Forest Service believed that in order for the County to proceed with the portion of the Pilot Project located on USFS land, an agreement between the Forest Service and the County must be in place that clearly describes an easement or right of way for the road that is being used as a part of the Pilot Project. Before the Forest Service could consider entering into such an agreement or granting an easement for the roads, there must be compliance with the National Environmental Policy Act (NEPA). The Forest Service has maintained this position since at least February 2012. County staff's position has been that the roads are part of the County Maintained Mileage System, and that the County has been controlling speeds and maintaining the roads since at least 1948, when the Inyo County Road Register was approved by the Board of Supervisors.

Because no clear jurisdictional agreements have been located for the subject roads the County did not approve any combined-use routes that have a start or an end point on a road that is part of the USFS system.

The County obtained a State Parks Off Highway Motor Vehicle Recreation Division (OHMVRD) grant to fund a portion of the NEPA review for those proposed combined-use routes that travel across USFS land. In 2021, the USFS granted the County easements on two roads near Big Pine, Death Valley Road and County Road.

City of Los Angeles Department of Water and Power (LADWP)

LADWP owns a majority of the land on the Owens Valley floor. LADWP is a utility provider and not necessarily a land manager in the same way as the BLM and Forest Service; however, LADWP is compelled to allow public access to a majority of their land by prior agreements.. During development and early implementation, LADWP had liability and environmental concerns stemming from the potential proliferation of OHV use, because of the designation of combined-use routes. In addition, LADWP was concerned over the ability or lack thereof to enforce trespass laws on its lands. To address this concern, the County passed an ordinance following consultation with LADWP (Inyo County Code, Title 9, VI, Chap. 9.56 DAMAGE FROM OFF HIGHWAY VEHICLES) to facilitate enforcement of off-road vehicle use standards on both Los Angeles-owned land and on lands owned by others. LADWP was also concerned that the potential for increased OHV use resulting from the project will interfere with the implementation of court-mandated environmental projects on Los Angeles-owned lands. After several meetings, the County and LADWP entered into an agreement.

Through these meetings and negotiations with LADWP staff, the County gained permission to use County campgrounds leased from LADWP as combined-use route start points. The County is required to take and submit annually photos from eight specific geographic points for LADWP to monitor OHV impacts on LADWP land (Exhibit G).

LEGISLATION SYNOPSIS

OHV users in Owens Valley are able to ride routes on existing seldom maintained dirt roads that cross LADWP, USFS, and Bureau of Land Management land. With SB 402, the Legislative Counsel's Digest summarized the goal of the legislation as follows:

SB 402, Borgeas. Vehicles: off-highway vehicle recreation: County of Inyo.

Existing law authorizes an off-highway motor vehicle that has been issued a plate or device to be operated or driven upon a highway under certain circumstances. Existing law authorizes various public entities, and the Director of Parks and Recreation, to designate a highway, or portion thereof, for the combined use of regular vehicular traffic and off-highway motor vehicles if certain requirements are met.

Existing law, until January 1, 2020, authorizes the County of Inyo to establish a pilot project that would exempt specified combined-use highways in the unincorporated area in the County of Inyo from this prohibition to link together existing roads in the unincorporated portion of the county to existing trails and trailheads on federal Bureau of Land Management or United States Forest Service lands in order to provide a unified linkage of trail systems for off-highway motor vehicles, as prescribed. Existing law requires the County of Inyo, in consultation with the Department of the

California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, to prepare and submit to the Legislature a report evaluating the effectiveness of the pilot project by January 1, 2019, as specified.

This bill would extend the operation of that pilot project until January 1, 2025, and would require the County of Inyo, in consultation with the above-mentioned entities, to submit an additional evaluation report to the Legislature by January 1, 2024.

SB 402 REQUIREMENTS FOR SUBMITTAL OF REPORT TO CALIFORNIA LEGISLATURE

Route Descriptions

The tables below identify each of the designated combined use routes, describes the start and end points, states the portion of Government Code the route was designated under, states the opening date when non-street legal vehicles were able to start using the route, and provides a description of the combined-use route. Maps can be viewed in Exhibit A.

Bishop Area Route		
#	Start & End Point	Opening Date
5	Brown’s Town Store & Campground to Poleta OHV Open area	September 5, 2017
Route designated provides a link between a necessary service facility and an OHV trail segment		
Route Description: Bishop No. 5 combined use segment provides a link between Browns Town Store & Campground and the Poleta Canyon OHV Open Area. The combined-use route starts by traveling west on Schober Lane, turns left or south onto Sunland Drive, turns east onto Warm Springs Road where it crosses US 395, turns left or north onto Eastside Road, and then turns right or east onto Redding Canyon Road, and then turns left into the Bureau of Land Management managed Poleta Canyon OHV Open Area. The total length of this segment is 9.7 miles.		
The segment starts at the Browns Town Campground and travels west then south then east and finally north across Open Space land zoned for a 40-acre minimum parcel size and land designated State and Federal Lands . This route traverses roads that have a speed limit of 55 mph for street-legal vehicles and 35 mph for non-street legal vehicles in compliance with Assembly Bill 628 / SB 1356.		

Bishop Area Route		
#	Start & End Point	Opening Date
6	Pleasant Valley Campground to an OHV trail segment on BLM land near Horton Creek Campground	September 5, 2017
Route designated provides a link between a necessary service facility and an OHV trail segment		
Route Description: Bishop No. 6 combined use segment provides a link between an OHV Recreation Area and a dirt road or OHV trail segment on BLM land. The combined-use route starts by traveling south on Pleasant Valley Dam Road and crossing US 395 before turning right or west on South Round Valley Road and		

then turning left or south onto Horton Creek Road before turning left or east on a dirt road or BLM trail segment. The total length of this segment is 6.7miles.

The entire segment travels across Open Space land zoned for a 40-acre minimum parcel size and land designated State and Federal Lands and Natural Resources . This route traverses roads that have a speed limit of 55 mph for street-legal vehicles and 35 mph for non-street legal vehicles in compliance with Assembly Bill 628 / SB 1356.

Bishop Area Route		
#	Start & End Point	Opening Date
7	Pleasant Valley Campground to BLM OHV trail segment at the end of Tungsten City Road	September 5, 2017
Route designated provides a link between a necessary service facility and an OHV trail segment		
<p>Route Description: Bishop No. 7 combined use segment provides a link between an OHV Recreation Area and a dirt road or OHV trail segment on BLM land. The combined-use route starts by traveling south on Pleasant Valley Dam Road and crossing US 395 before turning left or east on Sawmill Road and then turning right or south onto Ed Powers Road before turning west on Tungsten City Road until it ends where it meets a dirt road or BLM trail segment. The total length of this segment is 6.4 miles.</p> <p>The route starts adjacent to an area zoned and designated Industrial and the remainder of the route travels across Open Space land zoned for a 40-acre minimum parcel size and land designated State and Federal Lands and Natural Resources . This route traverses roads that have a speed limit of 55 mph for street-legal vehicles and 35 mph for non-street legal vehicles in compliance with Assembly Bill 628 / SB 1356.</p>		

Bishop Area Route		
#	Start & End Point	Opening Date
9	Brown’s Town Store & Campground to an OHV trail segment off of Bir Road on BLM land	September 5, 2017
Route designated provides a link between a necessary service facility and an OHV trail segment		
<p>Route Description: Bishop No. 9 combined use segment provides a link between Brown’s Town Store & Campground and a BLM trail segment off of Bir Rd. Bishop No.9 combined use segment provides a link between Browns Town Store & Campground and an OHV trail segment on BLM land off of Bir Road. The combined-use route starts by traveling west on Schober Lane and crossing Sunland Drive before turning left or south on Barlow Lane and then turning right or southwest at an intersection onto Bir Road before accessing a dirt road or BLM trail segment to the left off of Bir Road. The total length of this segment is 3.8 miles.</p> <p>The route starts adjacent to an area zoned and designated Industrial and the remainder of the route travels across Open Space land zoned for a 40-acre minimum parcel size and land designated State and Federal Lands and Natural Resources . This route traverses roads that have a speed limit of 55 mph for street-legal vehicles and 35 mph for non-street legal vehicles in compliance with Assembly Bill 628 / SB 1356.</p>		

Bishop Area Route		
#	Start & End Point	Opening Date

15	Britt's Diesel to Poleta OHV Open area	August 5, 2015
Route designated provides a link between a necessary service facility and an OHV trail segment		
<p>Route Description: Bishop No. 15 combined use segment provides a link between Britt's Diesel in Laws and the Poleta Canyon OHV Open Area. The combined-use route starts by traveling south on Joe Smith Road, turns left or east onto Silver Canyon Road, turns south onto the Laws – Poleta Road, turns left or east onto Poleta Road, angles right onto Eastside Road, turns left onto Redding Canyon Road, and then turns left into the Bureau of Land Management managed Poleta Canyon OHV Open Area. The total length of this segment is 6.0 miles.</p> <p>The route starts adjacent to an area zoned and designated Industrial and the remainder of the route travels across Open Space land zoned for a 40-acre minimum parcel size and land designated State and Federal Lands and Natural Resources . This route traverses lightly traveled roads that have a speed limit of 55 mph for street-legal vehicles and 35 mph for non-street legal vehicles in compliance with Assembly Bill 628.</p>		

Independence Area Route		
#	Start & End Point	Opening Date
1	Independence Inn to Betty Jumbo Mine Road turn	July 14, 2015
Route designated provides a link between a necessary service facility and an OHV trail segment		
<p>Route Description: Independence No. 1 combined use segment provides a link between the Independence Inn in Independence to Inyo National Forest Road number 36E401 (Betty Jumbo Mine Road) located in the Inyo Mountains east of the community of Independence. The combined-use segment starts at the Independence Inn. The segment continues eastward on Park Street to its intersection with Clay Street. At Clay Street, the segment turns south to its intersection with Mazourka Canyon Road. The segment then turns eastward and follows Mazourka Canyon Road to its intersection with road number 36E401. Road number 36E401 starts on Bureau of Land Management land and is open to use by off-highway vehicles (OHVs) and is considered to be an OHV recreational facility. The total length of this segment is 8.5 miles.</p> <p>The route starts at a motel part of the Central Business District and then travels past a mix of residentially zoned properties, industrially zoned properties and Public zoned properties before heading out toward the edge of town past Rural Residential parcels. Off of the map below to the east is one more Rural Residential parcel and then the remainder of property is zoned Open Space and designated Natural Resources or State and Federal Lands.</p>		

Lone Pine Area Route		
#	Start & End Point	Opening Date
1	Boulder Creek RV Park to N. Fork Lubken Ck	July 24, 2015
Route designated provides a link between a necessary service facility and an OHV trail segment		
<p>Route Description: Lone Pine No. 1 combined use segment provides a link between the Boulder Creek RV Park in Lone Pine to a dirt road on Bureau of Land Management land that goes to the mouth of a canyon on the North Fork of Lubkn Creek Canyon. The combined-use segment starts at the Boulder Creek RV Park and travels west across US Highway 395 and up Lubkn Canyon Road to its intersection with Horseshoe Meadows Road. The segment turns south on Horseshoe Meadows Road to the end of the combined-use segment on a BLM road. The BLM road to the North Fork of Lubken Creek is open to use by off-highway vehicles (OHVs) and is considered to be an OHV recreational facility. The total length of this segment is 4.3 miles.</p> <p>The route starts at an RV Park and Store that is zoned Multiple Residential. The route crosses US 395 and passes to the south of the Foothill Trailer Park before continuing up Lubken Canyon Road on land zoned Open Space. The route continues on Open Space land to its end where it is close to land zoned Rural Residential.</p> <p>The route crosses US 395 and has signage specified by Caltrans.</p>		

EVALUATION – OVERALL SAFETY AND EFFECTIVENESS OF THE PILOT PROGRAM

Pilot Program Impact on Traffic Flows & Safety

County Public staff reached out to the following agencies to obtain their input about the safety and efficacy of the Combined Use routes. Their responses are summarized below and included in Exhibit F, Agency Comments

Inyo County Sheriff

Sergeant Smith, who oversees OHV programming in Inyo County, reported no safety concerns regarding the Combined Use routes in Lone Pine, Independence, and Bishop areas. He has heard no reports of complaints or accidents associated with those routes. The majority of the complaints of illegal OHV use are concentrated in southeast Inyo County, primarily on Old Spanish Trail (OST). Side by sides/OHV riders frequently use OST and Hwy 127 to travel from Dumont Dunes to Shoshone. The Sheriff's Department focuses OHV enforcement resources in that area to address those concerns. There are no combined use routes in southeast Inyo County.

California Highway Patrol

Public Works staff met with Commander Hamilton and Sergeant Gentry at the Bishop headquarters. The California Highway Patrol has received many complaints about OHV use on County and City roads that are not designated for combined use. They reported there is generally a shortage of staffing levels to respond to these types of complaints unless a law enforcement officer were already in the vicinity. Responding to violations such as this is challenging due to the tendency of OHVs to move out of the reported area rather quickly. The CHP expressed support for the continuation, even expansion of the program, which would simplify the enforcement for a very limited number of officers. The Sergeant reported that OHV use of non-designated highways is a regular occurrence, and the areas that surround the OHV recreation sites is a "free-for-all." Safety concerns are related to the lower collision withstanding design features of OHV's. The CHP further requested that County staff improve the signage along the designated routes, to include specific enforcement language with the possibility of fines for not complying with the Vehicle Code.

Department of Transportation

Caltrans reviewed all of the reference maps, crossing locations, and route segments that involve the State Highway System (SHS), including a review of the crash data for these locations, which did not report any crashes involving OHVs. Public Information Officers relayed no public concerns, comments, or questions involving OHVs access to the SHS. Caltrans' analysis of the combined use routes did not reveal any safety concerns or disturbances to the SHS related to this pilot project.

Los Angeles Department of Water & Power

The Los Angeles Department of Water & Power (LADWP) as of the date of their letter (July 19, 2023) had not observed any safety, resource or operational problems on its land relating to the pilot project.

Department of Parks & Recreation

The California Department of Parks & Recreation Off-Highway Motor Recreation Division expressed interest in having Inyo County explore the safety of extending the length of the Combined Use routes.

The Bureau of Land Management

The Bureau of Land Management (BLM) law enforcement division has had no reports or concerns of issues as a direct result of the combined use route system to date, and further clarified that “Even if baseline data was collected and analyzed prior to implementation, there is no way to connect usage on BLM public lands back to the combined use route system pilot project. Simply put, traffic counter data can't distinguish between a combined route user prior to, or during the pilot program. Any increase or decrease in the data could be interpreted through a variety of societal changes including cost of goods and services, weather and road conditions, pandemic related user group behavior, and OHV industry loopholes (street legal OHVs) etc. According to our data, the overwhelming majority of our OHV use is street legal passenger vehicles, cars, trucks and vans. Any problems or concerns would be forecasting issues or disturbances that aren't present with the current system. Obviously if the combined system grew and increased overall connectivity, increased visitation and disturbances could have impacts, but for this particular SB402 report, we shouldn't include the forecasting of future development.”

PUBLIC COMMENT SUMMARY

The Inyo County Public Works Department maintains an email address that is a central repository for collecting public and public agency comments and complaints on the combined-use routes. ab628@inyocounty.us. It is located on the Inyo County Local Transportation website <https://www.inyocounty.us/services/public-works/inyo-county-local-transportation-commission>.

Throughout the history of the project, County staff have received numerous e-mails and communication regarding safety hazards related to OHV use of highways. Their responses are included in Exhibit E, Public Comments

The comments can be divided into several categories.

1. Concerns about the combined-use routes,
2. Observations and concern over OHV activity that is not related to a specific combined-use route, and

3. Support for the combined-use route system.

The County has received 90 comments via website and email since the previous evaluation report to the California Legislature in January 2019 [December 20, 2018 Legislative Report](#). Of these 90 comments, 5 complaints were directly related to a combined-use route. The nature of the complaints related to Route #'s 5, 7, 9, and 15 and cited excessive speed, driving along the shoulder causing dust pollution, driving on the wrong side of the road, route proliferation along Tungsten City Road, and lack of awareness of the vehicular traffic. One commenter cited full support and expressed a desire to expand the combine-use route options to increase access to amenities and services.

Most of the comments describe illegal OHV use throughout the county regardless of combined use designation. The range of the illegal OHV use cited extends from Horseshoe Meadows Road in southern Inyo County near Lone Pine, to Goodale Rd. near Independence, to the northernmost county roads, such as Pine Creek Road and N. Round Valley Road. However, the majority of the complaints focus on county roads around the outskirts of the City of Bishop. West Line St. (Hwy 168 between Manor Market and the Starlight community) is listed 13 times as an area subject to illegal OHV use. Similarly, East Line Street was listed 15 times as conduit for illegal OHV use between the City of Bishop and Poleta OHV area. South Barlow St. was cited 16 times as a pathway for illegal OHV's. Two complaints cited OHV's driving within the downtown sections of the city, including on Warren St., West Line St. in front of City Hall, Fowler St., and West St. Route proliferation was reported in 2023 on Tungsten City Road (Route# 7) This comment included Google Earth imagery to illustrate the changes over time.

Many comments convey a perception that non-combined use street and roads are frequently used as thoroughfares to OHV routes, and there is a general lack of law enforcement. The consultation with the CHP concurred that enforcement is challenging due to the elusive nature of the activity and the limited number of officers to patrol a large geographic area. There is a strong desire among a handful of county residents to increase public awareness of acceptable vs. non-acceptable routes, and for more robust law enforcement of illegal OHV use.

Off-Highway Vehicle Impact on Non-motorized Recreation

The County has received reports of impacts on non-motorized recreation created by the designated combined-use routes. In most instances it is virtually impossible to directly link the combined use routes to the proliferation of illegal trails. An exception to this may be a report of new trail proliferation along Tungsten City Road. A resident familiar with the area asserts that the increase in OHV impacts associated with combined use has negatively impacted equestrian use here.

Satellite imagery of this area between 2013 and 2023 reveals an increase of OHV routes. NAIP aerial photo imagery from 2016 reveals an extensive existing trail network north of Tungsten City Road. This route No. 7 was opened in 2017. These as well as on the ground photos of reported recent disturbance are included in Exhibit E.

Route Monitoring & Photo Points

Photo Point monitoring occurred from July 2016, October 2016, December 2017, October 2018, December 2019, and September 2022, and October 2023. Photos of 8 locations are included in Exhibit G. The monitor looked for new roads that were being made adjacent to the combined-use routes. Very little obvious evidence of new incursions was observed. An exception was in 2017 at Warm Springs point, where vehicles maneuvered around the standing water and created a new path. Evidence of the disturbance appeared to have dissipated in subsequent years with significant new vegetation growth. The photo monitoring reveals vegetation growth varies greatly between drought and wetter years. The point at Bir and Barlow Roads is difficult to assess due to the varied vantage points of the photographers. This is a popular parking & launching point for OHV's and mountain biking. A full blown road can be seen in 2022, whereas in 2016 and 2017 the location had two tire tracks and what looks like some minimal disturbance amid the vegetation.

County staff monitored the signage along the combined-use routes. Staff coordinated with Road Department staff to make sure that any damaged signage was removed and replaced. It was observed after the wet winters and springs of 2017 and 2023 that plants would grow up and obscure the signage. This was communicated to the Road Department who cleared the edge of the roadway. In 2022, local OHV users reported that several of the route signs in the Bishop area were broken or missing or had been disturbed by right-of-way maintenance practices. Public Works staff inventoried the signs and reported the need for sign replacement to the Road Department staff. New signs were ordered and replaced where needed. Evidence of OHVs driving on the road shoulder was observed in a couple of locations. In 2023, the same staff noticed a lack of carsonite signs in the same area and notified the Road Dept of replacement signage needs.

In 2022, additional signage was placed at Schober and Highway 395 to clearly mark the end of a route. In 2023, in response to the route proliferation reports on Tungsten City Road, the Road Dept. replaced existing carsonite signage with the high visibility white rectangular sign to indicate the termination of a route at Ed Powers Road. Staff assessed Route No. 1 for sign needs in October 2023. Several carsonite reassurance signs were replaced in November along Lubkin Cyn Rd and Horseshoe Meadows Rd due to missing signage.

A previous monitoring report included suggestions to make the signage clearer to the combined-use route user. Public Works Department staff recommended signs that read "street legal only" or a no ATVs symbol (an ATV with a red circle around it) with a line across it to try and discourage ATVs from leaving the designated combined-use routes. As of the date of this report this has not been completed. Public Works staff will work with Road dept staff to add these high visibility decals to the existing "End of Combined Use Route" signs.

Traffic Counts

Traffic count reports were included from December 2015, December 2016, and from 2017-2018 that are included in Exhibit I. The December 2015 count was generated by

Traffic Works, a consulting firm based out of Reno, Nevada. The December 2016 count was generated by Road Department staff using an electronic traffic classifier that measured vehicle length and vehicle speed. This technology did not allow staff to differentiate between street legal motorcycles and ATV/UTVs. For the last traffic count, a video traffic counter was used. Staff had technical difficulties with this medium and eventually finished the count using a camera with a stop motion detector.

Due to the ambiguity in assessing ATV use traffic counts **were halted until 2023**. The results for the traffic counters generally show that very few ATVs/UTVs (or similar sized vehicles) were driving on the designated combined-use routes. Despite this, the usefulness of the traffic counts to discern trends was limited by the lack of consistency in terms of timing of the counts, locations of the counts, and type(s) of counter used. Future counts should ideally be conducted at the same locations, and at the same time of year. These counts have been typically conducted in the late fall. The counts would capture a better reflection of actual use if conducted during the summer, when OHV activity is at its peak.

Reference Material Available on the Inyo County website

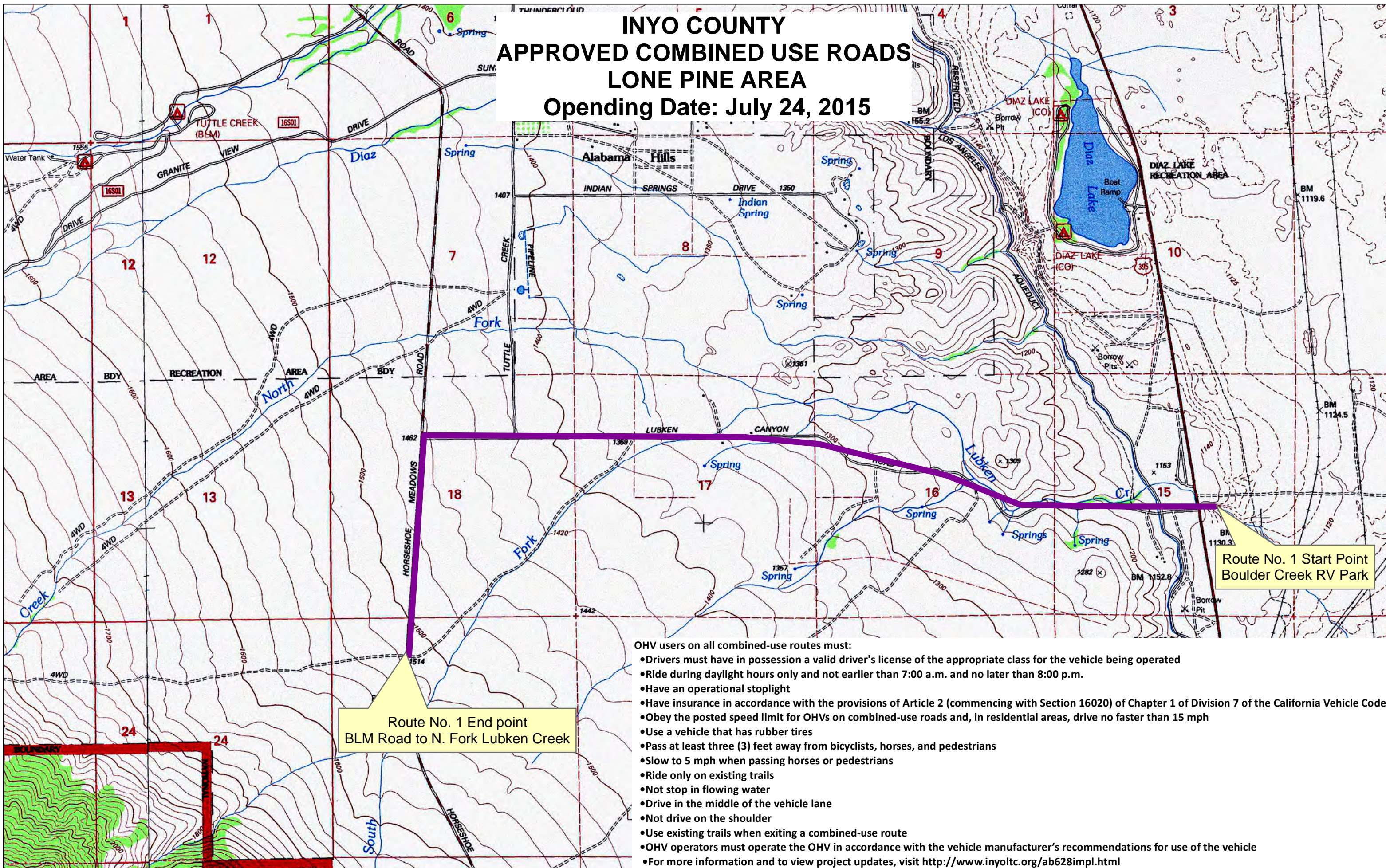
- a) December 15, 2015 Legislative Report
<https://www.inyocounty.us/sites/default/files/2023-11/Final%20Report.pdf>
- b) December 20, 2018 Legislative Report
<https://www.inyocounty.us/sites/default/files/2022-08/Report%20to%20Legislature%20122018%20AB628%20SB1345.pdf>
- c) January 1, 2022 Legislative Report
<https://www.inyocounty.us/sites/default/files/2022-08/Amended%20Report%20to%20Legislature%202022.pdf>
- d) Agenda Request Packet for January 22, 2015 approval hearing
[https://bos-archive.inyocounty.us/Agenda/2015-01-22 \(Special Meeting\).pdf](https://bos-archive.inyocounty.us/Agenda/2015-01-22%20(Special%20Meeting).pdf)
- e) Minutes from the January 22, 2015 Board of Supervisors meeting can be viewed at [https://bos-archive.inyocounty.us/Minutes/2015-01-22 \(Special Meeting\).pdf](https://bos-archive.inyocounty.us/Minutes/2015-01-22%20(Special%20Meeting).pdf)
- f) Inyo County AB 628 Implementing Procedures
<https://www.inyocounty.us/sites/default/files/2023-11/Inyo%20County%20AB%20628%20Implementing%20Procedures.pdf>

Exhibit A

Approved Route Maps

INYO COUNTY APPROVED COMBINED USE ROADS LONE PINE AREA

Opening Date: July 24, 2015



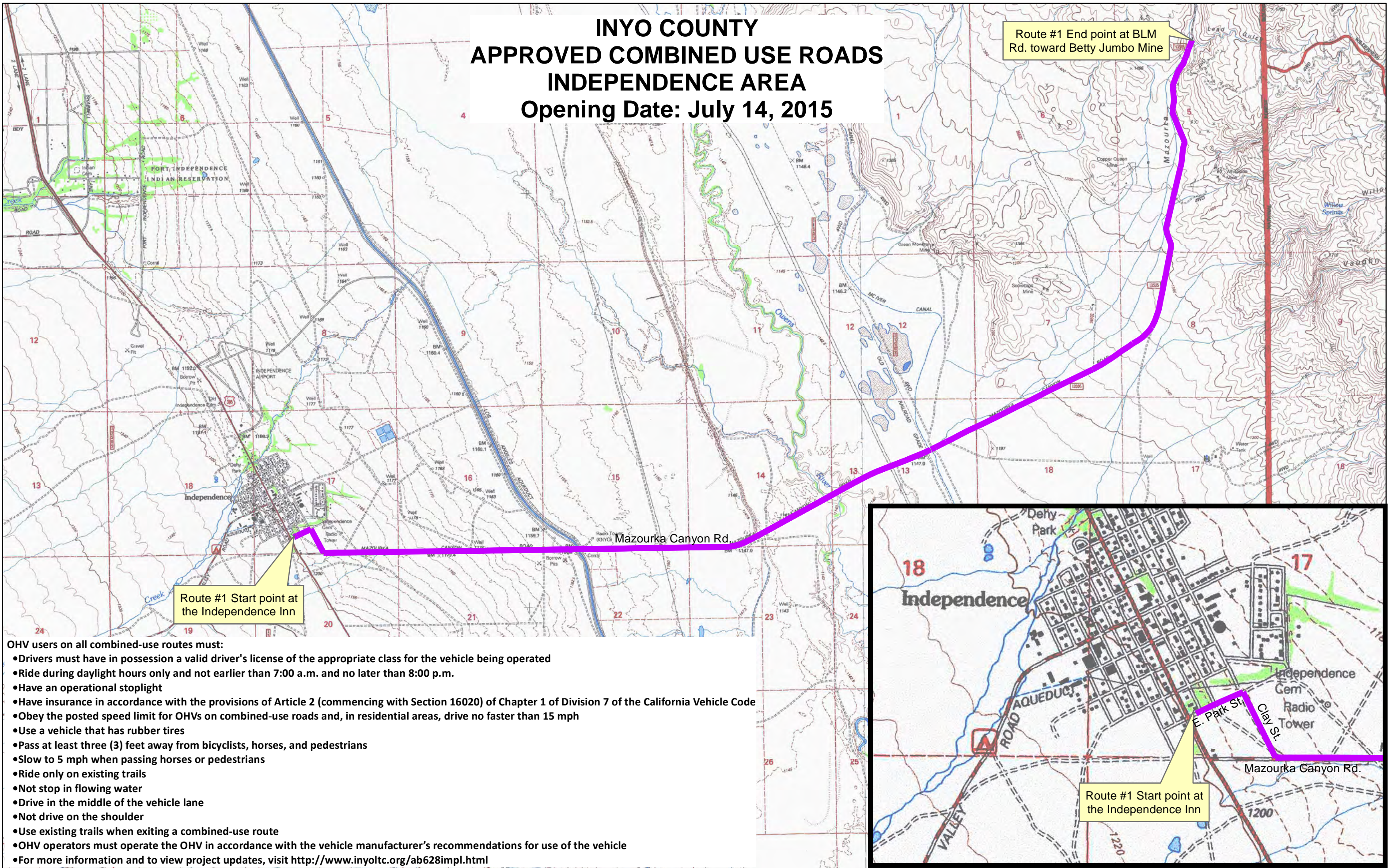
Route No. 1 Start Point
Boulder Creek RV Park

Route No. 1 End point
BLM Road to N. Fork Lubken Creek

OHV users on all combined-use routes must:

- Drivers must have in possession a valid driver's license of the appropriate class for the vehicle being operated
- Ride during daylight hours only and not earlier than 7:00 a.m. and no later than 8:00 p.m.
- Have an operational stoplight
- Have insurance in accordance with the provisions of Article 2 (commencing with Section 16020) of Chapter 1 of Division 7 of the California Vehicle Code
- Obey the posted speed limit for OHVs on combined-use roads and, in residential areas, drive no faster than 15 mph
- Use a vehicle that has rubber tires
- Pass at least three (3) feet away from bicyclists, horses, and pedestrians
- Slow to 5 mph when passing horses or pedestrians
- Ride only on existing trails
- Not stop in flowing water
- Drive in the middle of the vehicle lane
- Not drive on the shoulder
- Use existing trails when exiting a combined-use route
- OHV operators must operate the OHV in accordance with the vehicle manufacturer's recommendations for use of the vehicle
- For more information and to view project updates, visit <http://www.inyoltc.org/ab628impl.html>

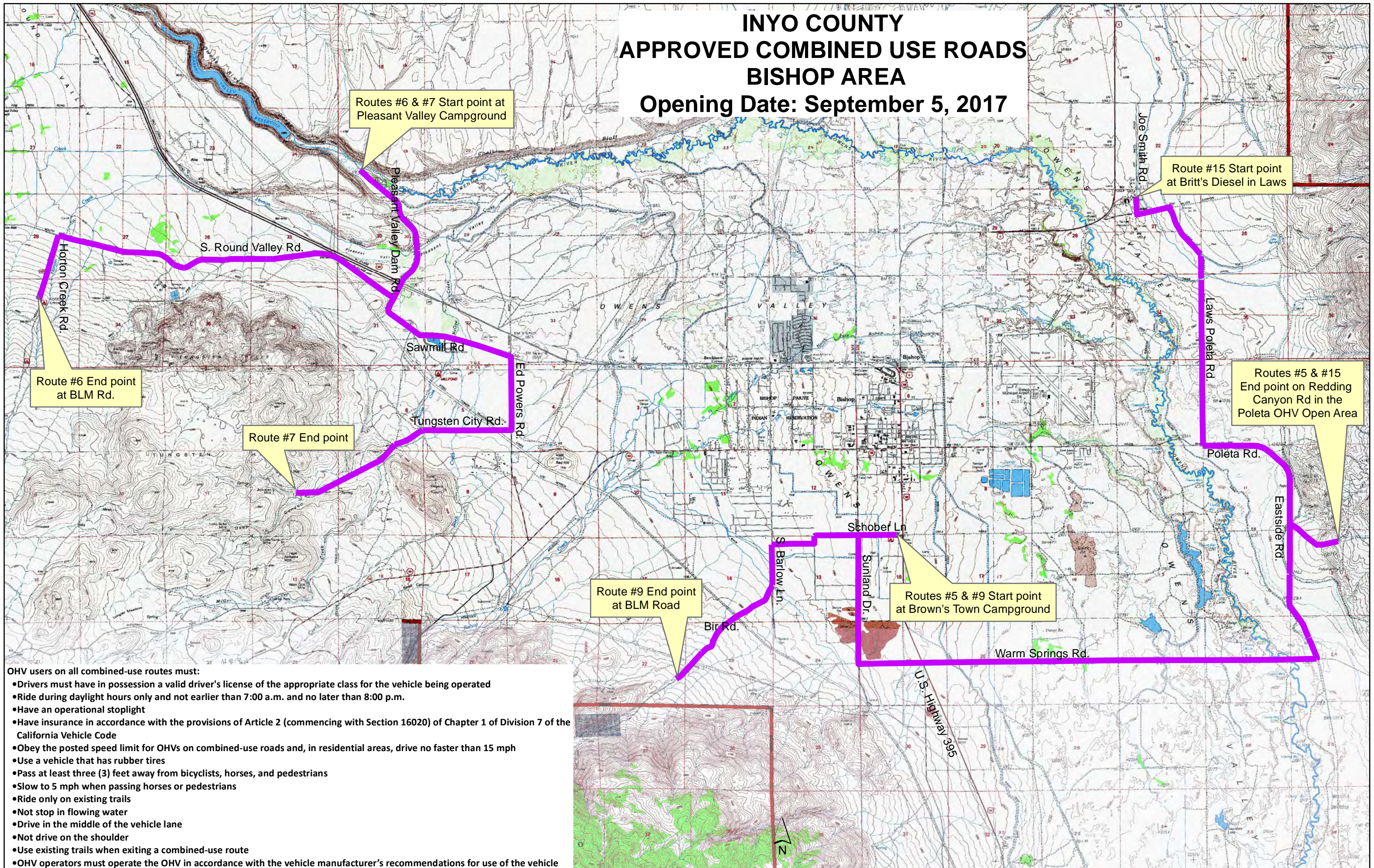
INYO COUNTY APPROVED COMBINED USE ROADS INDEPENDENCE AREA Opening Date: July 14, 2015



- OHV users on all combined-use routes must:**
- Drivers must have in possession a valid driver's license of the appropriate class for the vehicle being operated
 - Ride during daylight hours only and not earlier than 7:00 a.m. and no later than 8:00 p.m.
 - Have an operational stoplight
 - Have insurance in accordance with the provisions of Article 2 (commencing with Section 16020) of Chapter 1 of Division 7 of the California Vehicle Code
 - Obey the posted speed limit for OHVs on combined-use roads and, in residential areas, drive no faster than 15 mph
 - Use a vehicle that has rubber tires
 - Pass at least three (3) feet away from bicyclists, horses, and pedestrians
 - Slow to 5 mph when passing horses or pedestrians
 - Ride only on existing trails
 - Not stop in flowing water
 - Drive in the middle of the vehicle lane
 - Not drive on the shoulder
 - Use existing trails when exiting a combined-use route
 - OHV operators must operate the OHV in accordance with the vehicle manufacturer's recommendations for use of the vehicle
 - For more information and to view project updates, visit <http://www.inyoltc.org/ab628impl.html>

INYO COUNTY APPROVED COMBINED USE ROADS BISHOP AREA

Opening Date: September 5, 2017



Routes #6 & #7 Start point at Pleasant Valley Campground

Route #15 Start point at Britt's Diesel in Laws

Route #6 End point at BLM Rd.

Route #7 End point

Routes #5 & #15 End point on Redding Canyon Rd in the Poleta OHV Open Area

Route #9 End point at BLM Road

Routes #5 & #9 Start point at Brown's Town Campground

- OHV users on all combined-use routes must:
- Drivers must have in possession a valid driver's license of the appropriate class for the vehicle being operated
 - Ride during daylight hours only and not earlier than 7:00 a.m. and no later than 8:00 p.m.
 - Have an operational stoplight
 - Have insurance in accordance with the provisions of Article 2 (commencing with Section 16020) of Chapter 1 of Division 7 of the California Vehicle Code
 - Obey the posted speed limit for OHVs on combined-use roads and, in residential areas, drive no faster than 15 mph
 - Use a vehicle that has rubber tires
 - Pass at least three (3) feet away from bicyclists, horses, and pedestrians
 - Slow to 5 mph when passing horses or pedestrians
 - Ride only on existing trails
 - Not stop in flowing water
 - Drive in the middle of the vehicle lane
 - Not drive on the shoulder
 - Use existing trails when exiting a combined-use route
 - OHV operators must operate the OHV in accordance with the vehicle manufacturer's recommendations for use of the vehicle

Exhibit B

AB 628

Exhibit B

CALIFORNIA 2011 LEGISLATIVE SERVICE
2011 Portion of 2011-2012 Regular Session

Additions are indicated by **Text**; deletions by
***.

Vetoes are indicated by ~~Text~~;
stricken material by **Text**.

CHAPTER 532
A.B. No. 628
OFF ROAD VEHICLES--MOTORCYCLES--PILOT PROGRAMS

AN ACT to amend Sections 38026 and 38026.5 of, and to add and repeal Section 38026.1 of, the Vehicle Code, relating to vehicles.

[Filed with Secretary of State October 7, 2011.]

LEGISLATIVE COUNSEL'S DIGEST

AB 628, Conway. Vehicles: off-highway vehicle recreation: County of Inyo.

Existing law authorizes an off-highway motor vehicle that has been issued a plate or device to be operated or driven upon a highway under certain circumstances. Existing law authorizes various public entities, and the Director of Parks and Recreation, to designate a highway, or portion thereof, for the combined use of regular vehicular traffic and off-highway motor vehicles if certain requirements are met. Existing law prohibits a highway from being designated for this combined use for a distance of more than 3 miles.

This bill would, until January 1, 2017, authorize the County of Inyo to establish a pilot project that would exempt from this prohibition specified combined-use highways, except as provided, in the unincorporated area in the County of Inyo so that the highways can be used to link existing off-highway motor vehicle trails and trailheads on federal Bureau of Land Management or United States Forest Service lands, and to link off-highway motor vehicle recreational-use areas with necessary service and lodging facilities, in order to provide a unified linkage of trail systems for off-highway motor vehicles, among other things, as prescribed.

The bill would authorize the pilot project to include the use of a state highway, subject to the approval of the Department of Transportation, or the crossing of a highway, and would require the County of Inyo to indemnify the state, as specified. The bill would require the County of Inyo, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, not later than January 1, 2016, to prepare and submit to the Legislature a report evaluating the effectiveness of the pilot project, and containing specified information.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

- (a) Inyo County is a rural county with a population of 17,945 residents.
- (b) Inyo County is comprised of 10,140 square miles.
- (c) Inyo County is the second largest county in the United States in area, yet only 2 percent of this land is inhabited.
- (d) Ninety-two percent of land in Inyo County is federally administered public lands.
- (e) Inyo County has outstanding natural diversity, including Mount Whitney in the eastern Sierra, which is the highest peak in the contiguous United States, as well as Death Valley, which is the lowest point in the United States and the largest national park in the contiguous United States.
- (f) With six million acres of public land, Inyo County offers numerous opportunities to explore and recreate.

SEC. 2. It is the intent of the Legislature in enacting this act and designating combined-use highways on unincorporated county roads in the County of Inyo for more than three miles to link existing roads in the unincorporated portion of the county to existing trails and trailheads on federal Bureau of Land Management or United States Forest Service lands in order to provide a unified system of trails for off-highway motor vehicles. It is further the intent of the Legislature that no General Fund moneys be expended for the pilot project established by this act, and the project will be revenue neutral to the state.

SEC. 3. Section 38026 of the Vehicle Code is amended to read:

<< CA VEHICLE § 38026 >>

38026. (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.

SEC. 4. Section 38026.1 is added to the Vehicle Code, to read:

<< CA VEHICLE § 38026.1 >>

38026.1. (a) Except as provided in subdivision (e), the County of Inyo may establish a pilot project to designate combined-use highways on unincorporated county roads in the county for no more than 10 miles so that the combined-use highways can be used to link existing off-highway motor vehicle trails and trailheads on federal Bureau of Land Management or United States Forest Service lands, and to link off-highway motor vehicle recreational-use areas with necessary service and lodging facilities, in order to provide a unified system of trails for off-highway motor vehicles, preserve traffic safety, improve natural resource protection, reduce off-highway vehicle trespass on private land, and minimize impacts on county residents.

(b) The pilot project shall do all of the following:

(1) Prescribe a procedure for highway, road, or route selection and designation. The procedure shall be approved by a vote of a majority of the Inyo County Board of Supervisors.

(2) Prescribe a procedure for the county to remove a combined-use designation, including a designation that is removed as a result of the conclusion of the pilot program.

(3) In cooperation with the Department of Transportation, establish uniform specifications and symbols for signs, markers, and traffic control devices to control off-highway motor vehicles, including, but not limited to, the following:

(A) Devices to warn of dangerous conditions, obstacles, or hazards.

(B) Designations of the right-of-way for regular vehicular traffic and off-highway motor vehicles.

(C) A description of the nature and destination of the off-highway motor vehicle trail.

(D) Warning signs for pedestrians and motorists of the presence of off-highway motor vehicle traffic.

(4) Require that off-highway motor vehicles subject to the pilot project meet the safety requirements of federal and state law regarding proper drivers' licensing, helmet usage, and the requirements pursuant to Section 38026.5.

(5) Prohibit off-highway motor vehicles from traveling faster than 35 miles per hour on highways designated under this section.

(6) Include an opportunity for public comment at a public hearing held by the county in order to evaluate the pilot project.

(c) The pilot project may include use of a state highway, subject to the approval of the Department of Transportation, or any crossing of a highway designated pursuant to Section 38025.

(d)(1) By selecting and designating a highway for combined use pursuant to this section, the County of Inyo agrees to defend and indemnify the state against any and all claims, including legal defense and liability arising from a claim, for any safety-related losses or injuries arising or resulting from use by off-highway motor vehicles of a highway designated as a combined-use highway by the Inyo County Board of Supervisors pursuant to this section.

(2) This subdivision does not alter the requirements of subdivision (e).

(e) The County of Inyo shall not designate a highway for combined use pursuant to this section unless the Commissioner of the Department of the California Highway Patrol finds that designating the highway for combined use would not create a potential traffic safety hazard.

(f) Not later than January 1, 2016, the County of Inyo, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, shall prepare and submit to the Legislature a report evaluating the pilot project, and containing both of the following:

(1) A description of the road segments designated to allow combined use for over three miles, as approved or adopted by a majority vote of the members of the Inyo County Board of Supervisors.

(2) An evaluation of the overall safety and effectiveness of the pilot project, including its impact on traffic flows, safety, off-highway vehicle usage on existing trails, incursions into areas not designated for off-highway vehicle usage, and nonmotorized recreation.

(3) A description of the public comments received at a public hearing held by the county in regards to an evaluation of the pilot project.

(g)(1) A report submitted pursuant to subdivision (f) shall be submitted in compliance with Section 9795 of the Government Code.

(2) This section shall remain in effect only until January 1, 2017, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2017, deletes or extends that date.

SEC. 5. Section 38026.5 of the Vehicle Code is amended to read:

<< CA VEHICLE § 38026.5 >>

38026.5. (a) In accordance with subdivision (c) of Section 4000, a motor vehicle issued a plate or device pursuant to Section 38160 may be operated or driven on a local highway, or a portion ~~***~~ **of the local highway, that** is designated pursuant to Section 38026 **or 38026.1** if the operation is in conformance with ~~***~~ **this** code and the vehicle complies with off-highway vehicle equipment requirements specified in this division.

(b) Notwithstanding subdivision (a), it is unlawful for **a** person using an off-highway vehicle on a combined-use highway to do any of the following:

(1) Operate an off-highway motor vehicle on the highway during the hours of darkness.

(2) Operate **a** vehicle on the highway **that** does not have an operational stoplight.

(3) Operate **a** vehicle on the highway **that** does not have rubber tires.

(4) Operate **a** vehicle without a valid driver's license of the appropriate class for the vehicle operation in possession.

(5) Operate **a** vehicle on the highway without complying with ~~***~~Article 2 (commencing with Section 16020) of Chapter 1 of Division 7.

CA LEGIS 532 (2011)

END OF DOCUMENT

Exhibit C

SB 1345

Senate Bill No. 1345

CHAPTER 217

An act to amend Section 38026.1 of the Vehicle Code, relating to vehicles.

[Approved by Governor August 26, 2016. Filed with Secretary of State August 26, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1345, Berryhill. Vehicles: off-highway vehicle recreation: County of Inyo.

Existing law authorizes an off-highway motor vehicle that has been issued a plate or device to be operated or driven upon a highway under certain circumstances. Existing law authorizes various public entities, and the Director of Parks and Recreation, to designate a highway, or portion thereof, for the combined use of regular vehicular traffic and off-highway motor vehicles if certain requirements are met. Existing law prohibits a highway from being designated for this combined use for a distance of more than 3 miles.

Existing law, until January 1, 2017, authorizes the County of Inyo to establish a pilot project that would exempt specified combined-use highways in the unincorporated area in the County of Inyo from this prohibition to link together existing roads in the unincorporated portion of the county to existing trails and trailheads on federal Bureau of Land Management or United States Forest Service lands in order to provide a unified linkage of trail systems for off-highway motor vehicles, as prescribed. Existing law requires the County of Inyo, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, to prepare and submit to the Legislature a report evaluating the effectiveness of the pilot project by January 1, 2016, as specified.

This bill would extend the operation of these provisions until January 1, 2020, and would extend the reporting deadline until January 1, 2019. For purposes of the pilot project described above, the bill would prohibit a combined-use highway road segment from exceeding 10 miles, except as specified.

DIGEST KEY

Vote: MAJORITY Appropriation: NO Fiscal Committee: YES Local Program: NO

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

It is the intent of the Legislature in enacting this act to develop additional data to better evaluate whether a combined-use highways system is workable in the County of Inyo. It is further the intent of the Legislature that no General Fund moneys be expended for the pilot project established by this act, and the project will be revenue neutral to the state.

SEC. 2.

Section 38026.1 of the Vehicle Code is amended to read:

38026.1.

(a) Except as provided in subdivision (e), the County of Inyo may establish a pilot project to designate combined-use highways on unincorporated county roads in the county for no more than 10 miles so that the combined-use highways can be used to link existing off-highway motor vehicle trails and trailheads on federal Bureau of Land Management or United States Forest Service lands, and to link off-highway motor vehicle recreational-use areas with necessary service and lodging facilities, in order to provide a unified system of trails for off-highway motor vehicles, preserve traffic safety, improve natural resource protection, reduce off-highway vehicle trespass on private land, and minimize impacts on county residents.

(b) A pilot project established pursuant to this section shall do all of the following:

(1) Prescribe a procedure for highway, road, or route selection and designation. The procedure shall be approved by a vote of a majority of the county's board of supervisors.

(2) Prescribe a procedure for the county to remove a combined-use designation, including a designation that is removed as a result of the conclusion of the pilot program.

(3) In cooperation with the Department of Transportation, establish uniform specifications and symbols for signs, markers, and traffic control devices to control off-highway motor vehicles, including, but not limited to, the following:

(A) Devices to warn of dangerous conditions, obstacles, or hazards.

(B) Designations of the right-of-way for regular vehicular traffic and off-highway motor vehicles.

(C) A description of the nature and destination of the off-highway motor vehicle trail.

(D) Warning signs for pedestrians and motorists of the presence of off-highway motor vehicle traffic.

(4) Require that off-highway motor vehicles subject to the pilot project meet the safety requirements of federal and state law regarding proper drivers' licensing, helmet usage, and the requirements pursuant to Section 38026.5.

(5) Prohibit off-highway motor vehicles from traveling faster than 35 miles per hour on highways designated under this section.

(6) (A) Prohibit a combined-use highway road segment designated under this section from exceeding 10 miles.

(B) Notwithstanding subparagraph (A), two or more combined-use highway road segments may share a common starting point or ending point and may partially overlap as long as the resulting network of the highway road segments does not include more than three distinct locations of shared starting or ending points, or both.

(7) Include an opportunity for public comment at a public hearing held by the county in order to evaluate the pilot project.

(c) A pilot project established pursuant to this section may include use of a state highway, subject to the approval of the Department of Transportation, or any crossing of a highway designated pursuant to Section 38025.

(d) (1) By selecting and designating a highway for combined use pursuant to this section, the county agrees to defend and indemnify the state against any and all claims, including legal defense and liability arising from a claim, for any safety-related losses or injuries arising or resulting from use by off-highway motor vehicles of a highway designated as a combined-use highway by the county's board of supervisors pursuant to this section.

(2) This subdivision does not alter the requirements of subdivision (e).

(e) The county shall not designate a highway for combined use pursuant to this section unless the Commissioner of the Department of the California Highway Patrol finds that designating the highway for combined use would not create a potential traffic safety hazard.

(f) Not later than January 1, 2019, the County of Inyo, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, shall prepare and submit to the Legislature a report evaluating the pilot project, and containing all of the following:

(1) A description of the road segments designated to allow combined use for over three miles, as approved or adopted by a majority vote of the members of the Inyo County Board of Supervisors.

(2) An evaluation of the overall safety and effectiveness of the pilot project, including its impact on traffic flows, safety, off-highway vehicle usage on existing trails, incursions into areas not designated for off-highway vehicle usage, and nonmotorized recreation.

(3) A description of the public comments received at a public hearing held by the county in regards to an evaluation of the pilot project.

(g) (1) A report submitted pursuant to subdivision (f) shall be submitted in compliance with Section 9795 of the Government Code.

(2) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Exhibit D

SB 402

Exhibit D

Senate Bill No. 402

CHAPTER 211

An act to amend Section 38026.1 of the Vehicle Code, relating to vehicles.

[Approved by Governor August 30, 2019. Filed with Secretary
of State August 30, 2019.]

legislative counsel's digest

SB 402, Borgeas. Vehicles: off-highway vehicle recreation: County of Inyo.

Existing law authorizes an off-highway motor vehicle that has been issued a plate or device to be operated or driven upon a highway under certain circumstances. Existing law authorizes various public entities, and the Director of Parks and Recreation, to designate a highway, or portion thereof, for the combined use of regular vehicular traffic and off-highway motor vehicles if certain requirements are met.

Existing law, until January 1, 2020, authorizes the County of Inyo to establish a pilot project that would exempt specified combined-use highways in the unincorporated area in the County of Inyo from this prohibition to link together existing roads in the unincorporated portion of the county to existing trails and trailheads on federal Bureau of Land Management or United States Forest Service lands in order to provide a unified linkage of trail systems for off-highway motor vehicles, as prescribed. Existing law requires the County of Inyo, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, to prepare and submit to the Legislature a report evaluating the effectiveness of the pilot project by January 1, 2019, as specified.

This bill would extend the operation of that pilot project until January 1, 2025, and would require the County of Inyo, in consultation with the above-mentioned entities, to submit an additional evaluation report to the Legislature by January 1, 2024.

The bill would also require the County of Inyo, in consultation with the Department of Fish and Wildlife and the Great Basin Unified Air Pollution Control District, to submit a report, as specified, to the Legislature by January 1, 2022, regarding the operation and impact of these highways.

The people of the State of California do enact as follows:

SECTION 1. It is the intent of the Legislature in enacting this act to continue to better evaluate whether a combined-use highways system is workable in the County of Inyo. It is further the intent of the Legislature

Exhibit D

Ch. 211

— 2 —

that no General Fund moneys be expended for the pilot project extension authorized by this act, and the project will be revenue neutral to the state.

SEC. 2. Section 38026.1 of the Vehicle Code is amended to read:

38026.1. (a) Except as provided in subdivision (e), the County of Inyo may establish a pilot project to designate combined-use highways on unincorporated county roads in the county for no more than 10 miles so that the combined-use highways can be used to link existing off-highway motor vehicle trails and trailheads on federal Bureau of Land Management or United States Forest Service lands, and to link off-highway motor vehicle recreational-use areas with necessary service and lodging facilities, in order to provide a unified system of trails for off-highway motor vehicles, preserve traffic safety, improve natural resource protection, reduce off-highway vehicle trespass on private land, and minimize impacts on county residents.

(b) A pilot project established pursuant to this section shall do all of the following:

(1) Prescribe a procedure for highway, road, or route selection and designation. The procedure shall be approved by a vote of a majority of the county's board of supervisors.

(2) Prescribe a procedure for the county to remove a combined-use designation, including a designation that is removed as a result of the conclusion of the pilot program.

(3) In cooperation with the Department of Transportation, establish uniform specifications and symbols for signs, markers, and traffic control devices to control off-highway motor vehicles, including, but not limited to, all of the following:

(A) Devices to warn of dangerous conditions, obstacles, or hazards.

(B) Designations of the right-of-way for regular vehicular traffic and off-highway motor vehicles.

(C) A description of the nature and destination of the off-highway motor vehicle trail.

(D) Warning signs for pedestrians and motorists of the presence of off-highway motor vehicle traffic.

(4) Require that off-highway motor vehicles subject to the pilot project meet the safety requirements of federal and state law regarding proper drivers' licensing, helmet usage, and the requirements specified in Section 38026.5.

(5) Prohibit off-highway motor vehicles from traveling faster than 35 miles per hour on highways designated under this section.

(6) (A) Prohibit a combined-use highway road segment designated under this section from exceeding 10 miles.

(B) Notwithstanding subparagraph (A), two or more combined-use highway road segments may share a common starting point or ending point and may partially overlap as long as the resulting network of the highway road segments does not include more than three distinct locations of shared starting or ending points, or both.

(7) Include an opportunity for public comment at a public hearing held by the county in order to evaluate the pilot project.

(c) A pilot project established pursuant to this section may include use of a state highway, subject to the approval of the Department of Transportation, or any crossing of a highway designated pursuant to Section 38025.

(d) (1) By selecting and designating a highway for combined use pursuant to this section, the county agrees to defend and indemnify the state against any and all claims, including legal defense and liability arising from a claim, for any safety-related losses or injuries arising or resulting from use by off-highway motor vehicles of a highway designated as a combined-use highway by the county's board of supervisors pursuant to this section.

(2) This subdivision does not alter the requirements of subdivision (e).

(e) The county shall not designate a highway for combined use pursuant to this section unless the Commissioner of the Department of the California Highway Patrol finds that designating the highway for combined use would not create a potential traffic safety hazard.

(f) (1) Not later than January 1, 2019, the County of Inyo, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, shall prepare and submit to the Legislature a report evaluating the pilot project, and containing all of the following:

(A) A description of the road segments designated to allow combined use for over three miles, as approved or adopted by a majority vote of the members of the Inyo County Board of Supervisors.

(B) An evaluation of the overall safety and effectiveness of the pilot project, including its impact on traffic flows, safety, off-highway vehicle usage on existing trails, incursions into areas not designated for off-highway vehicle usage, and nonmotorized recreation.

(C) A description of the public comments received at a public hearing held by the county in regards to an evaluation of the pilot project.

(2) On or before January 1, 2024, the County of Inyo, in consultation with the entities listed in paragraph (1), shall prepare and submit a report to the Legislature that includes the information specified in paragraph (1).

(g) On or before January 1, 2022, the County of Inyo, in consultation with the Department of Fish and Wildlife and the Great Basin Unified Air Pollution Control District, shall prepare and submit a report to the Legislature on the operation and impacts of the Adventure Trail System combined use highways designated pursuant to this section, and the portions of any adjoining trails in close proximity to those highways, including impacts to neighboring lands affected by the system, if any. The report shall include the latest available information, including but not limited to impacts on cultural resources and archaeological sites, streambed modifications and water quality impacts, impacts on protections for wildlife and aquatic habitat, native plants, and wildlife, traffic, particulate pollution, and noise.

(h) (1) The reports submitted pursuant to subdivisions (f) and (g) shall be submitted in compliance with Section 9795 of the Government Code.

Exhibit D

Ch. 211

— 4 —

(2) This section shall remain in effect only until January 1, 2025, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2025, deletes or extends that date.

O

Exhibit E

Public Comments

	A	B	C	D
1	Exhibit E	Public Comments		
2	Commenter	Comment Category	Date	Text
3	Frank Stewart	Complaint Non C-U	3/24/2019	Reported non combined OHV use N Round Valley Rd, Birchim Ln, Pine Creek Rd
4	Margaret Marshall	Complaint Non C-U	4/28/2019	Reported non combined quad use on corner of Fowler and West Line when a quad came by at about 35 miles an hour (speed limit 25) with no muffler and proceeded east bound in front of the Police Station to turn right on Warren
5	Matt Weaver	Support for C-U	5/9/2019	Expressed desire for more Combined Routes in the Bishop Area.
6	Denise Waterbury	Complaint C-U	7/25/2019	Reported Combined use OHV driving at excessive speeds and creating a lot of dust and noise. Segment #5
7	Denise Waterbury	Complaint Non C-U, D	7/25/2019	Reported non Combined use -shoulder and high speed OHV use on E Line St. Dust pollution due to shoulder and high speed.
8	Denise Waterbury	Complaint Non C-U	8/16/2019	Reported non combined OHV use - E. Line St. I was about 2 miles from the east to Line St Canal and there were 3 off road vehicles riding on the pavement in a section that is NOT a portion of the Adventure Trails combined use routes. I called the Inyo Sherrifs dispatch (which was instructed to do) and they didn't seem to understand that OHVs are not supposed to do that. Sheriff Lutze said that we should always call Inyo Sheriffs office when this occurs.
9	Sharon Connor	Complaint Non C-U	8/17/2019	Reported non combined OHV use on Hwy 168, and E. Line St. Noted difficulty monitoring. Reported non combined OHV use - this kid comes riding up on an OHV from the south end of Mummy Ln. I watched him and he turned onto Line Street (Hwy. 168) and proceeded up to Red Hill Road where he turned onto and rode up. This was a kid, probably about 15 years old.
10	Denise Waterbury	Complaint Non C-U	8/20/2019	Reported non combined OHV use -another OHV was going down Mummy Lane toward Line Street. They made a left turn onto Highway 168 and then went up and made a right hand turn onto Red Hill Road. It sure would be nice if Inyo county could put up some signs. This person didn't have a license plate.
11	Denise Waterbury	Complaint Non C-U	9/6/2019	Reported combined OHV use -I got behind an OHV who was mostly on the wrong side of the road heading east. I was behind them for about 1.5-2 miles. They did not slow down or pull over for me to pass. I give them the benefit of not going over 40mph. They had no rear view mirrors at all and that is probably why they didn't know I was there. Segments #5 & #15
12	Denise Waterbury	Complaint C-U	9/21/2019	Reported non combined OHV use Ed Powers and Red Hill. AT not stopping illegal use of County Roads
13	Margaret Marshall	Complaint Non C-U	10/4/2019	Reported Non Combined OHV use on Horseshoe Meadows Rd.
14	Michael Prather	Complaint Non C-U	10/4/2019	Reported non combined OHV use N Round Valley Rd, Birchim Ln, Pine Creek Rd
15	Frank Stewart	Complaint Non C-U	10/11/2019	Reported non combined OHV use Startlight Dr. Also reported No Quads sign knocked over on north side of Buttermilk Rd.
16	Diana Cunningham	Complaint Non C-U	10/13/2019	Reported non combined OHV use Startlight Dr. Also reported No Quads sign knocked over on north side of Buttermilk Rd.
17	Diana Cunningham	Complaint Non C-U	10/13/2019	Reported non combined dirt bike use on S. Barlow at Sunset - Believes related to Adventure Trails due to close proximity/ connection to AT route #9
18	William Mitchel	Complaint C-U & Non	10/22/2019	Reported combined use OHV driving on the shoulder aggressively, almost causing accident.
19	Denise Waterbury	Complaint C-U	11/1/2019	Segment #5
20	William Mitchel	Complaint C-U & Non	11/3/2019	Reported non combined dirt bike use on S. Barlow at Sunset - Believes related to Adventure Trails due to close proximity/ connection to AT route #9
21	Sharon Connor	Complaint Non C-U	11/17/2019	Reported non combined OHV use - 2 ATV's turn left off of Reata Road and head west on W. Line St. in the bike lane. We proceeded to Manor Market to pick of groceries and when we came out there were 3 off road vehicles in the parking lot. They had just pulled up and were also going in to shop. There were no trailers, no trucks, they had arrived illegally.
22	Sharon Connor	Complaint Non C-U	11/19/2019	Reported non combined ATV use on W. Line St, & Manor Market.
23	Margaret Marshall	Complaint Non C-U	12/17/2019	Reported non combined use Collins Rd at Owens River
24	Susan Greenleaf	Complaint Non C-U	1/10/2020	Reported non combined OHV use - dirtbike on S Barlow last evening, 1/10/20, at about 5pm. It was right around where Sunset comes in, and I believe it pulled onto S Barlow from one of those eastern side streets
25	Susan Greenleaf	Complaint Non C-U	1/11/2020	Reported non combined dirt bike use on S. Barlow at Sunset
26	Susan Greenleaf	Complaint Non C-U	1/25/2020	Reported non combined dirt bike use Intersection of S Barlow around Sierra Vista/Irene
27	Sharon Connor	Complaint Non C-U	3/29/2020	Reported non combined OHV use - East Line and Hanby dirt bike approaching from other direction, east to west. No license plate. Maybe flag with a number, perhaps had been in a race

	A	B	C	D
28	Sharon Connor	Complaint Non C-U	4/15/2020	Reported non combined OHV use - 2 motorcycles, 1 had license plate the other did not. Driving side by side some of the time, made a right turn on Main St., lots of revving up. Driving west on East Line St. to Main St
29	Denise Waterbury	Complaint Non C-U	4/19/2020	Reported non combined OHV use -ATV with 4 people in it drive west on West Line Street up to Red Hill Road. It then turned up Red Hill Road. a different ATV passed my parked car coming up Mummy Lane from the south, heading north to West Line Street, with 4 people in it. They paused at the stop sign and proceeded to turn left onto West Line Street and drive west up to Red Hill Road, where they turned onto Red Hill Rd and kept going. THESE ROADS ARE NOT COMBINED USE ROUTES!
30	Margaret Marshall	Complaint Non C-U	4/22/2020	Reported non combined use W. Line St and Meadow Ln. no license plates
31	William Mitchel	Complaint Non C-U	4/22/2020	Reported non combined OHV use -One OHV, probably a Polaris RZR, driving west on Sunset Drive. No passengers, just a single driver. About a half hour later it returned. I have seen this vehicle numerous times on Sunset and called the Sheriff's dispatch once which was a waste of time
32	Margaret Marshall	Complaint Non C-U	4/24/2020	Reported non combined dirt bike use on S. Barlow at W. Line
33	Susan Greenleaf	Complaint Non C-U	4/24/2020	Reported non combined OHV use - Along the stretch of Underwood where it goes past all the houses off S Barlow out to the open space at the big bend. 2 dirtbikes going along that whole length of road, past all the houses.
34	Sharon Connor	Complaint Non C-U	4/25/2020	Reported non combined OHV use -East Line St. and we passed a dirt bike heading in the opposite direction. The second was last week, I believe the 15th of April when I was behind 2 motorcycles, one w/license plate and one without.
35	Dan Connor	Complaint Non C-U	4/28/2020	Reported non combined OHV use - corner of Fowler and West Line when a quad came by at about 35 miles an hour (speed limit 25) with no muffler and proceeded east bound in front of the Police Station to turn right on Warren.
36	Dan Connor	Complaint Non C-U	4/28/2020	Reported non combined OHV use - Quad with no muffler speeding (at least 35) east on W. Line ran directly in front of Post Office and City Hall (police station) and turned right (South) on Warren
37	Susan Greenleaf	Complaint Non C-U	5/1/2020	Reported non combined OHV use - ATV coming along from the north on S Barlow, and continuing south
38	Susan Greenleaf	Complaint Non C-U	5/3/2020	Reported non combined OHV use - ATV coming along west on Schober from Brown's CG direction then heading on south on Sunland Indian Res past where the ATV route continues on Schober
39	Dan Connor	Complaint Non C-U	5/7/2020	Reported non combined quad use on Highway 395 North at Goodale Creek Road. They crossed from east to west.
40	Susan Greenleaf	Complaint Non C-U	5/9/2020	Reported non combined OHV use - An ATV coming along from the west on Underwood heading east toward S Barlow
41	Bill Mltchel	Complaint Non C-U	5/14/2020	Reported non combined OHV use - Two ATVs (Razr type) driving east on Sunset Drive with one following the other. I do not know where they went other than near the end of Sunset.
42	Denise Waterbury	Complaint Non C-U	5/16/2020	Reported non combined OHV use - There were 3 motorcycles (dirt bikes) unlicensed. The first one had 3 people on it! A parent and 2 small kids. The next one had one adult, and the third, a sort of Mimi motorcycle with a kid about 6-8 years old on it. Riding west on Willow Street. While they all had helmets on, the dirt bikes were unlicensed, and three people on the first one! All on a city street which is not legal!
43	Denise Waterbury	Complaint Non C-U	5/19/2020	Reported non combined OHV use East on Willow St. and then making a right turn (South) onto Hanby.
44	Diana Cunningham	Complaint Non C-U	5/20/2020	Reported non combined OHV use - 4 camouflage painted OHV's with 2+ people each, with small UTAH plates drove through our neighborhood on their way to the Buttermilk area. 3 of the 4 did either slow or stop-ish at the stop sign right by my house. The other one just went right on through. They did not have mufflers.
45	Nick Sprague	Complaint Non C-U	5/20/2020	Reported non combined OHV use -There were 4 large/long OHVs (side by sides or sand rails) stopped at the dirt road below the 6000' level on SR 168 and above the curve at McGee Creek. They appeared to be about to head down 168. Later, while I was stopped at the junction of SR 168 and Starlite Road, all 4 OHVs came down 168 (illegally) and on to Starlite Road. I assume that they proceeded to dirt roads beyond Starlite.
46	Diana Cunningham	Complaint Non C-U	5/21/2020	Reported non combined OHV use -between Buttermilk Road and Cerro Coso. They were trying to stay somewhat on the shoulder but that was too unstable so they had to be on the road. It was really dangerous for the kids and could have caused problems for cars if there had been any normal traffic on 168.

	A	B	C	D
47	Allan Pietrasanta	Complaint Non C-U	5/23/2020	Reported non combined OHV use - ATV on Red Hill Road heading west to the intersection of Ed Powers Road.
48	Bill Mitchel	Complaint Non C-U	5/23/2020	Reported non combined OHV use - : One ATV driving east and then west through the intersection mentioned above..
49	Diana Cunningham	Complaint Non C-U	5/23/2020	Reported non combined OHV use -2 Rhinos with little orange flags were so loud that I looked up and saw them drive past my house, once again using Starlite Dr. as part of Adventure Trails, which it is NOT. This is becoming a daily problem and so far different groups each day.
50	Kathy Varnum	Complaint Non C-U	5/24/2020	Reported non combined OHV use - two side-by-side OHVs driving eastbound on W. Line St. west of Mumy Lane, turning southbound onto Mumy Lane and continuing at a rapid speed down Mumy Lane
51	Margaret Marshall	Complaint Non C-U	5/24/2020	Reported non combined OHV use - Lake Sabrina Several motorcycles were parked on the east side of the parking lot. The owner of the cafe was asking them to move because they had blocked traffic. At least two of the motorcycles had no plates, they were serious off road bikes
52	Allan Pietrasanta	Complaint Non C-U	5/31/2020	Reported non combined OHV use - One ATV and two side by sides following two motorcycle riders going south on Round Valley Road. They turned west on the Pine Creek Road and headed toward Rovana. They were not ranchers working their fields.
53	Allan Pietrasanta	Complaint Non C-U	6/4/2020	Reported non combined OHV use - side by side turn north on 395 at Wall St. I followed it to near the helitack site north of Independence. Side by side on 395!
54	Kathy Varnum	Complaint Non C-U	6/9/2020	Reported non combined OHV use -OHV was at the intersection of W. Line St. and Meadow Lane waiting to make left turn from northbound Meadow Lane to westbound W. Line St
55	necerberry@gmail.	Complaint Non C-U	6/14/2020	Reported non combined OHV use -East Line Street, heading East, approaching Third St. junction. This section of East Line Street is a neighborhood and is NOT a combined use route nor a part of the Adventure Teails routes!
56	Susan Greenleaf	Complaint Non C-U	6/19/2020	Reported non combined OHV use 2716 Carol Ln Bishop, dirt bike headed east
57	Margaret Marshall	Complaint Non C-U	6/21/2020	Reported non combined OHV use - A motorcycle, with no license plate, drove west on 168, then turned north on Ed Powers Road at Hwy 168 stop sign. This was not a street legal bike, and this intersection is not part of any combined use route.
58	Margaret Marshall	Complaint Non C-U	6/23/2020	Reported non combined OHV use driving up Starlite from 168. I turned around to follow the side by side and snap a picture. At the intersection of Altair and Starlite the OHV pulled over, and I pulled along side. A man and his family were lost. They had driven the AT route that ends on 168 (even though it's one of the Buttermilk/Tungsten Loops) and were trying to find a way back to their vehicle. I gave them instructions. They knew they were driving illegally, but didn't see any alternative--because there isn't one!
59	Susan Greenleaf	Complaint Non C-U	6/23/2020	Reported non combined OHV use - 2 dirtbikes heading south on S Barlow near Sierra Vista
60	Susan Greenleaf	Complaint Non C-U	6/25/2020	Reported non combined OHV use dirtbike heading south on S Barlow near Sierra Vista
61	Susan Greenleaf	Complaint Non C-U	6/27/2020	Reported non combined OHV use ATV heading south on Ed Powers, then crossing 168 after we'd gone by, onto the little Edison Rd opposite
62	necerberry@gmail.	Complaint Non C-U	6/30/2020	Reported non combined OHV use East end of Willow, an unlicensed dirt bike and a person on an ATV just went whipping by my house
63	Susan Greenleaf	Complaint Non C-U	7/7/2020	Reported non combined OHV use 2716 Carol Ln Bishop, dirt bike headed west
64	Sharon Connor	Complaint Non C-U	7/19/2020	Reported non combined quad use on E. Line St turned south on canal Rd- High Speed, no license plate
65	Sharon Connor	Complaint Non C-U	9/24/2020	Reported non combined dirt bike use on E. Line St going east, high Speed, no license plate
66	Sharon Connor	Complaint Non C-U	10/6/2020	Reported non combined dirt bike use on E. Line St west on canal - High Speed, no license plate
67	Dan Connor	Complaint Non C-U	10/13/2020	Reported non combined OHV use on shoulder, E. Line St to Airport Rd. No plates or headlights. Cars had to swerve o avoid an accident.
68	Dan Connor	Complaint Non C-U	10/20/2020	Reported non combined OHV use on shoulder, E. Line St to Airport Rd. No plates or headlights.
69	Susan Greenleaf	Complaint Non C-U	11/8/2020	Reported non combined OHV use -2 dirtbikes heading west on Carol Ln
70	Susan Greenleaf	Complaint Non C-U	11/20/2020	Reported non combined OHV use -Four dirtbikes passed me heading south on S Barlow, just south of intersection with W Line

	A	B	C	D
71	Dan Connor	Complaint Non C-U	11/22/2020	Reported non combined OHV use -East Line St and the canal road in east Bishop. Three side by sides with 2 people each wearing jump suits and helmets, caravanning east on East Line St. They turned into the canal entrance on the south side of line (just after crossing the bridge) passed through the gate and proceeded south on the canal road
72	Susan Greenleaf	Complaint Non C-U	11/26/2020	Reported non combined OHV use -2 dirtbikes heading west on Carol Ln
73	Susan Greenleaf	Complaint Non C-U	11/30/2020	Reported non combined OHV use 2716 Carol Ln Bishop, 2 dirt bikes headed east, then west
74	Susan Greenleaf	Complaint Non C-U	12/2/2020	Reported non combined OHV use -a dirtbike heading east on the bend of Irene
75	Margaret Marshall	Complaint Non C-U	12/17/2020	Reported non combined use OHV 395 Aberdeen Stn Rd Grand Army of the Republic Hwy. Reported non combined dirt bike use Intersection of Sunset Drive and Sundown Circle in West Bishop
76	Margaret Marshall	Complaint Non C-U	12/17/2020	Reported non combined OHV use -Five Bridges Road Rd between the Owens River and Highway 6. OHV use after sunset
77	Margaret Marshall	Complaint Non C-U	12/17/2020	Reported non combined OHV use -Collins Rd at Owens River
78	Randy Roche	Complaint Non C-U	12/17/2020	Reported non combined OHV use S Barlow between Underwood and Longview
79	Susan Greenleaf	Complaint Non C-U	12/17/2020	Reported non combined OHV use - 2716 Carol Ln, Bishop -2 dirtbikes heading west on my street
80	Susan Greenleaf	Complaint Non C-U	12/25/2020	Reported non combined OHV use - a big 4 wheeler going south on S Barlow and Underwood
81	Susan Greenleaf	Complaint Non C-U	1/7/2021	Reported non combined OHV use - a small 4wheeler coming from the north on S Barlow, turn west on Underwood
82	Susan Greenleaf	Complaint Non C-U	1/13/2021	Reported non combined OHV use - dirtbike coming from the north on S Barlow, heading south on S Barlow
83	Susan Greenleaf	Complaint Non C-U	1/24/2021	Reported non combined OHV use - Dirt bike, no license plate, heading west on East Line St., turned North on the canal road.
84	Sharon Connor	Complaint Non C-U	2/5/2021	Reported non combined OHV use -a dirt bike without a license plate passed me coming from the east and turned north on the canal road. People think they can drive into town from Poleta on East Line St.
85	Sharon Connor	Complaint Non C-U	2/5/2021	Reported non combined OHV use -3 dirt bikes turned off Reata Road onto West Line Street. They were riding on West Line Street in the street lane and then after passing Issac Walton Park, moved to the bike lane. They were going at a good clip at first and then slowed down to turn into Manor Market to get gas. None of the dirt bikes were licensed.
86	Denise Waterbury	Complaint Non C-U	2/7/2021	Reported non combined OHV use - OHV on Willow St.
87	Denise Waterbury	Complaint Non C-U	3/24/2021	Reported non combined OHV use -Dirt Bikes on West Line Street
88	Denise Waterbury	Complaint Non C-U	3/26/2021	
89	Nick Sprague	Complaint Non C-U	2/26/2023	I have seen a number of OHVs using Inyo County and City of Bishop streets frequently. In just the past week or so, I have seen a large 4 seater Razr side-by-side on East Line Street at Airport Road moving at a high rate of speed (1/25 at 4:25 p.m.) and a number of dirt bikes (not street legal) on East Line Street at the canal, on Johnston Street, west of the canal and on Hanby Avenue (1/26, 1/29, 2/2, 2/3, 2/4). 4 of them rode down Hanby about 20 minutes ago. This does not include side-by-sides that I have seen on SR 168 between Death Valley Road and Big Pine or on SR 168 near Starlite. While I understand that the roads near the Bishop canal are not currently part of the Adventure Trails system, it is obvious that there is little or no enforcement of existing traffic laws. Reporting and monitoring for the existing Adventure Trails system appears to be limited or nonexistent despite legal requirements and agreements to provide public information.
90	Ceal Klingler relayed	Combined Use Route	10/11/2023	A new full-blown 4WD route has now been ripped through the vegetation from Tungsten City Road to the south, and new motorcycle routes are proliferating to the north, including a now-complete motorcycle trail connecting the yellow-arrow zone and Tungsten City Road. (Note that a headcut and erosion from the yellow-arrow zone and the adjacent trail/drainages forking to the east are now also full-blown.).Satellite imagery comparing the site from 2013 through 2023 was included with this comment.
91	Denise Waterbury	Complaint Non C-U	01/13/21-01/15	Reported non combined OHV use -The first time, he rode straight to the east end of Willow, thinking he could get to the canal I guess but it is fenced. So he turned around and headed north on Hanby. The second time, he rode past my house on Willow again, turned south on Hanby and I assume to Line Street. Today,1/15/2021, he rode past my house, turned south on Hanby again and headed to Line Street. WHY IS HE RIDING ON RESIDENTIAL CITY STREETS?

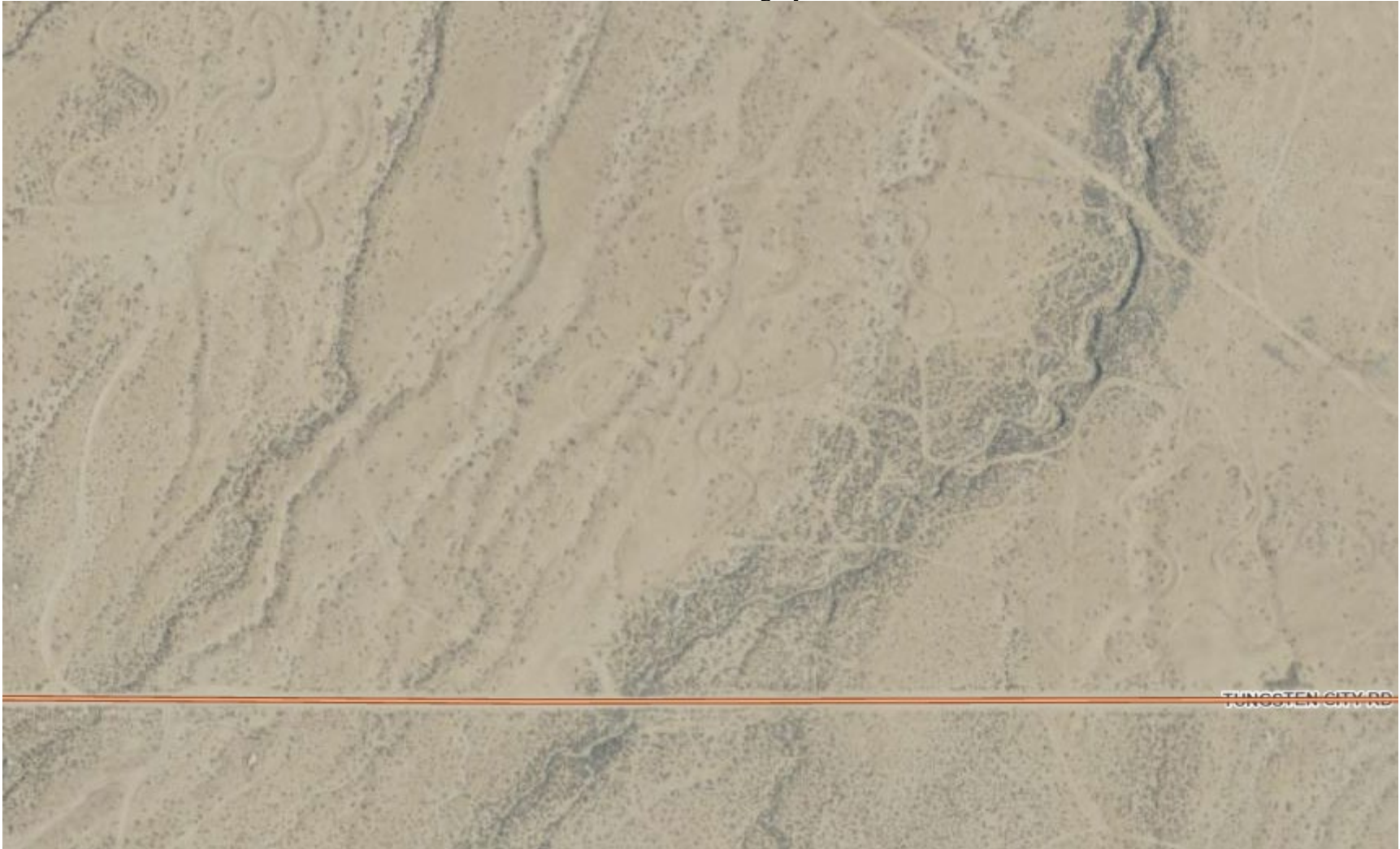
Exhibit E Aerial imagery and photos of reported route proliferation Tungsten City Road – See comment dated 10/11/2023.

Route # 7– Images sent by Ceal Klingler 10/11/2023.





2016 NAIP Imagery



2018 NAIP Imagery



2020 NAIP Imagery



2022 NAIP Imagery



Damage off Tungsten City Road 2023



OHV Routes off Tungsten City Road 2023



Exhibit F


Agency Responses

RE: SB 402 - Combined use routes - Rep...

File Message Help ESET Acrobat

Delete Archive Respond All Apps Move Tags Editing Immersive Translate Zoom

RE: SB 402 - Combined use routes - Report to the Legislature

 Talbot, Lianne E@DOT <lianne.talbot@dot.ca.gov>
To: Justine Kolx

9/6/2023

You replied to this message on 9/6/2023 8:58 AM.

Justine,

I have reviewed all of the reference maps, crossing locations, and route segments that involve the State Highway System (SHS), including a review of the crash data for these locations, which did not report any crashes involving OHVs. I also reached out to our Public Information Officers related to any public concerns, comments, or questions involving OHVs access to the SHS of which we have received none. From my completed analysis of the combined use routes I do not have any safety concerns related to this pilot project and I am not aware of any disturbances to the SHS due to this pilot project.

Please let me know if you need anything further.

Lianne Talbot, P.E.
Caltrans District 9
Traffic Safety Engineer
Cell (760) 937-7826

RE: [EXTERNAL] SB 402 reporting - Combined Use routes on In...

LS Lisius, Sherri K <slisius@blm>
To ✓ Justine Kolox
Cc ● Holman, Brett C
6/27/2023

i You replied to this message on 6/27/2023 1:09 PM.

Hello Justine,

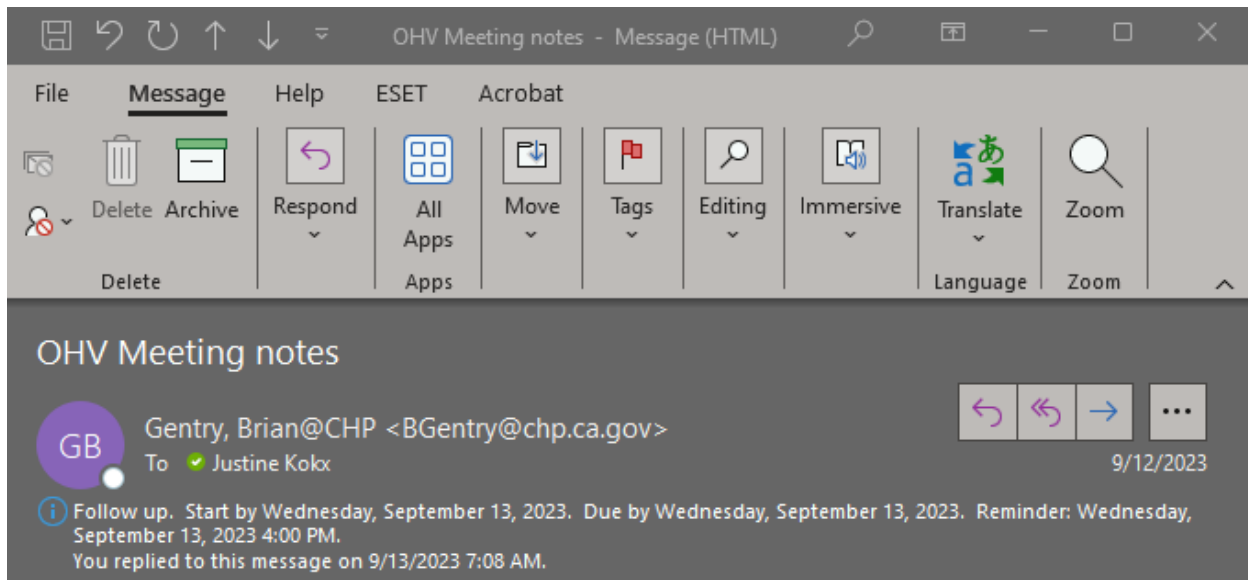
The staff discussed and we do not have anything to report. Here is their report out:

Law enforcement has had no reports or concerns of issues as a direct result of the combined use route system to date.

Even if baseline data was collected and analyzed prior to implementation, there is no way to connect usage on BLM public lands back to the combined use route system pilot project. Simple put, traffic counter data can't distinguish between a combined route user prior to, or during the pilot program. Any increase or decrease in the data could be interpreted through a variety of societal changes including cost of goods and services, weather and road conditions, pandemic related user group behavior, and OHV industry loopholes (street legal OHVs) etc. According to our data, the overwhelming majority of our OHV use is **street legal** passenger vehicles, cars, trucks and vans.

Any problems or concerns would be forecasting issues or disturbances that aren't present with the current system. Obviously if the combined system grew and increased overall connectivity, increased visitation and disturbances could have impacts, but based off this particular SB402 report, we shouldn't include the forecasting of future development.

Thanks!



As discussed, the notes from the meeting are below:

- Signage – Black and White regulatory signs would be useful. Signage could better show “Begin Off Highway Vehicle Use”, “Combined Use OHV Access Ahead”, something to this affect for oncoming vehicles. Signage with expectations of enforcement or fines for not only complainants information should they decide to call in and complain but for those utilizing the OHV areas/ access. It will also help law enforcement more easily identify when OHV occupants are out of the boundaries whether the abuse is occurring or not.
- Safety Concerns: OHV’s outside of designated areas is regular. These vehicles are not designed to withstand collisions to collision testing standards. Driving on the shoulder of the freeway and on surface streets is a common occurrence and areas surround OHV access is treated as a free-for-all. I’m not sure if the community has difficulty in these areas load/unloading their OHVs and thus abuse extended travel routes as a means of convenience or a lack of the feature all together.
- Enforcement: OHV’s outside of these areas on public roadways/ freeways are treated as a normal vehicle and required a valid license, registration, and insurance and are enforced as such when they inevitably would lack these items. Currently, there is no intermediate way to conduct enforcement on these vehicles without going to the fullest extend of the law with a tow and cite or taking no action with a warning. Both have their upsides and downsides which could be addressed by this review of the OHV use.

B. Gentry, Sergeant
Bishop – CHP
469 S. Main Street
Bishop, CA 93514
(760) 872-5150



BUILDING A STRONGER L.A.

Karen Bass, Mayor

Board of Commissioners
Cynthia McClain-Hill, President

Nurit Katz

Mia Lehrer

Nicole Neeman Brady

Chante L. Mitchell, Secretary

Martin L. Adams, General Manager and Chief Engineer

July 19, 2023

Ms. Justine Kokx
Inyo County Transportation Planner
P.O. Drawer L
Independence, CA 93526
Jkokx@inyocounty.us

Dear Ms. Kokx:

Subject: Response to Evaluation of Impacts to Los Angeles Department of Water and Power Lands and Operations

This is in response to your email dated June 22, 2023, requesting consultation with the Los Angeles Department of Water and Power (LADWP) to evaluate observable impacts to LADWP land and operations resulting from Inyo County's Adventures Trail Pilot Project (Project) authorized under Senate Bill 402. The Project encompasses seven combined use routes in and around the communities of Bishop, Independence, and Lone Pine.

As of the date of this letter, LADWP has not observed any safety, resource, or operational problems on its land relating to the County's Project. LADWP requests that you submit a copy of the report Inyo County submits to the State of California regarding the Project to LADWP at 300 Mandich Street, Bishop, CA 93514

Thank you for your consultation to this important issue and we look forward to receiving the requested report in a timely manner. If you have any questions, please contact Mr. Donald S. McGhie at (760) 873-0248.

Sincerely,

A handwritten signature in blue ink, appearing to read 'AP', with a long horizontal line extending to the right.

Adam Perez
Manager of Aqueduct

DSM:fm

c: Mr. Donald S. McGhie



DEPARTMENT OF PARKS AND RECREATION

Off-Highway Motor Vehicle Recreation Division
PO Box 942896
Sacramento, California 94296-0001

Armando Quintero, *Director*

September 7, 2023

Ms. Justine Klox, Transportation Planner
Public Works
County of Inyo
PO Box Q
Independence, CA 93526

SENT VIA EMAIL ONLY

Dear Ms. Klox.

The Off-Highway Motor Vehicle Recreation (OHMVR) Division is dedicated to providing safe and responsible off-highway motor vehicle recreation opportunities and to support increasing those opportunities when and where appropriate. We welcome the study of OHMVR recreation in Inyo County to determine whether increased length combined use can be safe and responsible in a rural county and possibly help increase visitor access to local businesses. We have no further input at this time.

Respectfully,

Sarah Miggins
Deputy Director
OHMVR Division

Exhibit G

Photo Monitoring

Point #1 Millpond Route # 7 Opening date September 5, 2017

2016 Point #1 Millpond



April 2017



October 2017



Point #1 Millpond Route # 7 Opening date September 5, 2017

October 2018



December 2019



Point #1 Millpond Route # 7 Opening date September 5, 2017

September 2022



October 2023



Point #2 Pleasant Valley Route #'s 6 & 7, Opening date 09/05/2017

2016 Point #2 Pleasant Valley



April 2017



Point #2 Pleasant Valley Route #'s 6 & 7, Opening date 09/05/2017

October 2017



October 2018



Point #2 Pleasant Valley Route #'s 6 & 7, Opening date 09/05/2017

December 2019



September 2022



Point #2 Pleasant Valley Route #'s 6 & 7, Opening date 09/05/2017

October 2023



Point #3 Horton Creek Overlook

2016 Point #3 Horton Creek Overlook



April 2017



Point #3 Horton Creek Overlook

October 2017



Point #3 Horton Creek Overlook

October 2018



Point #3 Horton Creek Overlook

December 2019



Point #3 Horton Creek Overlook

September 2022



Point #3 Horton Creek Overlook

October 2023



Point #4 Laws Route # 15, Opening date August 5, 2015

December 2016 Point #4 Laws



Point #4 Laws Route # 15, Opening date August 5, 2015

April 2017



Point #4 Laws Route # 15, Opening date August 5, 2015

October 2017



Point #4 Laws Route # 15, Opening date August 5, 2015

October 2018



Point #4 Laws Route # 15, Opening date August 5, 2015

December 2019



Point #4 Laws Route # 15, Opening date August 5, 2015

September 2022



Point #4 Laws Route # 15, Opening date August 5, 2015

October 2023



Point #5 Warm Springs Route # 5, Opening date 09/05/2017

December 2016 Point #5 Warm Springs



Point #5 Warm Springs Route # 5, Opening date 09/05/2017

April 2017



Point #5 Warm Springs Route # 5, Opening date 09/05/2017

October 2017



Point #5 Warm Springs Route # 5, Opening date 09/05/2017

October 2018



Point #5 Warm Springs Route # 5, Opening date 09/05/2017

December 2019



Point #5 Warm Springs Route # 5, Opening date 09/05/2017

September 2022



Point #5 Warm Springs Route # 5, Opening date 09/05/2017

October 2023



Point #6 Warm Springs Hill Route # 5, Opening date 09/05/2017

December 2016 Point #6 Warm Springs Hill



April 2017



Point #6 Warm Springs Hill Route # 5, Opening date 09/05/2017

October 2017



Point #6 Warm Springs Hill Route # 5, Opening date 09/05/2017

October 2018



Point #6 Warm Springs Hill Route # 5, Opening date 09/05/2017

December 2019



Point #6 Warm Springs Hill Route # 5, Opening date 09/05/2017

September 2022



Point #6 Warm Springs Hill Route # 5, Opening date 09/05/2017

October 2023 Burned



Point #7 South West Bishop Bir & Barlow, Route # 9

Opening date 09/05/2017

December 2016



Point #7 South West Bishop Bir & Barlow, Route # 9

Opening date 09/05/2017

April 2017



Point #7 South West Bishop Bir & Barlow, Route # 9

Opening date 09/05/2017

October 2017



October 2018



Point #7 South West Bishop Bir & Barlow, Route # 9

Opening date 09/05/2017

December 2019



Point #7 South West Bishop Bir & Barlow, Route # 9

Opening date 09/05/2017

September 2022

New road



Point #7 South West Bishop Bir & Barlow, Route # 9

Opening date 09/05/2017

October 2023



Point #8 South West Bishop Coyote Route # 9, Opening date 09/05/2017

December 2016



Point #8 South West Bishop Coyote Route # 9, Opening date 09/05/2017

April 2017



Point #8 South West Bishop Coyote Route # 9, Opening date 09/05/2017

October 2017



Point #8 South West Bishop Coyote Route # 9, Opening date 09/05/2017

October 2018



Point #8 South West Bishop Coyote Route # 9, Opening date 09/05/2017

December 2019



Point #8 South West Bishop Coyote Route # 9, Opening date 09/05/2017

September 2022



Point #8 South West Bishop Coyote Route # 9, Opening date 09/05/2017

October 2023



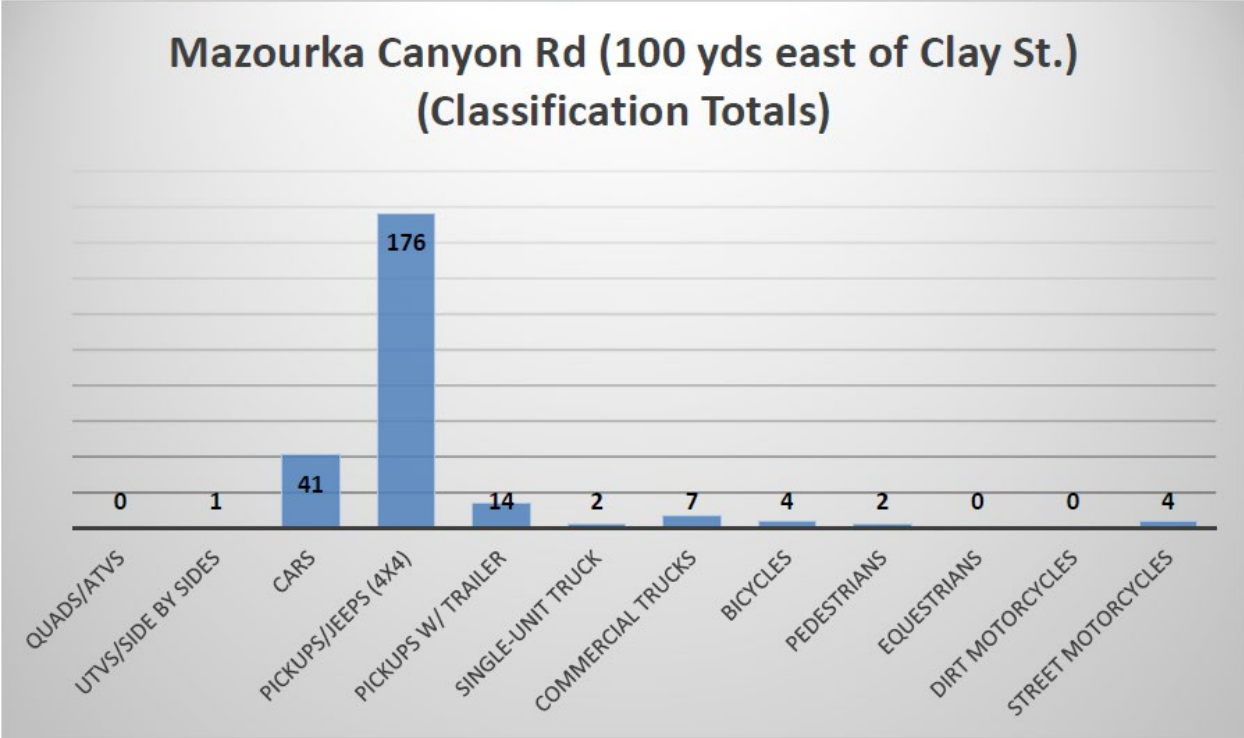
Exhibit H

Traffic Counts

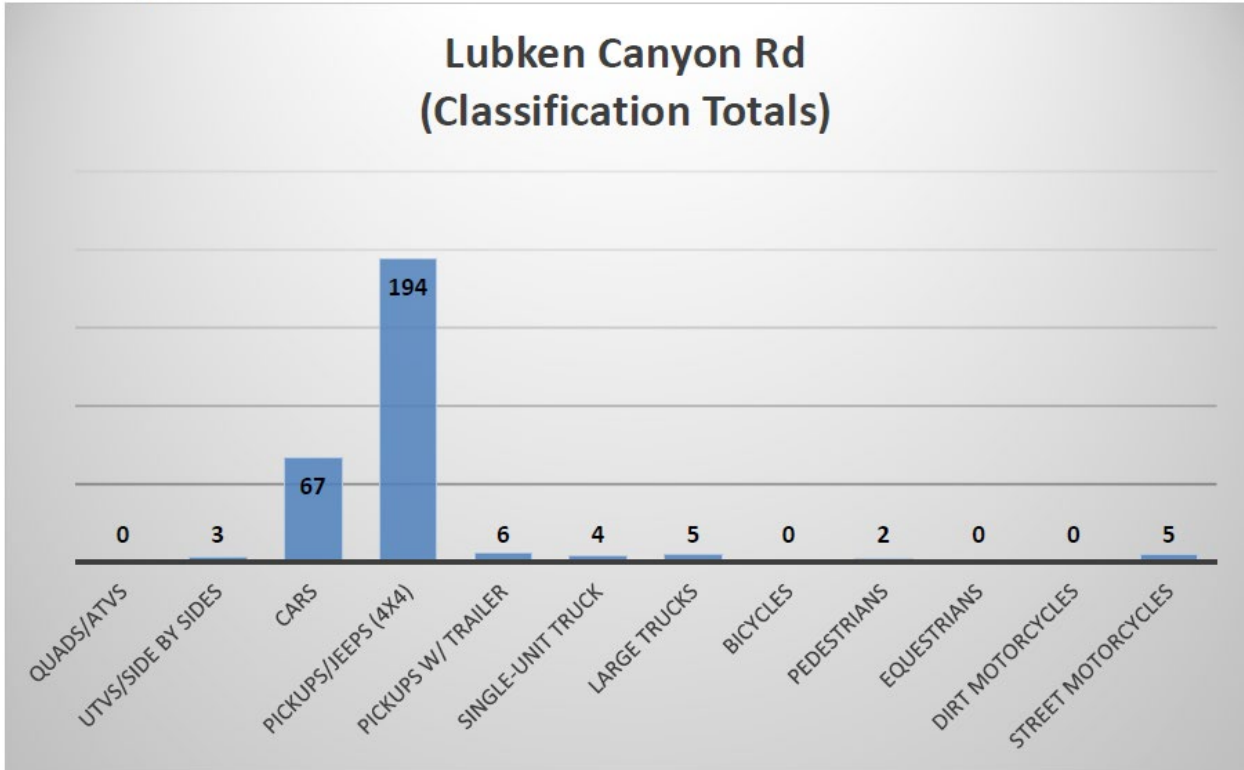
Exhibit H Traffic Counts

November 2015 Traffic Counts

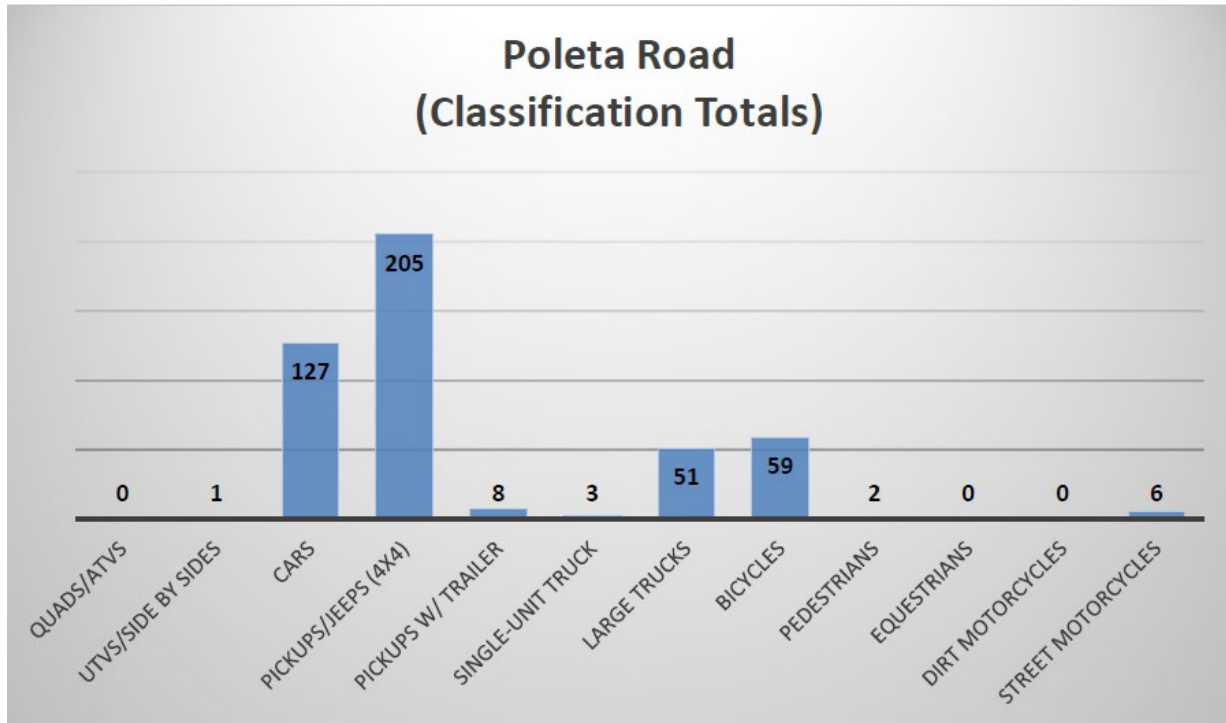
Mazourka Canyon Road (100 Yards East of Clay)



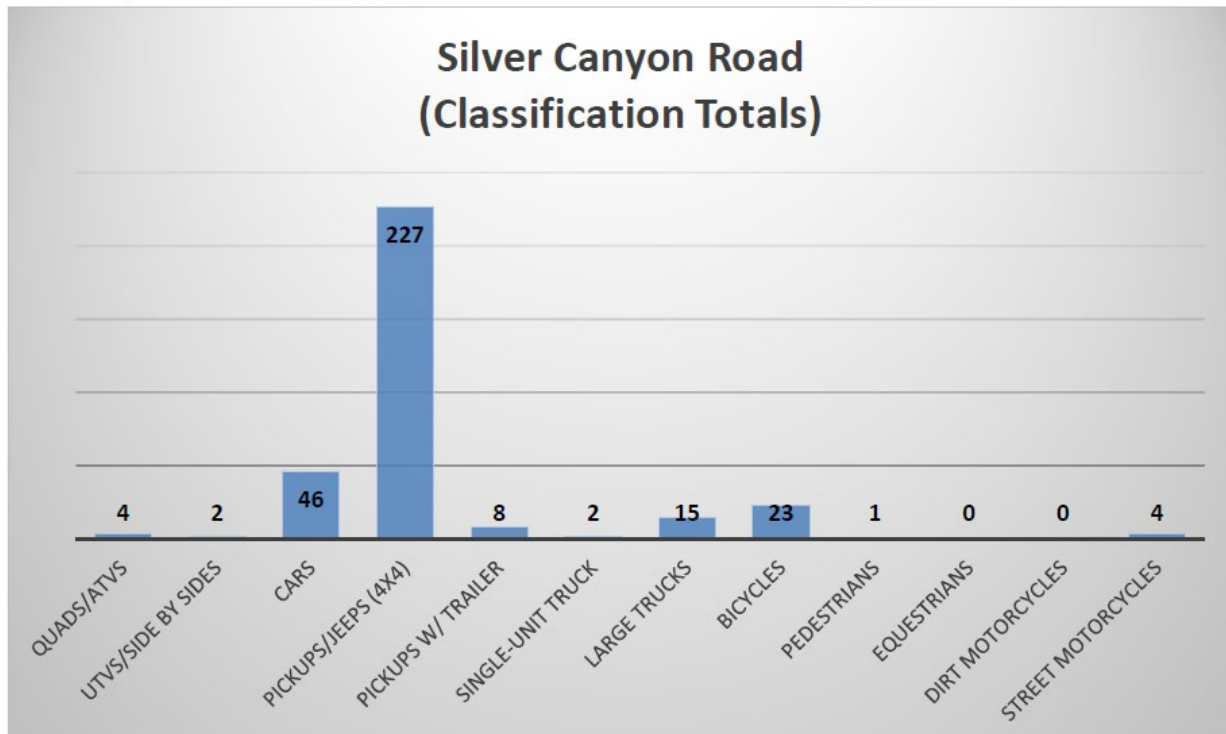
Lubken Canyon Road



Poleta Road



Silver Canyon Road



December 2016 Traffic Counts

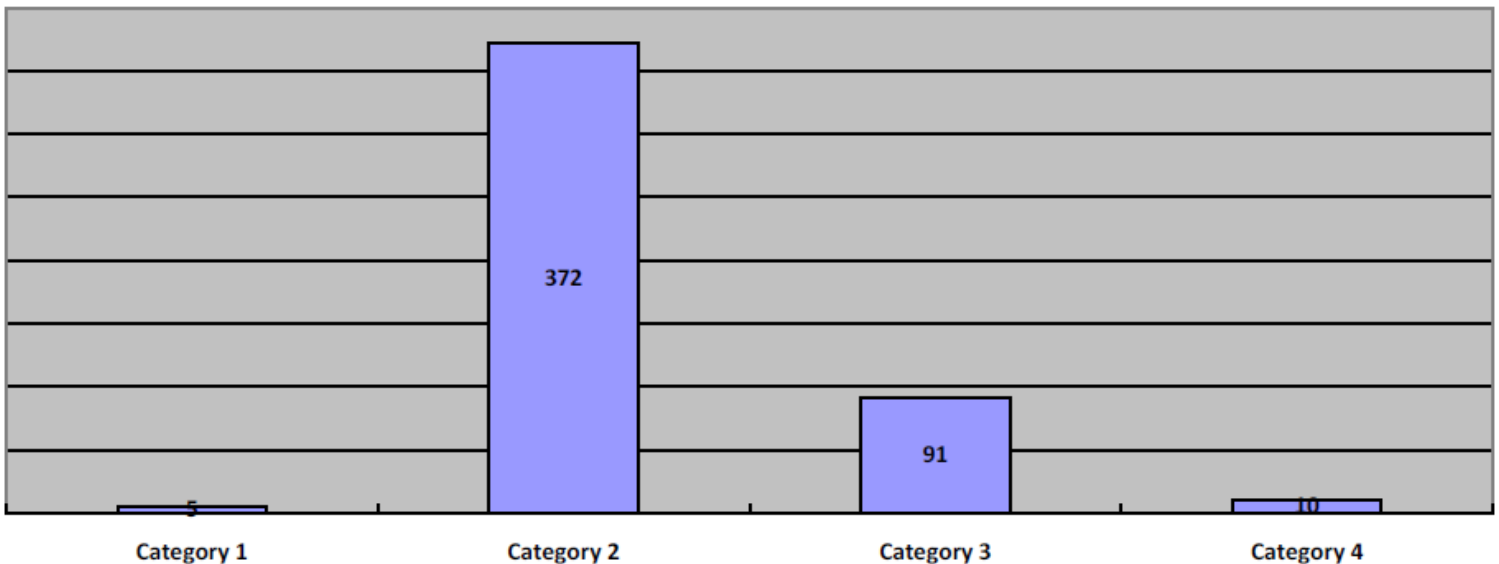
A traffic classification survey was conducted at three locations throughout Inyo County between December 1st, 2016, and December 20th, 2016. This traffic classification survey collected a total of 120 hours of data at each of the three locations and included Saturday and Sunday. The purpose of this traffic classification survey was to collect usage data on three of the combined-use routes within Inyo County.

Classifications

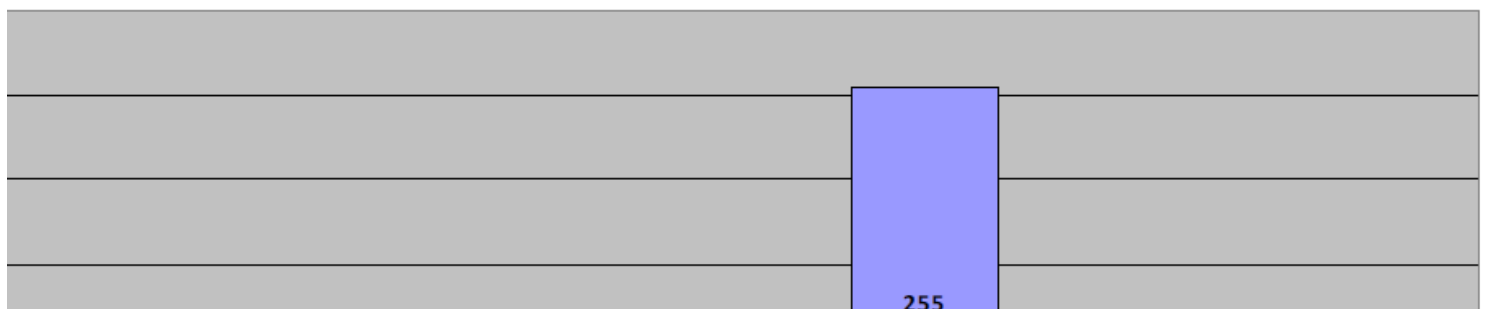
Travelers on the combined-use routes were categorized into the following categories:

- Category 1: Vehicles ranging from 0-8 feet in length. Roadway users in this category may include pedestrians, bicycles, motorcycles, and ATV/UTV.
- Category 2: Vehicles from 9-20 feet in length. Roadway users in this category may include automobiles including cars, SUV, and passenger pickup trucks.
- Category 3: Vehicles from 21-40 feet in length. Roadway users in this category may include large SUV, full size pickup trucks, full size pickup trucks pulling trailers, large dump trucks, and RV camper trailers.
- Category 4: Vehicles from 41-82 feet in length. Roadway users in this category may include large dump trucks, and semi-trucks pulling trailers.

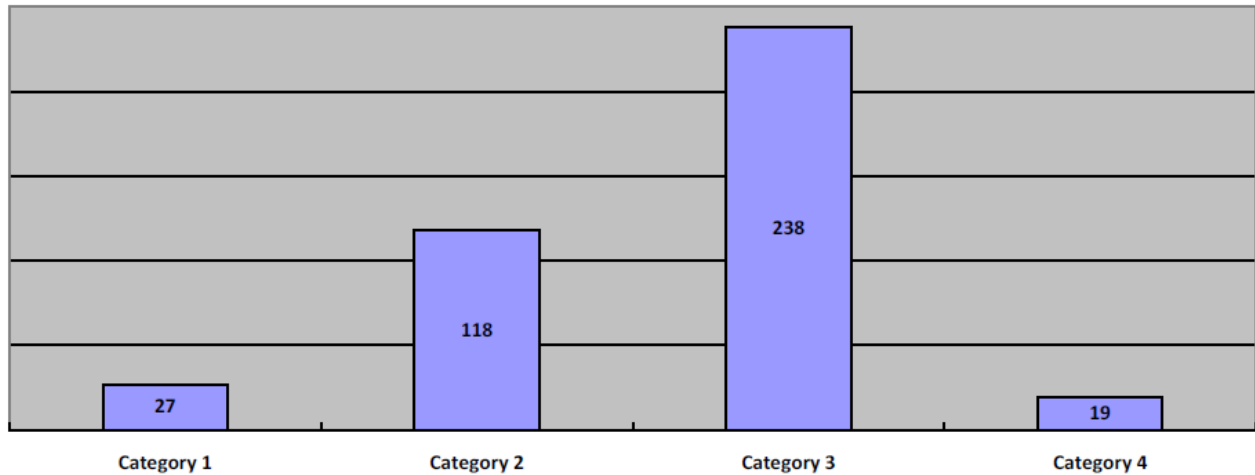
Lubken Canyon Road Category totals



Mazourka Canyon Rd Category totals



Poleta Road Category totals



Results summarized:

- Lubken Canyon Road recorded highest total volume of roadway users, followed by Mazourka Canyon Road and then by Poleta Road.
- Mazourka Canyon Road had the highest volume of roadway users in category 1 with roadway users ranging from 0-8 feet in length; Roadway users in this category may include pedestrians, bicycles, motorcycles, and ATV/UTV.
- Lubken Canyon Road had the highest volume of roadway users in category 2 with roadway users ranging from 9-20 feet in length; Vehicles in this category may include automobiles like cars, SUV and passenger pickup trucks.
- Mazourka Canyon Road had the highest volume of roadway users in category 3 with roadway users ranging from 21-40 feet in length; vehicles in this category may include large SUV, large passenger pickup trucks, large pickup trucks towing trailers, dump trucks and RV camper trailers.
- Mazourka Canyon also had the highest volume of roadway users in category 4 with roadway users ranging from 41-82 feet in length; vehicles in this category may include large dump trucks and semi-trucks pulling trailers.

December 29, 2017, Pleasant Valley Dam Road

Cars																				
Start Time	Southbound					Westbound					Northbound					Eastbound				
	U Turns	Left Turns	Straight Through	Right Turns	Peds	U Turns	Left Turns	Straight Through	Right Turns	Peds	U Turns	Left Turns	Straight Through	Right Turns	Peds	U Turns	Left Turns	Straight Through	Right Turns	Peds
Total	0	0	101	0	0	0	0	0	0	0	0	0	103	0	0	0	0	0	0	0

Heavys																				
Start Time	Southbound					Westbound					Northbound					Eastbound				
	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes
Total	0	0	2	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	3

ATV/UTV																				
Start Time	Southbound					Westbound					Northbound					Eastbound				
	U Turns	Left Turns	Straight Through	Right Turns		U Turns	Left Turns	Straight Through	Right Turns		U Turns	Left Turns	Straight Through	Right Turns		U Turns	Left Turns	Straight Through	Right Turns	
Total	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0

December 30, 2017, Pleasant Valley Dam Road

Cars																				
Start Time	Southbound					Westbound					Northbound					Eastbound				
	U Turns	Left Turns	Straight Through	Right Turns	Peds	U Turns	Left Turns	Straight Through	Right Turns	Peds	U Turns	Left Turns	Straight Through	Right Turns	Peds	U Turns	Left Turns	Straight Through	Right Turns	Peds
Total	0	0	174	0	0	0	0	0	0	0	0	0	195	0	0	0	0	0	0	0

Heavys																				
Start Time	Southbound					Westbound					Northbound					Eastbound				
	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes
Total	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	5

ATV/UTV																				
Start Time	Southbound					Westbound					Northbound					Eastbound				
	U Turns	Left Turns	Straight Through	Right Turns		U Turns	Left Turns	Straight Through	Right Turns		U Turns	Left Turns	Straight Through	Right Turns		U Turns	Left Turns	Straight Through	Right Turns	
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

December 31, 2017, Pleasant Valley Dam Road

Cars																				
Start Time	Southbound					Westbound					Northbound					Eastbound				
	U Turns	Left Turns	Straight Through	Right Turns	Peds	U Turns	Left Turns	Straight Through	Right Turns	Peds	U Turns	Left Turns	Straight Through	Right Turns	Peds	U Turns	Left Turns	Straight Through	Right Turns	Peds
Total	0	0	140	0	0	0	0	0	0	0	0	0	132	0	0	0	0	0	0	0

Heavys

Start Time	Southbound					Westbound					Northbound					Eastbound				
	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes
Total	0	0	1	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	2

ATV/UTV

Start Time	Southbound					Westbound					Northbound					Eastbound				
	U Turns	Left Turns	Straight Through	Right Turns		U Turns	Left Turns	Straight Through	Right Turns		U Turns	Left Turns	Straight Through	Right Turns		U Turns	Left Turns	Straight Through	Right Turns	
Total	0	0	2	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0

December 15, 2017, Joe Smith & Silver Canyon Road

Cars

Start Time	Southbound					Westbound					Northbound					Eastbound				
	U Turns	Left Turns	Straight Through	Right Turns	Peds/Bike	U Turns	Left Turns	Straight Through	Right Turns	Peds/Bike	U Turns	Left Turns	Straight Through	Right Turns	Peds/Bike	U Turns	Left Turns	Straight Through	Right Turns	Peds/Bike
Total	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	2	0	0

Heavy Vehicles

Start Time	Southbound					Westbound					Northbound					Eastbound				
	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0

ATV/UTV

Start Time	Southbound					Westbound					Northbound					Eastbound				
	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

December 16, 2017, Joe Smith & Silver Canyon Road

Cars

Start Time	Southbound					Westbound					Northbound					Eastbound				
	U Turns	Left Turns	Straight Through	Right Turns	Peds/Bike	U Turns	Left Turns	Straight Through	Right Turns	Peds/Bike	U Turns	Left Turns	Straight Through	Right Turns	Peds/Bike	U Turns	Left Turns	Straight Through	Right Turns	Peds/Bike
Total	0	0	0	0	0	0	0	31	0	0	0	0	0	0	0	0	0	45	0	0

Heavy Vehicles

Start Time	Southbound					Westbound					Northbound					Eastbound				
	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes
Total	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	3	0	0

ATV/UTV

Start Time	Southbound					Westbound					Northbound					Eastbound									
	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes					
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

December 17, 2017, Joe Smith & Silver Canyon Road

Cars

Start Time	Southbound					Westbound					Northbound					Eastbound									
	U Turns	Left Turns	Straight Through	Right Turns	Peds/Bike	U Turns	Left Turns	Straight Through	Right Turns	Peds/Bike	U Turns	Left Turns	Straight Through	Right Turns	Peds/Bike	U Turns	Left Turns	Straight Through	Right Turns	Peds/Bike					
Total	0	0	0	0	0	0	0	37	0	0	0	0	0	0	0	0	0	50	0	0	0	0	0	0	0

Heavy Vehicles

Start Time	Southbound					Westbound					Northbound					Eastbound									
	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes					
Total	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

ATV/UTV

Start Time	Southbound					Westbound					Northbound					Eastbound									
	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes	U Turns	Left Turns	Straight Through	Right Turns	Bikes					
Total	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

September 2018 Traffic Counts

Bishop No. 9 Bir Road					
Date	Day of Week	Cars	Heavy Vehicles	Bicycles	ATV/UTVs
9/1/18	Friday	204	4	5	2
9/2/18	Saturday	369	0	7	0
9/3/18	Sunday	272	3	4	4
Total		845	7	16	6

Counts were completed with a Camera. Camera was placed adjacent to Barlow Road just south of Sunland. Counts total vehicles traveling in both directions.

October 2018 Traffic Counts

Bishop No. 5 Sunland Road And Warm Springs				
Date	Cars	Pedestrians	Bicycles	ATV/UTVs
10/5/18	7	0		0
10/6/18	18	0	1	0
10/7/18	16	0		0

Counts were completed with a Camera. Camera was placed adjacent to Sunland Road just south of solid waste (dump) parcel.