



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). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

REGULAR MEETING March 21, 2023

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

Start Time

10 A.M.

- 1) **Pledge of Allegiance**
- 2) **Public Comment**
Comments may be time-limited
- 3) **Introductions** - The following new employees will be introduced to the Board: Jeffrey Briggs, Heavy Equipment Operator, and Dennis Smith, Building and Maintenance Worker, Public Works; Tanya Kimbrel, Dispatcher, and Daniel Sullivan, Cook, Sheriff's Office; and Elaine Kabala, Executive Director of Regional Coordination, County Administrator's Office.
- 4) **County Department Reports**

5) **Updates to Employee Safety Programs**

County Administrator - Risk Management | Aaron Holmberg

Recommended Action: Acknowledge and approve updates to the employee safety programs titled "COVID-19 Prevention Procedures," "Injury and Illness Prevention Plan," "Bloodborne Pathogens Exposure Control Plan," "Aerosol Transmissible Disease Exposure Control Plan," and "Respiratory Protection Plan."

6) **Appointment to First 5 Commission**

Health & Human Services - First 5 | Marilyn Mann

Recommended Action: Appoint Ms. Esther Hampton to an unexpired three-year term on the First 5 Commission ending December 5, 2024. *(A Notice of Vacancy resulted in request for appointment from Ms. Hampton.)*

7) **Waiver of Fee for Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department**

Public Works - Recycling & Waste Management | Michael Errante

Recommended Action: Approve waiver of solid waste disposal and gate fees for the Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department event, Saturday, April 29, 2023.

8) **State Line Road FLAP Grant MOA Approval**

Public Works | Michael Errante

Recommended Action:

- A) Amend the Fiscal Year 2022-2023 Road Budget 034600 as follows: increase appropriation in an object code which will be created by the Auditors Office by \$160,000 *(4/5ths vote required)*;
- B) Approve the Memorandum of Agreement between the Federal Highway Administration and Inyo County accepting the State Line Road Federal Lands Access Program grant in the amount of \$15,400,000 requiring a County match of \$1,767,000;
- C) Authorize the expenditure of Road Department funds for the Preliminary Engineering match of \$160,000; and
- D) Authorize the Public Works Director or Assistant Director to execute all necessary project documents including the MOA.

9) **Amendment No. 1 to the Agreement with Armstrong Consultants**

Public Works | Ashley Helms

Recommended Action:

- A) Amend the Fiscal Year 2022-2023 Lone Pine/Death Valley Airport Improvement Budget (Budget 150502) as follows:
 - 1. Increase estimated revenue in Federal Grants (Revenue Code No. 4555) by \$44,496,
 - 2. and Increase estimated revenue in Operating Transfer In (Revenue

- Code No. 4998) by \$4,944, and
3. Increase appropriation in Construction in Progress (Object Code 5700) by \$49,440 (*4/5ths vote required*);
 - B) Amend the Fiscal Year 2022-2023 LP/DV Airport Operating Budget (Budget 150500) by increasing appropriations in Operating Transfer Out (Object Code 5801) by \$4,944 (*4/5ths vote required*);
 - C) Approve and ratify Amendment No. 1 to the agreement between the County of Inyo and Armstrong Consultants of Grand Junction, CO, increasing the contract to an amount not to exceed \$95,700, contingent on approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and
 - D) Authorize the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) grant for the Lone Pine/Death Valley Airport Taxiway A Resurfacing Project.

10) **Off-Highway Vehicle Grant Application**

Sheriff | Nathaniel Derr

Recommended Action: Approve Resolution No. 2023-09, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Application," and authorize the Chairperson to sign.

11) **Agreement Between County of Inyo and Drug Enforcement Administration**

Sheriff | Stephanie Rennie

Recommended Action: Ratify and approve the agreement between the County of Inyo and Drug Enforcement Administration (DEA) of the United States Department of Justice (DOJ) for the provision of illicit cannabis eradication and suppression funding in an amount not to exceed \$10,000 for the period of October 1, 2022 through September 30, 2023, contingent upon the Board's approval of future budgets, and authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.

REGULAR AGENDA

12) **Letter of Support for AB 692**

Board of Supervisors | Board of Supervisors
4 minutes (2min. Presentation / 2min. Discussion)

Recommended Action: Approve and authorize the Chairperson to sign a letter supporting Assembly Bill 692 (Patterson).

13) **National Center for Public Lands Counties**

County Administrator | Nate Greenberg
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: Amend the Fiscal Year 2022-2023 LATCF Budget #640299 as follows: Increase estimated revenue in Federal Other (4552) by \$113,820 and increase appropriation in Other Agency Contribution (5539) by \$113,820 (*4/5ths vote required*); and approve payment to the California State Association of Counties (CSAC) for Invoice #2298 in the amount of \$113,820.

14) **Eastern Sierra Department of Child Support Services Workshop**

Child Support Services | Amy Weurdig
15 minutes (15min. Presentation / 10min. Discussion)

Recommended Action: Receive a presentation from Child Support Services Director Amy Weurdig.

15) **Short-Term Rental of Residential Property Workshop**

Planning Department | Cathreen Richards
1 hour (15min. Presentation / 45min. Discussion)

Recommended Action: Receive a presentation from staff regarding the status of short-term rentals in Inyo County, conduct a workshop, and provide direction.

ADDITIONAL PUBLIC COMMENT & REPORTS

16) **Public Comment**

Comments may be time-limited

17) **Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects



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AGENDA ITEM REQUEST FORM

March 21, 2023

Reference ID:
2023-3591

**Introductions - The following new employees will be introduced to the Board: Jeffrey Briggs, Heavy Equipment Operator, and Dennis Smith, Building and Maintenance Worker, Public Works; Tanya Kimbrel, Dispatcher, and Daniel Sullivan, Cook, Sheriff's Office; and Elaine Kabala, Executive Director of Regional Coordination, County Administrator's Office.
Board of Supervisors**

ITEM SUBMITTED BY

iyuiyui

ITEM PRESENTED BY

uuyutu

RECOMMENDED ACTION:

ddasda

BACKGROUND / SUMMARY / JUSTIFICATION:

fsdfsfsd

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:

Darcy Ellis

Created -

Darcy Ellis

Darcy Ellis

Keri Oney

John Vallejo

Amy Shepherd

Nate Greenberg



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AGENDA ITEM REQUEST FORM

March 21, 2023

Reference ID:
2023-3546

Updates to Employee Safety Programs County Administrator - Risk Management ACTION REQUIRED

ITEM SUBMITTED BY

Aaron Holmberg, Risk Manager

ITEM PRESENTED BY

Aaron Holmberg, Risk Manager

RECOMMENDED ACTION:

Acknowledge and approve updates to the employee safety programs titled "COVID-19 Prevention Procedures," "Injury and Illness Prevention Plan," "Bloodborne Pathogens Exposure Control Plan," "Aerosol Transmissible Disease Exposure Control Plan," and "Respiratory Protection Plan."

BACKGROUND / SUMMARY / JUSTIFICATION:

Employee safety is very important in Inyo County, and your Board has consistently been very supportive of improvements to employee safety. The overall safety program, as guided by our Injury and Illness Prevention Plan, requires periodic reviews. As part of these periodic reviews and our commitment to continuous improvement in employee safety, we have updated multiple employee safety programs. The updates incorporate the latest regulations and guidance along with procedural improvements based on experience and feedback from our supervisors, employees, and the Health and Safety Committee. This Board item seeks approval in part to spread awareness of the revised plans and of the County's continued commitment to employee safety.

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 could choose to modify or deny approval of the updates to these programs. Changes are not advised as the plans have been rigorously designed, cross checked with regulations, discussed with

employee stakeholders, and updated. Some updates reflect the newest regulations that are already in effect and applicable to our work areas.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Input for the latest versions was sought from those directly impacted. The Risk Manager would especially like to thank the members of the Health and Safety Committee, the Sheriff's Department, the Personnel Department, and our dedicated Department Heads for all their input and commitment for a safer workplace.

ATTACHMENTS:

1. COVID-19 Prevention Procedures
2. Respiratory Protection Program
3. Bloodborne Pathogens Exposure Control Plan
4. Injury and Illness Prevention Plan
5. Aerosol Transmissible Disease Exposure Control Plan

APPROVALS:

Aaron Holmberg	Created/Initiated - 2/28/2023
Darcy Ellis	Approved - 2/28/2023
Aaron Holmberg	Approved - 3/1/2023
Keri Oney	Approved - 3/1/2023
John Vallejo	Approved - 3/1/2023
Amy Shepherd	Approved - 3/6/2023
Nate Greenberg	Final Approval - 3/16/2023

County of Inyo COVID-19 Prevention Procedures

<http://Inyocounty.us/cpp>



02/28/2023

Pending Readoption by the Inyo County Board of Supervisors

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I. Introduction

COVID-19 is recognized hazard in the workplace. The County of Inyo COVID-19 Prevention Procedures (hereafter CPP) are designed to reduce and control work-related exposure by County employees and volunteers to the SARS-CoV-2 virus (severe acute respiratory syndrome coronavirus 2) that causes COVID-19 (Coronavirus Disease 2019) that may occur in County workplaces. Prevention measures unique to COVID-19 are discussed in this document rather than in the Inyo County IIPP.

This plan applies to all employees and places of employment except: (a) work locations with one employee who does not have contact with other persons; (b) employees working exclusively from home; (c) employees when subject to the Inyo County Aerosol Transmissible Disease plan (<http://inyocounty.us/ATD>); and (d) employees working remotely from a location of the employee's choice and control. Nothing in this document is intended to limit more protective or stringent state, local or departmental mandates or guidance.

This document updates the established, implemented, effective, and written Inyo County CPP to the COVID-19 Prevention Non-Emergency Regulations, which took effect February 3, 2023, replacing the previous Emergency Temporary Standard (California Code of Regulations, Title 8, section 3205). We thank Cal/OSHA for the guidance at www.dir.ca.gov/dosh/coronavirus/. This update supersedes multiple memos from 2020, five previous Board-adopted CPP versions (1/4/2021, 6/21/2021, 8/03/2021, 12/01/2021, and 1/14/2022), and four rule update email blasts (2/16/22, 3/1/22, 4/2/22, and 6/23/22), and various site-specific measures over three-plus years. Updates over time have been based on investigations of COVID-19 cases, control efforts of COVID-19 hazards, County administrative decisions through discussions with Public Health/Personnel/Risk Management/Joint Labor Management Safety Committee, release of new regulations, and release of updated model COVID-19 Prevention Procedures. Communication has been key to our successes in controlling employee case counts. The most recent version of the CPP is always available at: <https://www.inyocounty.us/cpp>. A printed copy from that same url is available with up to a five-day notice from an employee's Department Head or the personnel office in Bishop or Independence. We intend to update this document annually.

II. Authority and Responsibility

The County Administrative Officer (CAO) has the ultimate authority over all safety programs, plans, and procedures. The CAO has delegated oversight, coordination, and maintenance of the CPP to the Risk Manager. Personnel receives employee self-reports of positive test results, provides those employees with information, gathers information, excludes those employees from the workplace in writing, and sends written notice to their authorized representatives. Personnel also stocks and distributes masks and self-tests for employees who qualify. Risk Management (Risk) completes the investigation, coordinates exposure control measures, manages close contact notices, interfaces with outside agencies, and performs tracking and reporting requirements. Risk also produces and distributes copies of the CPP, signage, and training materials.

Department Heads are responsible for holding supervisors and workers accountable through the implementation and enforcement of the CPP in their workplaces. Department Heads cooperate with Personnel and Risk Management through exclusion and investigation processes. Department Heads make sure supervisors and workers receive answers to their questions about the program in a language they understand. Department Heads may implement stricter protocols due to unique needs of specific locations that the protocols described in this document for a limited time. Department Heads are urged to utilize Risk Management as a

resource. Supervisors stay up to date on COVID-19 workplace hazards to which the employees under their immediate direction and control may be exposed, and they make sure their employees receive training on hazards and signage.

All employees are responsible for using safe work practices, assisting in maintaining a safe work environment, reporting hazards, and complying with all directives, policies, and procedures, as a condition of employment. An individual's behavior can compromise the health of others, as some persons may be contagious but asymptomatic; therefore, **employees are expected to practice, and will be held accountable for practicing, the measures outlined in this CPP** as well as related guidance and instruction. Employees are asked to evaluate their own symptoms before reporting to work, per 8CCR3205(c)(2)(B). Employees who test positive for COVID-19 or receive a COVID-19 diagnosis from a licensed health care practitioner are asked to self-identify themselves to Personnel without fear of reprisal, per 8CCR3205(c)(1)(A).

Employees and their authorized representatives continue to be encouraged to contribute to all parts of the prevention procedures, and their input continues to be welcomed and appreciated. Employee leaders participate in the prevention or reduction of the spread of COVID-19 by practicing good personal hygiene, maintaining social distancing when required/advised, wearing face coverings when required to do so, and by staying home when they are sick. The Joint Labor Management Health and Safety Committee has been instrumental in all messaging and updates throughout this pandemic. Anonymous comments and reports are welcome at <https://www.inyocounty.us/iipp/anonymous-hazard-report-tool>.

III. Definitions

CLOSE CONTACT:

Determination of close contact status is dependent on the size of the indoor space. The Clint Quilter Consolidated Office Building in Bishop is 42,000 square feet with nine-foot ceilings on both floors, so the indoor air space is just below the 400,000 cubic feet threshold. The Reach Hangar at the Bishop Airport is 26,000 square feet with ceilings far in excess of eleven feet, so that location exceeds 400,000 cubic feet of indoor air space, and our employees regularly visit that location to retrieve our firetruck. The Sheriff Admin/Jail building in Independence is 36,296 square feet is bifurcated but has areas with very high ceilings, causing the structure to be close to or over the 400,000 cubic feet of indoor space; however, most of the jail is covered by the Aerosol Transmissible Disease Exposure Control Plan and not the CPP. We have no other county indoor employee locations close to the 400,000 cubic feet threshold.

Therefore, for all locations subject to the CPP, except for the Reach hangar at Bishop Airport, that is, for indoor spaces of 400,000 cubic feet or fewer, **a close contact is someone who works in the same building with a COVID-19 case for a cumulative total of 15 minutes or more over a 24-hour period during a COVID-19 case's infectious period.** There is no longer a discount for being behind a door or wearing a face covering. For our one indoor airspace in excess of 400,000 cubic feet, that is, the Reach hangar, a close contact is someone who is within six feet of a COVID-19 case for a cumulative total of 15 minutes or more over a 24-hour period during the COVID-19 case's infectious period.

COVID-19 TEST: Means a test for SARS-CoV-2 that is (a) cleared, approved, or authorized, including in an Emergency Use Authorization (EUA) by the United States Food and Drug Administration (FDA) to detect current infection with the SARS-CoV-2 virus (e.g., a viral test); (b) administered in accordance with the authorized instructions. To meet the return-to-work criteria, a COVID-19 test may be both self-administered and self-read only if another means of independent verification of the results can be provided (e.g., a time-stamped photo of the results

with a cell phone or a video chat with Personnel of the test administration and/or reading). This rule is subject to modification at any time.

COVID-19 CASE: Means a person who (a) has a positive COVID-19 test; or (b) has a positive COVID-19 diagnosis from a licensed health care provider; or (c) is subject to a COVID-19 related order to isolate issued by a local or state health official; or (d) has died due to COVID-19 in determination of a local health department official. Personnel may require independent verification of self-administered and self-read COVID-19 tests.

COVID-19 HAZARD: Means potentially infectious material that may contain SARS-CoV-2, the virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet nuclei, which most commonly result from a person or persons exhaling, talking, or vocalizing, coughing, or sneezing, or from procedures performed on persons which may aerosolize saliva or respiratory tract fluids.

COVID-19 SYMPTOMS: Means fever of 100.4 degrees Fahrenheit or higher, chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea, unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19.

IV. Communications, Rights, and Protections

Inyo County is committed to communicating information about COVID-19 hazards, policies, and procedures to employees and other persons who may come into contact with employees on work time. In addition to this CPP and distribution of its multiple versions over time, the County has communicated via email blasts, virtual meetings, posted signage, online training assignments, and COVID-19 updates at meetings of the County Board of Supervisors. Employees continue to be encouraged to contribute to the prevention procedures, and their input continues to be welcomed and appreciated. Continued contributions from the Joint Labor Management Health and Safety Committee, the Inyo County Public Health Department, Risk Management, and the Personnel Department have been instrumental in updating messaging and this written program throughout this pandemic. If you see them, please thank them.

If testing is required/advised of an employee, the employee will receive a telephone call, email and/or letter with instructions regarding how to obtain that testing. Test kits are available for employees from Personnel with priority going to those in exposed groups.

While at work, you may ask whether someone is vaccinated in order to assess your own risk, but you may not share that information with anyone else. The person may decline to answer. You may **not** ask the purpose or reason behind a coworker's decision to be or not to be vaccinated. Disciplinary and discriminatory actions, including harassment or bullying, are not permitted regarding vaccination status, testing, the wearing of face coverings, or the practice of social distancing. The protection includes vaccinated, unvaccinated, and those who decline to state their vaccination status.

Personally identifying information and medical records of COVID-19 cases or persons with COVID-19 symptoms are kept confidential by County Administration unless disclosure is required or permitted by law. Un-redacted information on COVID-19 cases is provided to the local health department, CDPH, Cal/OSHA, and NIOSH upon request when required by law.

Inyo County is an equal opportunity employer. In accordance with the requirements of Title I of the Americans with Disabilities Act ("ADA") and the California Fair Employment & Housing Act ("FEHA"), Inyo County does not discriminate on the basis of disability in recruiting, selecting or

hiring applicants for employment, or in the terms and conditions of employment. The County complies with all regulations promulgated by the US Equal Employment Opportunity Commission (“EEOC”) and the California Department of Fair Employment and Housing (“DFEH”), including providing reasonable accommodations for applicants and employees as required thereunder. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Reasonable accommodation is available to any disabled employee, where their disability affects the performance of essential job functions, and the accommodations may be implemented without undue burden on County operations. Employees with medical or other conditions that put them at increased risk of severe COVID-19 illness can request accommodations by contacting the [County ADA Coordinator](#) at 760.872.2908.

Department Heads keep up to date with applicable orders and specific guidance related to COVID-19 hazards and prevention from Risk Management, Personnel, CDPH, and Cal/OSHA, and they share that information with employees via two-way communications. Inyo County is proud of its commitment to employee safety.

V. Identification and Evaluation of COVID-19 Hazards

Inyo County has implemented procedures to identify, evaluate, and correct hazards that could increase the COVID-19 exposure potential to employees in our workplaces. We continue to consider all persons regardless of symptoms, vaccination status, or negative COVID-19 test results as potentially infectious; and we advise our employees to act accordingly. COVID-19 is treated as an airborne infectious disease. Applicable State of California and Inyo County Public Health orders and guidance are reviewed when determining measures to prevent transmission and identifying and correcting COVID-19 hazards. COVID-19 prevention controls include remote work, physical distancing, reducing population density indoors, moving indoor tasks outside, implementing separate shifts and/or break times, restricting access to work areas, enhanced cleaning schedules, temporarily increased air purification device use, and more.

Based on recent experience, these questions tend to be the most useful to these reviews:

- A. What new COVID-19 hazards have occurred?
- B. Is anyone masking in the building?
- C. When was the last training on CPP?
- D. Is our current COVID leave practice sufficient?
- E. Are employees encouraged to remain home when sick, even after the first five days?
- F. How easier is it for employees to get tested for COVID?
- G. Should we move client visits from indoor to outside (weather permitting)?
- H. Are we getting enough outdoor air circulated through indoor working areas?

We have tools to assist in this process, such as “Appendix A: COVID-19 Hazard Identification form,” and “Appendix B: COVID-19 Inspections,” though the forms themselves are not required so long as the effects are made. Unsafe and unhealthy work conditions, practices, or practices are documented and corrected in a timely manner based on the severity of the hazards identified. Individuals who identify gaps in controls that can correct those controls immediately should do so. If corrections could adversely involve coworkers, then the chain of command should be consulted. Other corrections will follow the work order system, and Risk should be notified for additional assessment and follow-up.

VI. Training and Instruction

We endeavor to provide effective training and instruction. To do so, we use many learning modalities and techniques, including signage, webinars, online training assignments, emails, and posters that are readily and frequently shared with employees. Anonymous and employee feedback and hazard identification are used to modify our training methods to improve delivery. As COVID-19 roared through year three, people have gotten very tired of hearing about COVID, and this made it difficult to spread the word. We did not do in-person training during the pandemic in order to avoid creating COVID-19 exposures in so doing, so most training has been via email, online, and one-on-one as needed. We hope to resume in-person training so we can use “Appendix D: COVID-19 Training Roster.”

The CPP has included over time all the updated training and instruction needed to educate employees on this workplace hazard, how their employer is trying to protect them, and how they can protect themselves. Every time we updated the CPP, the newest version was sent out to all employees. Major revisions were sent with acknowledgement requirements through our online portal. New employees take a version of the material called “Self-Monitoring Guidance” through our learning management system. When employees get a new job with different COVID hazards, their supervisor trains them on how to protect themselves from the new hazards, just like any other new hazard (see IIPP). When new COVID hazards are introduced into, or previously unrecognized hazards are identified in, the workplace, additional training is shared with the applicable employees.

Employees are urged to note these special points, which are explained throughout this CPP:

- Do not come to work if you are sick.
- You are asked to report your positive test result to Personnel at 760.878.0377.
- Wear face coverings when required to do so.
- Face coverings are available for free to employees for use while working regardless of vaccination status and without fear of retaliation.
- Instruction on how to use a face covering properly is available.
- Respirators such as N95s are more effective at preventing COVID-19, an airborne illness.
- If you wish to wear an N95, proper fit is important, and facial hair interferes with the seal.
- Free COVID-19 self-tests are available from Personnel to employees in exposed groups.
- Employees are encouraged to participate in identification of COVID-19 hazards.
- Employees can get information regarding COVID-19-related benefits to which they may be entitled under applicable federal, state, or local laws, including workers’ compensation, from Personnel at 760.878.0377. COVID cases are sent this information.
- COVID-19 is an infectious disease that can be spread through the air.
- A person infected with COVID-19 may have no symptoms.
- Particles containing the virus can travel more than six feet in smaller indoor spaces, so multiple protective techniques may be used to maximize one’s protection from the virus.
- Frequent hand washing with soap and water for at least 20 seconds is important because you can move an infectious particle that you picked up on your hands to your face, nose, or mouth and thereby infect yourself.

VII. Procedures for Investigating & Responding to COVID-19 in the Workplace

Our deployed and effective practices that have been maintained depending on worksite and severity of case counts in the area to prevent transmission of COVID-19, especially by persons who had close contacts, include remote work, physical distancing, reducing population density indoors, moving indoor tasks outside, implementing separate shifts and/or break times, restricting access to work areas, enhanced cleaning schedules, temporarily increased air purification device use, and more. If an order to isolate, quarantine, or exclude an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted.

Employees and their representatives are invited to report, without fear of reprisal, COVID-19 symptoms, possible close contacts, and possible COVID-19 hazards in the workplace. Employees are asked to evaluate their own symptoms before reporting to work, and employees are asked to report positive test results or diagnosis to Personnel. Personnel receives notices of symptoms, positive test results or diagnosis, and close contacts, and then provides reporting employees with information on how to respond. Risk investigates reports of hazards in the workplace, case volumes, handling certain reporting, and coordinates enhanced responses.

Upon receiving an employee self-report of a positive COVID result or diagnosis, Personnel:

1. Asks the self-reporting employee the questions in Exhibit C. Personnel may require independent verification of self-administered and self-read COVID-19 tests.
2. Excludes the employee from the workplace following the current CDPH protocols.
3. Provides information and answers questions regarding where to get a copy of the CPP, nondiscrimination information, local public health guidance and CDPH protocols, Inyo County leave policies and leave guaranteed by contract, and benefits that may be available under FMLA, CFRA, short term disability, sick or unpaid leave, and, if applicable, workers' compensation.
4. Emails a written exclusion notice to the employee's personal and work email addresses with an electronic copy to Risk (for later stages in the process), to the employee's department head (for time away notification), and to the employee's authorized representative (per LC 6409.6). Personnel may also mail a printed copy of the notice to the employee's address on file.

Risk does the following upon receipt of a completed Exhibit C from Personnel:

Adds case to confidential log. Performs required reporting, including AB685. Determines whether threshold is met for 3205.1 or 3205.2. Distributes AB2693 notices for posting. Evaluates, adjusts, and advises on exposure controls. Continues to evaluate and address exposure over subsequent days in cooperation with Department and Personnel.

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. If Risk is notified of a second or additional COVID case/s within a worksite within 14 days, an air purifier is added to that work area, if available, and the area is scheduled for spraying with disinfecting material, and more vulnerable employees are offered additional options. See also the section on outbreaks. Our annual safety audit process, as defined in the IIPP, is also used to identify COVID-19 hazards and adequacy of signage. We may also conduct spot COVID safety audits, as we have, in the event of case counts indicating certain buildings being more susceptible to COVID spread. If removal of an employee would create undue risk to a community's health, Risk may submit a request for a waiver to Cal/OSHA in writing along with written exposure control measures to rs@dir.ca.gov to allow employees to return to work if it does not violate local or state health official orders for isolation, quarantine, or exclusion.

VIII. Testing of Close Contacts

County Administration makes COVID-19 self-test kits available at no cost, during paid time, for use by employees notified by postings or directly by telephone or in writing of a potential workplace exposure to COVID-19. Postings indicate this information. Both Personnel offices maintain stock of the self-test kits. Risk may assist in distribution. There may be other locations to obtain free COVID-19 testing, and County Administration may share this information liberally, though Personnel is the official source for such tests in the event an employee is notified of a potential exposure. If you are eligible for a test kit, please call Personnel ahead before coming to collect your kit. Kit stock may be distributed to Lone Pine, Tecopa, and Wellness Centers.

Testing is also made available weekly during outbreaks or biweekly during major outbreaks via self-test kits or referral to PCR testing locations. Locations covered by the Aerosol Transmissible Disease Exposure Control Plan (and therefore not the CPP), may have different testing administration protocols during the times and for the tasks that that plan as in effect. Returned cases (employees who have returned to work following a period of exclusion due to COVID), and those who were not exposed, are not required to be offered free tests, though Personnel may offer test kits to these employees while surplus supplies last.

Personnel provides the following information or similar, to employees who had or may have had close contact with a COVID-19 case in the workplace upon distributing COVID test kits:

This is a free self-test kit for employees from Personnel. Inyo County takes employee safety seriously. See the Covid-19 Prevention Procedures at <https://inyocounty.us/cpp>. Employees affected by a COVID-19 exposure may be eligible for certain benefits. Employees are asked to report a positive COVID test or diagnosis to Personnel. You may ask your supervisor about free masks for use at work, social distancing, and if a temporary remote work period is an option. Call Personnel at 760.878.0377 about FMLA, CFRA, short term disability, sick leave, workers' compensation, returning to work following a positive test result, or for more free tests. If you are at elevated risk for severe illness, contact the ADA Coordinator at 760.872.2908 to discuss options. If you receive a confirmed diagnosis of COVID-19, believe you contracted COVID-19 through an exposure at work, and wish to file a workers' compensation claim, then inform your supervisor and call the Employee Work Injury Illness Process Hotline at 877.215.7285 immediately. Exposure while working from home and transitory exposure such as while walking past someone in the hallway does not count as a workplace exposure. Inyo County prohibits the discrimination, harassment or retaliation of employees as described in the County handbook and posted in the Human Resources section of the County website. Thank you for doing your part by monitoring yourself for signs and symptoms of COVID, not coming into work if you are sick, and respecting the dignity and privacy of your coworkers.

IX. Notice of COVID-19 Cases

County employees and independent contractors who had a close contact, as well as any other employer in one of our buildings who had an employee in one of our buildings who had a close contact, will be notified as soon as possible and within the time required. Our primary method is by posting AB2693 notices, which stay up for 14 days. Communications try to avoid revealing the identity of the COVID case, though this is difficult in small spaces in a small community. There is a form in the appendix that may be used for documentation purposes of notifications. To date, such documentation has been maintained in a spreadsheet controlled by Risk Management, entitled "COVID NOTICE CHART – ONGOING," and related documentation in related electronic folders, also maintained by Risk Management. Notices comply with Labor Code section 6409.6 and AB2693.

X. Face Coverings

We provide clean, undamaged face coverings and ensure employees wear them properly over the nose and mouth during outbreak periods and when required to wear them when required by a CDPH regulation or order. This includes spaces within vehicles when a CDPH regulation or order requires face coverings indoors. When face coverings are required, they are required regardless of vaccination or test result status.

Supervisors hold employees accountable for properly wearing face coverings when and where required. No person can be prevented from, or discriminated against for, wearing a face covering voluntarily, unless it creates a safety hazard. In the event face coverings are required for a specific work area, signage will indicate such for employees and visitors. Face coverings will be provided to any employee at no cost to that employee for use at work upon request regardless of testing, vaccinations, job description, etc.

When face coverings are required, employees may remove them under the following conditions: when the employee is alone in a room or vehicle, while eating or drinking at least six feet from others with outdoor air supply or maximized indoor air circulation, during compliance with 8CCR5144 (meaning, while wearing a higher level of respiratory protection), or while performing a specific task that cannot be completed safely while wearing a face covering for the limited time during which that task is being performed. An exemption may also apply to those persons for whom wearing a face covering may pose a medical or communication difficulty. If this is the case, see Risk Management for an accommodation of an alternative face covering option or another alternative.

XI. Respirators

Respirators will be provided for voluntary use to employees who request them and who are working indoors or in vehicles with more than one person. Employees who request respirators for voluntary use will be encouraged to use them, provided with a respirator of the correct size, and will receive training. The training will include how to properly wear the respirator provided, how to perform a seal check according to the manufacturer's instructions each time a respirator is worn, and the fact that facial hair interferes with a seal. The requirements of CCR title 8 section 51449(c)(2) will be complied with according to the type of respirator (disposable filtering face piece or elastomeric re-usable) provided to employees.

XII. Ventilation

The amount of outside air inside county buildings is maximized with economizers to the extent feasible, unless there is poor outside air quality (an AQI of 100 or higher for any pollutant) or some other hazard to employees such as excessive heat or excessive cold. Employees are advised to keep windows open when safe to do so in buildings with natural ventilation. Mechanical air systems are checked regularly, and air filters are changed at least as frequently as manufacturer recommendations. Where appropriate, outdoor and air dampers have been fully opened, and recirculation dampers have been closed to reduce or eliminate air recirculation. Filtration has been improved in mechanical systems to the highest-level compatible with the existing systems (currently MERV 8 is the highest our newer systems can accommodate), and HVAC systems run as continuously as possible. We have requested that our landlords comply with the newest regulations, and Public Works assists our landlords in so

doing to the extent allowed. Indoor ventilation works best in combination with other controls described in this section. During outbreaks, portable HEPA filtration units will be temporarily used to improve air quality. Risk Management has these units for temporary deployment. Please return them at the conclusion of the outbreak.

In addition, we do the following for our indoor workplaces:

- Review CDPH and Cal/OSHA guidance regarding ventilation, including the CDPH Interim Guidance for Ventilation, Filtration, and Air Quality in Indoor Environments. Inyo County will develop, implement, and maintain effective methods to prevent transmission of COVID-19, including one or more of the following actions to improve ventilation:
 - Maximize the supply of outside air to the extent feasible, except when the United States Environmental Protection Agency (EPA) Air Quality Index is greater than 100 for any pollutant or if opening windows or maximizing outdoor air by other means would cause a hazard to employees, for instance from excessive heat or cold.
 - In buildings and structures with mechanical ventilation, filter circulated air through filters at least as protective as Minimum Efficiency Reporting Value (MERV)-13, or the highest level of filtration efficiency compatible with the existing mechanical ventilation system.
 - Use High Efficiency Particulate Air (HEPA) filtration units in accordance with manufacturers' recommendations in indoor areas occupied by employees for extended periods, where ventilation is inadequate to reduce the risk of COVID-19 transmission.
- Determine if our workplace is subject to CCR, Title 8 section 5142 Mechanically Driven Heating, Ventilating and Air Conditioning (HVAC) Systems to Provide Minimum Building Ventilation, or section 5143 General Requirements of Mechanical Ventilation Systems, and comply as required.

In vehicles, we will maximize the supply of outside air to the extent feasible, except when doing so would cause a hazard to employees or expose them to inclement weather.

XIII. Reporting, Recordkeeping, and Access

Personnel and Risk Management keep their own sets of records and tracking data related to employee COVID cases and share with the local health department or Cal/OSHA whenever required by law. Risk maintains its data exclusively electronically, and Risk handles reporting in accordance with SB1159/AB685 via a digital portal designed for that purpose. Any serious illnesses or deaths of an employee occurring in our place of employment or in connection with any employment are reported immediately to Cal/OSHA per 8CCR330(h). Copies of all versions of this CPP are maintained for up to three years in an effort to document implementation of this CPP. The current version of this CPP is always available at inyocounty.us/cpp. Revisions are emailed to all employees and their authorized representatives as the revisions become available and adopted. Printed copies are available from Personnel and Department Heads with up to a five-day notice. Investigation records are available to employees and their authorized representatives subject to redacting information where required by law.

XIV. COVID-19 Outbreaks

This section is triggered (goes into effect) for all the employees in one of our buildings, except for the Quilter Consolidated Office Building, when Risk discovers three or more employee COVID-19 cases had visited the building during their infectious periods within the same 14-day period. This section is triggered for the Quilter Consolidated Office Building when Risk discovers eight or more employee COVID-19 cases had visited the building during their infectious periods within the same 14-day period. These calculations comply with 8CCR3205.1 across all county worksites and buildings in consideration of cubic feet of space and simultaneous employee occupancy. This section continues to apply until there are one or fewer new cases in same building for a 14-day period. Risk will remove signage and notify Department Heads of the affected building when this section and its special rules no longer apply. Department Heads may communicate the good news to their staff. The CAO may begin outbreak protocols prior to reaching a stated trigger to help avoid an outbreak.

COVID-19 Testing: We immediately provide COVID-19 testing available at no cost to our employees within the exposed group, regardless of vaccination status, during employees' paid time, except for returned cases and employees who were not present at the workplace during the relevant 14-day period(s). Additional testing is made available on a weekly basis to all employees in the exposed group who remain at the workplace. Employees who had close contacts will have a negative COVID-19 test taken within three to five days after the close contact or will be excluded and follow our return-to-work requirements starting from the date of the last known close contact.

Face Coverings: Employees in the exposed group, regardless of vaccination status, will wear face coverings when indoors, or when outdoors and less than six feet from another person, unless one of the exceptions in our CPP applies.

Respirators: Employees will be notified of their right to request and receive a respirator for voluntary use, as stipulated in our CPP.

COVID-19 investigation, review, and hazard correction: Inyo County will perform a review of potentially relevant COVID-19 policies, procedures, controls. Inyo County will implement changes as needed to prevent further spread of COVID-19 when this section initially applies and periodically thereafter. The investigation, review, and changes will be documented and include investigation of new or unabated COVID-19 hazards, such as leave policies and practices, whether employees are discouraged from remaining home when sick, COVID-19 testing policies, ventilation supply, and sufficiency of physical distancing.

Review updated every 30 days that CCR, Title 8 section 3205.1 continues to apply in response to new information or to new or previously unrecognized COVID-19 hazards, and when otherwise necessary. Any changes implemented to reduce the transmission of COVID-19 based on the investigation and review, which may include moving indoor tasks outdoors or having them performed remotely, increasing the outdoor air supply when work is done indoors, improving air filtration, increasing physical distancing to the extent feasible, requiring respiratory protection in compliance with our Respiratory Protection Plan, and other applicable controls.

Ventilation: Buildings or structures with mechanical ventilation will have recirculated air filtered with Minimum Efficiency Reporting Value (MERV)-13 or higher efficiency filters, if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, filters with the highest compatible filtering efficiency will be used. High Efficiency Particulate Air (HEPA) air filtration units will be used in accordance with manufacturers' recommendations in indoor areas occupied by employees for extended periods, where ventilation is inadequate to reduce the risk of COVID-19 transmission. Ventilation requirements will continue to be implemented after the outbreak has passed and CCR, Title 8 section 3205.1 is no longer applicable.

XV. Major COVID-19 Outbreaks

This section goes into effect at a worksite when it is discovered that twenty (20) or more employee COVID-19 cases in an exposed group visited the same worksite during their infectious period within a 30-day period, **unless a CDPH regulation or order defined outbreak using a different number of COVID-19 cases and/or a different time period, per 8CCR3205.2.** This section shall continue to apply until there are three or fewer COVID-19 cases detected in the exposed group for a 14-day period.

The following will be done while CCR, Title 8 section 3205.1 applies if 20 or more employee COVID-19 cases in an exposed group visited the worksite during their infectious period within a 30-day period:

- The COVID-19 testing will be required of all employees in the exposed group, regardless of vaccination status, twice a week or more frequently if recommended by Inyo County Public Health. Employees in the exposed group will be tested or excluded and follow our CPP return to work requirements. The twice a week testing requirement ends when there are three or fewer new COVID-19 cases in the exposed group for a 14-day period. We will then follow weekly testing requirement until there are one or fewer new COVID-19 cases in the exposed group for a 14-day period.
- Report the outbreak to Cal/OSHA.
- Provide respirators for voluntary use to employees in the exposed group, encourage their use, and train employees according to CCR, Title 8 section 5144(c)(2) requirements.
- Any employees in the exposed group who are not wearing respirators as required will be separated from other persons by at least six feet, except where it can be demonstrated that at least six feet of separation is not feasible, and except for momentary exposure while persons are in movement. Methods of physical distancing include:
 - Telework or other remote work arrangements.
 - Reducing the number of persons in an area at one time, including visitors.
 - Visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel
 - Staggered arrival, departure, work, and break times.
 - Adjusted work processes or procedures, such as reducing production speed, to allow greater distance between employees.

When it is not feasible to maintain a distance of at least six feet, individuals will be as far apart as feasible.

EXHIBITS FOLLOW

Exhibit A: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing stationary work.

Person conducting the evaluation: _____

Date: _____

Name(s) of employee and authorized employee representative that participated: _____

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls

Exhibit B: COVID-19 Inspections

This form may be used as a guide. See Risk Management for assistance specific to each location, as questions may vary depending on possible hazards.

Date: _____. Name of person conducting the inspection: _____

Work location evaluated: _____

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
Engineering			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
Filter type (MERV level)			
Portable HEPA in use?			
Administrative			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
Distancing in Use?			
PPE (not shared, is avail and being worn)			
Face Coverings in use and in force?			
N95s in use?			
Face shields/goggles?			

Exhibit C: Investigating COVID-19 Cases (v20230217/ah)

Notices to close contacts and to those who may have been exposed to the COVID-19 do not reveal personally identifying information of the COVID-19 case. If disclosure is required, names shall be redacted from this document. For more information, see Risk. Notification records are kept separate from

1. Name of COVID-19 Case, job title, and date interviewed for this form.	
2. Interviewer Name	
3. Date when COVID-19 symptoms first appeared? If asymptomatic, write N/A. Write in dates of infectious period. Infectious period is the five-day period starting from 2 days before symptoms began or starting the date of the positive test if asymptomatic.	
4. Date of positive COVID tests or diagnosis. Personnel may ask for verification if test was self-administered and self-read. Note if verification was requested and what verification was provided.	
5. Dates & work locations (including building suite #s) during infectious period that the COVID case was working (don't list working from home)	
6. Names of employees and contractors who were within 6 feet for more than 15 minutes over 24 hours at work indoors during infectious period	
7. Which of those listed in #6 were wearing face coverings during the entire interaction?	
8. Did you go to work with symptoms? Review rules if necessary.	
9. In what buildings did you work over the last 14 days (for AB685 reporting)	
10. Where have you traveled out of town in the last 2 weeks?	
11. Any known exposures to COVID-19?	
12. Where have you been when not at work in the last 14 days, such as Vons, family gatherings, games, events, rodeos, _____?	
13. Where do you think you might have gotten COVID?	
14. What the workplace conditions could have contributed to your risk of COVID-19 exposure?	
15. What could you do to reduce your COVID exposure risk?	
Explain exclusion period and benefits, answer questions, offer a copy of the CPP, and tell them you'll send them and their rep a letter.	Did you tell them all this stuff? ____ YES

Exhibit D: COVID-19 Training Roster

Date: _____ Leader: _____

Employee Name	Signature

County of Inyo Respiratory Protection Program

Updated February 2023

This document follows the model program provided by Cal/OSHA in accordance with California Code of Regulations, title 8 (T8CCR), section 5144. Cal/OSHA's Respiratory Protection in the Workplace – a Guide for Employers was of great help in revising the County program.



County of Inyo Respiratory Protection Program

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County of Inyo Respiratory Protection Program

I. PURPOSE

DATE: February 16, 2023

The County of Inyo provides a safe and healthful workplace. Employees in certain job classifications performing specific tasks in certain environments have been identified as having exposure or potential exposure to respiratory hazards, as summarized in Appendix C (**Voluntary and Required Respirator Use**). Appendix C also identifies when emergency use of respirators may be warranted, and where voluntary use of respirators is authorized. Appendix D (**Employees Wearing Respirators**) individually identifies those employees required to use respiratory protection or allowed to wear respirators on a voluntary basis. Workers participating in the respiratory protection program do so at no cost to themselves. The Sheriff's Department has their own policy and procedure on this topic.

Ventilation and substitution with less toxic materials, and other Engineering controls, are the first exercised means of protecting identified employees from respiratory hazards as they reduce or eliminate employee airborne exposures to hazardous chemicals. Such controls are considered for operations first.

As required by California's Respiratory Protection regulation (T8 CCR section 5144), Inyo County has implemented and maintains this Respiratory Protection Program as an important component of the Inyo County Injury and Illness Prevention Program (see inyocounty.us/IIPP) to enhance employee health, safety, comfort, and wellbeing. The Respiratory Protection Program Administrator (Administrator) is the County Risk Manager or designee, who full authority and responsibility for implementing and maintaining this program.

Employees who wish to wear respirators during certain operations that do not require use of respiratory protection must submit their request to the Administrator for review on a case-by-case basis. The Administrator may provide respirators for voluntary use if the use of respiratory protection in a specific case will not jeopardize the health or safety of the employee. Any employee who voluntarily wears a respirator (other than a disposable filtering facepiece respirator/dust mask) when a respirator is not required will be identified in Appendix F and is subject to the medical evaluation, cleaning, maintenance, and storage elements of this program, and must be provided with, and understand, the information provided in Appendix F (Information for Employees Using Respirators When Not Required To). Employees voluntarily wearing only a filtering facepiece respirator/dust mask are not subject to these requirements, but are still required to be provided with, and understand, the information provided in Appendix D.

The instructions provided by the manufacturers of the respirators our employees use will be incorporated as part of our written program. Employee training will include references to these instructions, as appropriate.

II. RESPONSIBILITIES

Both the County and its employees at various levels play roles in maintaining a safe work environment and minimizing the hazards of airborne chemicals. These roles can overlap, but the nature of the responsibility can differ. The following general guidelines distinguish the responsibilities.

Program Administrator Responsibilities:

- Identify work areas, processes or tasks that require workers to wear respirators.
- Develop procedures for selecting proper respirators, including the correct filters/cartridges for air purifying respirators (APR).
- Ensure effective administration of the medical surveillance program.
- Develop procedures for proper fit testing of tight-fitting respirators.
- Develop procedures for proper use of respirators in routine and reasonably foreseeable emergency situations.
- Develop procedures and schedules for cleaning, storing, inspecting, repairing, discarding, and maintaining respirators.
- Develop procedures to ensure adequate air quantity, quality, and flow of breathing air for atmosphere-supplying respirators, including maintenance and calibration of equipment used to monitor breathing air quality.
- Ensure effective respirator user training on the respiratory hazards to which they are potentially exposed, and the proper use of respirators.
- Ensure employees voluntarily using respirators are provided with and understand the information provided in Appendix F.
- Determine suitable, objectively determined respirator cartridge change out schedules that the users must abide by.
- Determine the user seal check procedure that employees will be required to implement every time they don a respirator.
- Determine the respirator cleaning procedures that employees will be required to implement.
- Determine the respirator inspection procedures that employees will be required to implement.
- Ensure maintenance of all records required by this program.
- Develop procedures for regularly evaluating the effectiveness of this program.

Supervisor Responsibilities:

- Employees under their supervision (including new hires) receive appropriate training, fit testing, and medical evaluations, as required.
- Availability of appropriate respirators and accessories.
- Awareness of tasks requiring the use of respiratory protection and enforcement of the proper use of respiratory protection.
- Respirators are properly cleaned, maintained, inspected, and stored.
- Respirators fit well and do not cause discomfort.
- Additional fit testing is conducted if an employee indicates a respirator does not seem to fit any more or it is found to be unacceptable.

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- Continual monitoring of work areas and operations to identify respiratory hazards.
- Coordination with the Administrator on how to address respiratory hazards or other concerns regarding the program.
- Employees change respirator cartridges out according to the prescribed change-out schedules.
- Provision of adequate air quantity, quality, and flow of breathing air for atmosphere-supplying respirators, where applicable.

Employee Responsibilities:

- Wear their respirators when and where required and as trained.
- Care for and maintain their respirators as instructed, and store them in a clean, sanitary location.
- Change their respirator cartridges out according to the prescribed change-out schedules.
- Inform their supervisor if the respirator no longer fits well or is found to be unacceptable.
- Inform their supervisor or the Administrator of any respiratory hazards that they feel are not adequately addressed in the workplace and of any other concerns that they have regarding the program.
- Inform their supervisor of the need for a medical reevaluation.

III. RESPIRATOR SELECTION PROCEDURES

A hazard evaluation will be conducted for each operation, process, or work area whenever it is reasonable to suspect that employees may be exposed to concentrations of airborne contaminants in excess of Cal/OSHA permitted levels. Respirators to be used are selected in accord with applicable Cal/OSHA standards and based on the hazards to which workers are exposed, as well as workplace and employee user factors affecting respirator performance and reliability. Evaluation and selection process should include:

- Ensuring it incorporates our Hazard Communication Program, including the identification and development of a list of hazardous chemicals used in the workplace, by department or work process, and obtaining a Safety Data Sheet for each of these chemicals.
- Reviewing work processes to determine where potential exposures to these hazardous chemicals may occur.
- Employee exposure monitoring and evaluation of objective information to estimate potential hazardous exposures. Outside expertise, such as our worker's compensation insurance carrier or a private consultant, will be used, as needed. This information will also be used as needed to determine APR cartridge change-out schedules.
- Assuming IDLH (immediately dangerous to life or health) conditions when worker exposures have not been, or cannot be, evaluated.

Respirators are selected based on the Assigned Protection Factors (APFs) and calculated Maximum Use Concentration (MUC). For instance, if the respirator selected has an APF of 10, it can only be used where employee exposures are less than 10 times the Cal/OSHA permitted levels.

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- A sufficient number of respirator sizes and models will be provided to the employees during fit testing to identify the respirators that correctly fit, and are acceptable to, the users.
- Only National Institute of Occupational Safety and Health (NIOSH)-certified respirators are to be selected and must be used in compliance with their certification.

For IDLH atmospheres (if ever applicable)

- Full facepiece pressure demand SARs with auxiliary SCBA unit or full facepiece pressure demand SCBAs, with a minimum service life of 30 minutes, must be provided.
- Respirators used for escape only are NIOSH-certified for the atmosphere in which they will be used.
- Oxygen deficient atmospheres are considered IDLH.

For Non-IDLH atmospheres, respirators are to be:

- Selected as appropriate for the chemical nature and physical form of the contaminant and adequate to protect the health of the employee under routine and reasonably foreseeable emergency situations.
- Equipped with end-of-service-life indicators (ESLIs) if the APR respirators are used for protection against gases and vapors. The respirator cartridge change-out schedule provided below under Storage, Cleaning, Maintenance and Filter Change-Out Procedures and Schedules must be implemented if there is no ESLI.
- Equipped with filters certified by NIOSH under 30 CFR part 11 as HEPA, or other filters certified by NIOSH for particulates under 42 CFR part 84 if the APR respirators are to be used for protection against particulates.

Appendix C (Employee Airborne Hazardous Chemical Assessments), attached to this program, contains the latest employee airborne chemical exposure data on which our current respirator selection is based. Additional employee exposure determinations will be made, and Appendix C updated accordingly, any time there are changes made to how materials are used or processed that could significantly change employee exposure levels.

IV. MEDICAL EVALUATION

Employees are not permitted to wear respirators (except for voluntary use of a filtering facepiece/dust mask) until a physician or other licensed healthcare professional (PLHCP) has determined that they are medically able to do so. The medical questionnaire and examinations will be administered confidentially during the employee's normal working hours or at a time and place convenient to the employee. Our PLHCP that will provide the medical evaluations will be assigned and coordinated by the Program Administrator. The PLHCP is typically the County Health Officer.

The evaluation will be conducted using the questionnaire or similar provided in Appendix J. The Administrator will provide a copy of this questionnaire to all employees requiring medical

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evaluations, and the employees will complete and bring the questionnaire to their appointment with the PLHCP. To the extent feasible, we will assist employees who are unable to read the questionnaire. When this is not feasible, the employee will be sent directly to the PLHCP for medical evaluation. All affected employees will also be given a stamped and addressed envelope for mailing the questionnaire directly to the PLHCP.

Employees will be permitted to fill out the questionnaire on company time. They will be granted follow-up medical exams as required by the Respiratory Protection standard, and/or as deemed necessary by the PLHCP. They will be granted the opportunity to speak with the PLHCP about their medical evaluation, if they so request.

The Program Administrator will provide the PLHCP with a copy of this program, a copy of T&CCR section 5144 (Respiratory Protection standard), with the employee's assigned job title and work area, and a list of hazardous substances that they may be exposed to. The Administrator should also provide the PLHCP with the employee's proposed respirator type and weight, length of time required to wear the respirator, expected physical workload (light, moderate, or heavy), potential temperature and humidity extremes, and any additional protective clothing required.

If the respirator is a negative pressure respirator and the PLHCP finds a medical condition that may place the employee's health at increased risk if the respirator is used, we will provide a PAPR if the PLHCP's medical evaluation finds that the employee can use such a respirator. If certain substance specific regulations apply, they will be addressed in accordance with regulation, as none are foreseen at this time to be included in this document.

After an employee has received clearance and begun to wear his or her respirator, additional medical evaluations will be provided if:

- The employee reports signs and/or symptoms related to their ability to use a respirator, such as shortness of breath, dizziness, chest pains, or wheezing.
- The PLHCP or supervisor informs the Administrator that the employee needs to be reevaluated.
- Information from this program, including observations made during fit testing and program evaluation, indicates a need for reevaluation.
- A change in workplace conditions (e.g., physical work effort, protective clothing, temperature) that may result in a substantial increase in the physiological burden placed on an employee.

V. FIT TESTING

All employees required to wear tight-fitting facepiece respirators must pass a fit-test prior to initial use, whenever a different respirator facepiece (size, style, make, model) is used, and at least annually. Employees will be fit-tested to the same make, model, style, and size of respirators that they actually wear. Additional fit-testing is required when the employee:

- Reports, or the PLHCP, supervisor, or Administrator observes changes in the employee's

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physical condition that could affect respirator fit.

- Notifies us or our PLHCP that the fit of the respirator is unacceptable and wishes to select a different respirator facepiece.

Employee fit-testing will be conducted according to the protocols provided in T8CCR, section 5144, Appendix A, Fit Testing Procedures. Fit testing of tight-fitting facepiece PAPRs and supplied air respirators is to be conducted only in the negative pressure mode. This space will be updated in the event we start having more use of respirators requiring QLFT.

The maximum APF of any negative pressure, tight fitting air-purifying respirator (except quarter-face and PAPRs) fit tested by QLFT will be 10. For instance, even though a full-face APR respirator has an APF of 50, the only way we can assume that APF is if we verify proper fit using a QNFT protocol.

VI. PROCEDURES FOR PROPER RESPIRATOR USE

All filters, cartridges, and canisters must be labeled with the appropriate NIOSH certification label. The label must not be removed or defaced while it is in use.

Employees are permitted to wear respirators as long as they:

- Use them under the conditions specified by this program, and in accord with the training they receive on the use of each particular model. The respirator must not be used in a manner for which it is not certified by NIOSH or by its manufacturer.
- Conduct user seal checks according to Appendix F each time that they don their respirator.
- Not wear tight-fitting respirators if they have facial hair that comes between the sealing surface of the facepiece and the face or that interferes with valve function, or any condition that interferes with the face-to-facepiece seal or valve function. This includes the use of headphones, jewelry, prescription eye ware or personal protective equipment (PPE). Equally important, the wearing of a respirator must not hinder the effectiveness of PPE that is worn, something that will be accommodated through the selection of different styles of PPE and respirators.
- Leave the respirator use area:
 - To wash their faces and respirator facepieces as necessary to prevent eye or skin irritation associated with respirator use.
 - If they detect vapor or gas breakthrough, changes in breathing resistance, or leakage of the facepiece.
 - To replace the respirator or the filter, cartridge, or canister elements.

Supervisors must:

- Take actions to ensure that employees implement all of the above requirements.
- Ensure that a respirator is replaced or repaired should an employee detect vapor or gas breakthrough, change in breathing resistance, or leakage of the facepiece, and before allowing them to return to the work area.
- Ensure adequate surveillance of work area conditions and degree of employee exposure or stress.

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- Involve the Administrator when there is a change in work area conditions or degree of employee exposure or stress that may affect respirator effectiveness, so that continued effectiveness of the respirator can be evaluated.

Respirator Malfunction (Non-IDLH)

For any malfunction of an APR, the respirator wearer must inform their supervisor that the respirator no longer functions and go to the designated area to maintain the respirator. The supervisor must ensure that the employee receives the needed parts to repair the respirator or is provided with a new respirator.

Foreseeable Emergency Procedures

- This section to be updated.

VII. STORAGE, CLEANING, MAINTENANCE, AND FILTER/CARTRIDGE CHANGE-OUT PROCEDURES AND SCHEDULES

Cleaning

- Respirators are to be regularly cleaned and disinfected at the [Describe your designated location for cleaning respirators].
- Respirators issued for the exclusive use of an employee are to be cleaned and disinfected as often as necessary to maintain sanitary conditions.
- Respirators issued to more than one employee will be cleaned and disinfected before being worn by different individuals.
- Respirators maintained for emergency use [only in the jail and governed by the Sheriff's policy] or used in fit-testing and training will be cleaned and disinfected after each use.
- The cleaning instructions in Appendix G must be implemented.

The Administrator will ensure an adequate supply of appropriate cleaning and disinfection material at the cleaning station. If supplies are low, employees should contact their supervisor or the Administrator.

Maintenance

- Respirators are to be properly maintained at all times to ensure that they function properly and adequately protect the employees.
- Maintenance involves a thorough visual inspection (Appendix H) for cleanliness and defects.
- Worn or deteriorated parts will be replaced prior to use.
- No components will be replaced or repairs made beyond those recommended by the manufacturer.
- Repairs to regulators or alarms of atmosphere supplying respirators will be conducted by the manufacturer [Delete if not applicable].
- Employees are encouraged to leave their work area and go to a designated area that is free of respiratory hazards when they need to wash their face and respirator facepiece

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(using Appendix G procedures) to prevent any eye or skin irritation, or to replace the filter, cartridge or canister, or when they detect vapor or gas breakthrough or leakage in the facepiece, or detect any other damage to the respirator or its components.

- The inspection procedures in Appendix H must be implemented.
- [Delete if not applicable] All respirators maintained for use in emergency situations must be inspected at least monthly and in accordance with the manufacturer's recommendations and will be checked for proper function before and after each use. Emergency escape-only respirators will be inspected before being carried into the workplace for use.

Cartridge Change-Out Schedules

- Employees wearing APRs for protection against airborne particulates need to change the filters on their respirators when they first begin to experience difficulty breathing (i.e., resistance) while wearing their masks. [Delete the following if not applicable: Employees wearing PAPRs against airborne particulates must follow the manufacturer's recommendations for when to change out the filters].
- Change out schedule shall follow manufacturer recommendations under the respirator model and filter type, airborne exposure levels, the Cal/OSHA PELs, ambient work conditions, and work rate (how hard you're breathing in the thing). See Program Administrator for details.

Storage

- Respirators must be stored in a clean, dry area, and in accord with the manufacturer's recommendations.
- Each employee will clean and inspect their own air purifying respirator in accord with the provisions of this program, and will store their respirator following manufacturer directions separate from anyone else's.
- Each employee will have his/her name on the respirator storage container, which will only be used to store that employee's respirator.
- Due to the limited use of respirators currently in use, stock may be limited to on demand ordering.

Defective Respirators

- Respirators that are defective or have defective parts must be immediately tagged and taken out of service.
- As soon as an employee discovers a defect in a respirator, they must bring the defect to the attention of their supervisor. Supervisors will tag and give all defective respirators to the Administrator. Administrator will decide whether to:
 - Temporarily take the respirator out of service until it can be repaired.
 - Perform a simple fix on the spot such as replacing a head strap.
 - Dispose of the respirator due to an irreparable problem or defect.
- Employees will be provided with a replacement respirator that they have been fit-tested for before returning to work.

VIII. AIR QUALITY

We use a number of means to monitor the air quality, temperature, and humidity when an employee is assigned to wear a respirator. Due to the vast territory of Inyo County and variable weather and airborne conditions, and the limited use of respirators, each situation may be assessed individually. See Program Administrator.

IX. TRAINING

The Administrator will provide training to respirator users and their supervisors on the contents of this Respiratory Protection Program, their responsibilities under it, and on the Cal/OSHA Respiratory Protection standard (T8CCR, section 5144). Workers will be trained prior to using a respirator in the workplace. The training will be comprehensive, understandable and recur annually, and more often if necessary.

Supervisors must also be similarly trained prior to supervising workers who must wear respirators even though supervisors themselves do not use a respirator. This is so they can ensure that each employee can demonstrate knowledge of at least the following:

- Why the respirator is necessary and how improper fit, usage, or maintenance can compromise the protective effect of the respirator.
- What the limitations and capabilities of the respirator are.
- How to use the respirator effectively in emergency situations, including situations in which the respirator malfunctions.
- How to inspect, put on and remove, use, and check the seals of the respirator.
- What the procedures are for maintenance and storage of the respirator.
- How to recognize medical signs and symptoms that may limit or prevent the effective use of respirators.
- The general requirements of the Respiratory Protection standard.

The Administrator and supervisors will ensure that employees are retrained at least annually or as needed, such as when the following situations occur:

- Changes in the workplace conditions or the types of respirator render previous training obsolete.
- Inadequacies in the employee's knowledge or use of the respirator indicate that the worker has not retained the requisite understanding or skill.
- Any other situation arises in which retraining appears necessary to ensure safe respirator use.
- Employees who notify their supervisors as directed in this written program that they wish to voluntarily wear a respirator where not required to do so shall be provided with a copy of the appendix specifying the information applicable especially to them. The supervisor shall be responsible for providing the appendix in flyer form. The flyer shall be available on the County intranet.

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New employees who may have been previously trained within the past 12 months: Re-training will not be required if the Administrator is able to demonstrate that the new employee has received the training within the last 12 months, it addressed the elements specified by our respirator program, and the employee can demonstrate knowledge of those elements. Previous training not repeated initially by us will be provided no later than 12 months from the date of the previous training.

X. PROGRAM EVALUATION

The Administrator will conduct at least triannual review of this written program and annual evaluations of the workplaces where respirator protection is authorized to ensure that the provisions of this program are being implemented. The evaluations will include at least annual site inspections and consultations (“check-ins”) with employees who are authorized to use respirators. Routine air monitoring and a review of records may also be done as appropriate. Special factors to be assessed include:

- Respirator fit (including the ability to use the respirator without interfering with effective workplace performance).
- Appropriate respirator selection for the hazards to which the employees are exposed.
- Proper respirator uses under the workplace conditions that employees may encounter.
- Proper respirator maintenance.

Areas for improvement identified by the Administrator will be documented, reported to the appropriate department head, and corrected on site where possible. The report will list plans and/or directions to correct deficiencies in the respirator program and target dates for implementing those corrections.

XI. DOCUMENTATION AND RECORDKEEPING

The Administrator will ensure documents supporting our respirator program are maintained and made available to affected employees as follows:

- A written copy of this respirator program.
- The Cal/OSHA standard (T8CCR, section 5144).
- Training materials used in our program.
- Fit test records. These records will include:
 - The name or identification of the employee tested.
 - Type of fit test performed.
 - Specific make, model, style, and size of respirator tested.
 - Date of test.
 - Test results (the pass/fail results for QLFTs or the fit factor and strip chart recording or other recording of the test results for QNFTs).
- Copies of all other records for all employees covered under the respirator program (except medical records).
- Records of medical evaluations will be retained and made available in accordance with T8CCR, section 3204, Access to Employee Exposure and Medical Records. The completed

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medical questionnaire and the PLHCP's documented findings are confidential and will remain with the PLHCP. We will only retain the physician's written recommendation regarding each employee's ability to wear a respirator.

Non-SO employees can access the above information by contacting the County Risk Manager, who maintains records at the QCOB in Bishop. SO employees may contact the Admin LT for this information, who maintains records at the County Jail.

Employees are to contact the Administrator if they have questions about this plan or wish to review it. Our plan will be maintained by the Administrator to ensure that the policies are carried out and the plan is effective. A copy of this program will be made available on the County intranet.

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EXHIBIT A: CONCERNS, RECOMMENDATIONS, AND FEEDBACK
REGARDING THE INYO COUNTY RESPIRATORY PROTECTION PLAN

In the interest of providing a safe and healthful work environment, all Inyo County employees are encouraged to bring any concerns about exposure to respiratory hazards, or about the Inyo County Respiratory Protection Program, to their supervisor, labor representative, or Risk Management. This form may be used to do so. Labor representatives are encouraged to bring these forms to the Joint Labor/Management Safety Committee for review and recommendation. An employee expressing a concern may elect to remain anonymous.

CONCERN:

RECOMMENDATION

Employee Name: _____ Title: _____ <i>(You may elect to remain anonymous.)</i>
Employee Signature: _____ Date: _____

RETURN COMPLETED FORM TO SUPERVISOR, RISK MANAGEMENT, OR UNION REP

EMPLOYEE – PLEASE DO NOT WRITE BELOW THIS LINE

Name of Department Head or Supervisor (Print): _____
Signature: _____ Date Received: _____

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EXHIBIT B: SELECT DEFINITIONS

Some terms and acronyms used in this program are defined below for convenience.

APF: Assigned Protection Factor. The level of respiratory protection that a particular type of respirator is expected to provide, assuming it's used via an effectively implemented respirator program.

APR: Air Purifying Respirator. Relies on filtration to remove airborne contaminants.

Fit Factor A quantitative estimate of the fit of a particular respirator to a specific individual. For example, a fit factor of 100 means the concentration of an airborne contaminant is expected to be 100 times less inside the respirator facepiece compared to the outside.

IDLH: Immediately Dangerous to Life or Health

MUC: Maximum Use Concentration.

NIOSH: National Institute of Occupational Safety and Health

PAPR: Powered Air Purifying Respirator.

PEL: Permissible Exposure Level

PLHCP: Physician or other licensed health care professional. Someone that is authorized under their California license to conduct the medical evaluation of employees required to wear a respirator.

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EXHIBIT C: JOBS AND TASKS WITH POTENTIAL OCCUPATIONAL EXPOSURE ANNUAL RESPIRATORY PROTECTION PROGRAM TRAINING REQUIRED

Inyo County employees assigned to any of the following tasks are considered to have a potential occupational exposure requiring respiratory protection at some point during the year: entering environments of unknown hazard level for rescue/assessment/recovery, entering environments where signage/Risk Management requires entrants to don a respirator, deployment of potentially airborne chemicals where the manufacturer requires/advises respiratory protection, and voluntary users of respiratory protection (including N95s but not dust masks). Our preference is to engage Engineering Controls first to avoid contact and thus the need for respiratory protection in the first place. However, employees assigned or anticipating such activating must therefore complete annual training on the County Respiratory Protection Program, including how to protect themselves from the occupational exposure anticipated as well as training on the proper selection, use, maintenance, and storage of the respiratory protection devices they may need to use. Training on Hazard Communications and known hazards may also be required. Such employees may hold any of the following countywide job titles:

We currently have only one particular PW Engineer approved and assigned under this program for limited access to restricted areas in the review of construction services. The Sheriff's Department has their own program for emergency use. We endeavor to structure the program for a more streamlined portion for those wearing N95s, as the typical training would give them far more information than would be relevant or interesting to them for use of an N95. Watch this space for development.

Department Head or designee may exempt an employee from the annual training requirement if the employee will not be assigned any tasks with potential exposure for the next 12 months. If a job title or task should be added or removed, please contact Risk Management.

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EXHIBIT D: VOLUNTARY OR REQUIRED USE

Work Location and Task	Airborne Hazardous Materials of Concern	Required Respirator APF	Type of Respiratory Protection (e.g., half- or full-face, APR or SAR, filtering facepiece)	Indicate if “mandatory”, “voluntary*”, or “emergency” use

EXHIBIT E: EMPLOYEES WEARING RESPIRATORS

Employee	Make, Model, and Size of Respirator	Indicate if “mandatory”, “emergency”, or “voluntary”	Date of Last Medical Clearance	Date* of Last Fit-Test

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EXHIBIT F: Employee Airborne Hazardous Chemical Assessments

Work Location / Task	Number of Employees	Airborne Contaminants Evaluated and Date(s)	Date of Latest Assessment	Range of Exposure Levels Determined	Cal/OSHA (or other) permitted concentration limits

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EXHIBIT G: Information for Employees Using Respirators When Not Required Under 8CCR5144

Respirators are an effective method of protection against designated hazards when properly selected and worn. Respirator use is encouraged even when exposures are below the exposure limit, to provide an additional level of comfort and protection for workers. However, if a respirator is used improperly or not kept clean, the respirator itself can become a hazard to the worker. Sometimes, workers may wear respirators to avoid exposures to hazards, even if the amount of hazardous substance does not exceed the limits set by Cal/OSHA standards. If a respirator is provided for your voluntary use, or if you provide your own respirator, you need to take certain precautions to be sure that the respirator itself does not present a hazard.

You should do the following:

1. Read and heed all instructions provided by the manufacturer on use, maintenance, cleaning and care, and warnings regarding the respirator's limitations.
2. Choose respirators certified for use to protect against the contaminant of concern. NIOSH, the National Institute for Occupational Safety and Health of the U.S. Department of Health and Human Services, certifies respirators. A label or statement of certification should appear on the respirator or respirator packaging. It will tell you what the respirator is designed for and how much it will protect you.
3. Do not wear your respirator into atmospheres containing contaminants for which your respirator is not designated to protect against. For example, a respirator designed to filter dust particles will not protect you against gases, vapors or very small solid particles of fumes or smoke. (FYI, the N in N-95 stands for "not resistant to oil.")
4. Keep track of your respirator so that you do not mistakenly use someone else's respirator. Place it in a paper bag with your name on it. Storage in a plastic bag is generally less desirable.

Employees will be provided the above information in flyer form by their supervisor. Employees are responsible for notifying their supervisor of their request to use a respirator when not required. Supervisors may contact Risk Management for assistance.

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EXHIBIT H: Employee Respiratory Training Roster and Training Topic Guide

At the top of a page, summarize the content of the training. Write the date of the training, the name of the trainer, and the trainer's qualifications for giving the training. Then leave two columns below all that information for each attendee to print and then sign their name. Note who, if anyone, attended only part of the training. No specific form is required, as long as all of these elements are recorded. Send a copy of the form to Risk Management for documentation purposes.

Topics to cover in a Respiratory Protection Classification

- Why the respirator is necessary and how improper fit, usage, or maintenance can compromise the protective effect of the respirator.
- What the limitations and capabilities of the respirator are.
- How to use the respirator effectively in emergency situations, including situations in which the respirator malfunctions.
- How to inspect, put on and remove, use, and check the seals of the respirator.
- What the procedures are for maintenance and storage of the respirator.
- How to recognize medical signs and symptoms that may limit or prevent the effective use of respirators.
- The general requirements of the Respiratory Protection standard (T8CCR, section 5144).
- Acknowledge receipt by everyone in attendance of a printed copy of the County Respiratory Protection Program
- Other topics applicable to the specific tasks – rescue, asbestos, etc.

EXHIBIT I: User Seal-Check Procedure

Facepiece Positive and/or Negative Pressure Checks.

If available, comply with all manufacture guidelines.

Positive pressure check. Close off the exhalation valve and exhale gently into the facepiece. The face fit is considered satisfactory if a slight positive pressure can be built up inside the facepiece without any evidence of outward leakage of air at the seal. For most respirators this method of leak testing requires the wearer to first remove the exhalation valve cover before closing off the exhalation valve and then carefully replacing it after the test.

Negative pressure check. Close off the inlet opening of the canister or cartridge(s) by covering with the palm of the hand(s) or by replacing the filter seal(s), inhale gently so that the facepiece collapses slightly, and hold the breath for ten seconds. The design of the inlet opening of some cartridges cannot be effectively covered with the palm of the hand. The test can be performed by covering the inlet opening of the cartridge with a thin latex or nitrile glove. If the facepiece remains in its slightly collapsed condition and no inward leakage of air is detected, the tightness of the respirator is considered satisfactory.

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EXHIBIT J: Respirator Cleaning Procedure

Employees must implement the below eight respirator cleaning procedures. If available, comply with all manufacture guidelines, as long as they are at least as effective as the below.

1. Remove filters, cartridges, or canisters. Disassemble facepieces by removing speaking diaphragms, demand and pressure-demand valve assemblies, hoses, or any components recommended by the manufacturer. Discard or repair any defective parts.
2. Wash components in warm (43 deg. C [110 deg. F] maximum) water with a mild detergent or with a cleaner recommended by the manufacturer. A stiff bristle (not wire) brush may be used to facilitate the removal of dirt. Employees will be provided with detergents, cleaners, and brushes.
3. Rinse components thoroughly in clean, warm (43 deg. C [110 deg. F] maximum), preferably running water. Drain.
4. When the cleaner used does not contain a disinfecting agent, respirator components should be immersed for two minutes in one of the following:
 - Hypochlorite solution (50 ppm of chlorine) made by adding approximately one milliliter of laundry bleach to one liter of water at 43 deg. C (110 deg. F).
 - Aqueous solution of iodine (50 ppm iodine) made by adding approximately 0.8 milliliters of tincture of iodine (6-8 grams ammonium and/or potassium iodide/100 cc of 45% alcohol) to one liter of water at 43 deg. C (110 deg. F).
 - Other commercially available cleansers of equivalent disinfectant quality when used as directed, if their use is recommended or approved by the respirator manufacturer.
5. Rinse components thoroughly in clean, warm (43 deg. C [110 deg. F] maximum), preferably running water. Drain. The importance of thorough rinsing cannot be overemphasized. Detergents or disinfectants that dry on facepieces may result in dermatitis. In addition, some disinfectants may cause deterioration of rubber or corrosion of metal parts if not completely removed.
6. Components should be hand-dried with a clean lint-free cloth or air-dried.
7. Reassemble facepiece, replacing filters, cartridges, and canisters where necessary.
8. Test the respirator to ensure that all components work properly.

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EXHIBIT K: Respirator Inspection Procedures

Employees will use the following checklist when inspecting respirators before each use and during cleaning:

- Facepiece
 - Pliability
 - Cracks, tears, or holes
 - Face mask distortion
 - Cracked or loose lenses/face shield
 - Contamination of the interior
- Valves:
 - Residue or dirt
 - Cracks or tears in valve material
 - Valve distortions and proper seating
- Head straps:
 - Breaks or tears
 - Loss of elasticity
 - Functional buckles
- Filters/Cartridges:
 - Approval designation label
 - Gaskets
 - Cracks or dents in housing
 - Proper cartridge for the hazard
- Air Supply Systems (NOT CURRENTLY IN USE)

All respirators maintained for use in emergency situations must be inspected at least monthly and in accordance with the manufacturer's recommendations, and will be checked for proper function before and after each use. Emergency escape-only respirators will be inspected before being carried into the workplace for use.

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EXHIBIT L: Medical Questionnaire – PAGE 1

To the employer: Answers to questions in Section 1, and to question 9 in Section 2 of Part A, do not require a medical examination.

To the employee: Can you read (circle): Yes/No

Your employer must allow you to answer the questionnaire during normal working hours, or at a time and place that is convenient to you. To maintain your confidentiality, your employer or supervisor must not look at or review your answers, and your employer must tell you how to deliver or send this questionnaire to the health care professional who will review it.

Part A. Section 1. (Mandatory) The following information must be provided by every employee who has been selected to use any type of respirator (please print).

1. Today's date: _____
2. Your name: _____
3. Your age (to nearest year): _____
4. Sex (circle one): Male/Female
5. Your height: _____ ft. _____ in.
6. Your weight: _____ lbs.
7. Your job title: _____
8. A phone number where you can be reached by the health care professional who reviews this questionnaire (include the Area Code): _____
9. The best time to phone you at this number: _____
10. Has your employer told you how to contact the health care professional who will review this questionnaire (circle one): Yes/No
11. Check the type of respirator you will use (you can check more than one category):
 - a. _____ N, R, or P disposable respirator (filter-mask, non-cartridge type only).
 - b. _____ Other type (for example, half- or full-facepiece type, powered-air purifying, supplied-air, self-contained breathing apparatus).
12. Have you worn a respirator (circle one): Yes/No
If "yes," what type(s): _____

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EXHIBIT L: Medical Questionnaire – PAGE 2

Part A. Section 2. (Mandatory) Questions 1 through 9 below must be answered by every employee who has been selected to use any type of respirator (please circle “yes” or “no”).

1. Do you currently smoke tobacco, or have you smoked tobacco in the last month: Yes/No

2. Have you ever had any of the following conditions?
 - a. Seizures: Yes/No
 - b. Diabetes (sugar disease): Yes/No
 - c. Allergic reactions that interfere with your breathing: Yes/No
 - d. Claustrophobia (fear of closed-in places): Yes/No
 - e. Trouble smelling odors: Yes/No

3. Have you ever had any of the following pulmonary or lung problems?
 - a. Asbestosis: Yes/No
 - b. Asthma: Yes/No
 - c. Chronic bronchitis: Yes/No
 - d. Emphysema: Yes/No
 - e. Pneumonia: Yes/No
 - f. Tuberculosis: Yes/No
 - g. Silicosis: Yes/No
 - h. Pneumothorax (collapsed lung): Yes/No
 - i. Lung cancer: Yes/No
 - j. Broken ribs: Yes/No
 - k. Any chest injuries or surgeries: Yes/No
 - l. Any other lung problem that you've been told about: Yes/No

4. Do you currently have any of the following symptoms of pulmonary or lung illness?
 - a. Shortness of breath: Yes/No
 - b. Shortness of breath when walking fast on level ground or walking up a slight hill or incline: Yes/No
 - c. Shortness of breath when walking with other people at an ordinary pace on level ground: Yes/No
 - d. Have to stop for breath when walking at your own pace on level ground: Yes/No
 - e. Shortness of breath when washing or dressing yourself: Yes/No
 - f. Shortness of breath that interferes with your job: Yes/No
 - g. Coughing that produces phlegm (thick sputum): Yes/No
 - h. Coughing that wakes you early in the morning: Yes/No
 - i. Coughing that occurs mostly when you are lying down: Yes/No
 - j. Coughing up blood in the last month: Yes/No
 - k. Wheezing: Yes/No
 - l. Wheezing that interferes with your job: Yes/No
 - m. Chest pain when you breathe deeply: Yes/No
 - n. Any other symptoms that you think may be related to lung problems: Yes/No

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EXHIBIT L: Medical Questionnaire – PAGE 3

5. Have you ever had any of the following cardiovascular or heart problems?
- a. Heart attack: Yes/No
 - b. Stroke: Yes/No
 - c. Angina: Yes/No
 - d. Heart failure: Yes/No
 - e. Swelling in your legs or feet (not caused by walking): Yes/No
 - f. Heart arrhythmia (heart beating irregularly): Yes/No
 - g. High blood pressure: Yes/No
 - h. Any other heart problem that you've been told about: Yes/No
6. Have you ever had any of the following cardiovascular or heart symptoms?
- a. Frequent pain or tightness in your chest: Yes/No
 - b. Pain or tightness in your chest during physical activity: Yes/No
 - c. Pain or tightness in your chest that interferes with your job: Yes/No
 - d. In the past two years, have you noticed your heart skipping or missing a beat: Yes/No
 - e. Heartburn or indigestion that is not related to eating: Yes/No
 - f. Any other symptoms that you think may be related to heart or circulation problems: Yes/No
7. Do you currently take medication for any of the following problems?
- a. Breathing or lung problems: Yes/No
 - b. Heart trouble: Yes/No
 - c. Blood pressure: Yes/No
 - d. Seizures (fits): Yes/No
8. If you've ever used a respirator, have you ever had any of the following problems?
(If you've never used a respirator, check the following space and go to question 9:)
- a. Eye irritation: Yes/No
 - b. Skin allergies or rashes: Yes/No
 - c. Anxiety: Yes/No
 - d. General weakness or fatigue: Yes/No
 - e. Any other problem that interferes with your use of a respirator: Yes/No
9. Would you like to talk to the health care professional who will review this questionnaire about your answers to this questionnaire: Yes/No

Questions 10 to 15 below must be answered by every employee who has been selected to use either a full-facepiece respirator or a self-contained breathing apparatus (SCBA). For employees who have been selected to use other types of respirators, answering these questions is voluntary.

10. Have you ever lost vision in either eye (temporarily or permanently): Yes/No
11. Do you currently have any of the following vision problems?
- a. Wear contact lenses: Yes/No
 - b. Wear glasses: Yes/No
 - c. Color blind: Yes/No
 - d. Any other eye or vision problem: Yes/No

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EXHIBIT L: Medical Questionnaire – PAGE 4

12. Have you ever had an injury to your ears, including a broken ear drum: Yes/No
13. Do you currently have any of the following hearing problems?
- a. Difficulty hearing: Yes/No
 - b. Wear a hearing aid: Yes/No
 - c. Any other hearing or ear problem: Yes/No
14. Have you ever had a back injury: Yes/No
15. Do you currently have any of the following musculoskeletal problems?
- a. Weakness in any of your arms, hands, legs, or feet: Yes/No
 - b. Back pain: Yes/No
 - c. Difficulty fully moving your arms and legs: Yes/No
 - d. Pain and stiffness when you lean forward or backward at the waist: Yes/No
 - e. Difficulty fully moving your head up or down: Yes/No
 - f. Difficulty fully moving your head side to side: Yes/No
 - g. Difficulty bending at your knees: Yes/No
 - h. Difficulty squatting to the ground: Yes/No
 - i. Climbing a flight of stairs or a ladder carrying more than 25 lbs: Yes/No
 - j. Any other muscle or skeletal problem that interferes with using a respirator: Yes/No

Part B. Any of the following questions, and other questions not listed, may be added to the questionnaire at the discretion of the health care professional who will review the questionnaire.

1. In your present job, are you working at high altitudes (over 5,000 feet) or in a place that has lower than normal amounts of oxygen: Yes/No

If “yes,” do you have feelings of dizziness, shortness of breath, pounding in your chest, or other symptoms when you're working under these conditions: Yes/No

2. At work or at home, have you ever been exposed to hazardous solvents, hazardous airborne chemicals (e.g., gases, fumes, or dust), or have you come into skin contact with hazardous chemicals: Yes/No

If “yes,” name the chemicals if you know them: _____, _____,
_____, _____.

County of Inyo Respiratory Protection Program

EXHIBIT L: Medical Questionnaire – PAGE 4

3. Have you ever worked with any of the materials, or under any of the conditions, listed below:

- a. Asbestos: Yes/No
- b. Silica (e.g., in sandblasting): Yes/No
- c. Tungsten/cobalt (e.g., grinding or welding this material): Yes/No
- d. Beryllium: Yes/No
- e. Aluminum: Yes/No
- f. Coal (for example, mining): Yes/No
- g. Iron: Yes/No
- h. Tin: Yes/No
- i. Dusty environments: Yes/No
- j. Any other hazardous exposures: Yes/No

If "yes," describe these exposures: _____

4. List any second jobs or side businesses you have: _____

5. List your previous occupations: _____

6. List your current and previous hobbies: _____

7. Have you been in the military services? Yes/No

If "yes," were you exposed to biological or chemical agents (either in training or combat): Yes/No

8. Have you ever worked on a HAZMAT team? Yes/No

9. Other than medications for breathing and lung problems, heart trouble, blood pressure, and seizures mentioned earlier in this questionnaire, are you taking any other medications for any reason (including over-the-counter medications): Yes/No

If "yes," name the medications if you know them: _____

10. Will you be using any of the following items with your respirator(s)?

- a. HEPA Filters: Yes/No
- b. Canisters (for example, gas masks): Yes/No
- c. Cartridges: Yes/No

County of Inyo Respiratory Protection Program

EXHIBIT L: Medical Questionnaire – PAGE 5

11. How often are you expected to use the respirator(s) (circle “yes” or “no” for all answers that apply to you)?:

- a. Escape only (no rescue): Yes/No
- b. Emergency rescue only: Yes/No
- c. Less than 5 hours per week: Yes/No
- d. Less than 2 hours per day: Yes/No
- e. 2 to 4 hours per day: Yes/No
- f. Over 4 hours per day: Yes/No

12. During the period you are using the respirator(s), is your work effort:

a. Light (less than 200 kcal per hour): Yes/No

If “yes,” how long does this period last during the average shift: ____ hrs. ____ mins.

Examples of a light work effort are sitting while writing, typing, drafting, or performing light assembly work; or standing while operating a drill press (1-3 lbs.) or controlling machines.

b. Moderate (200 to 350 kcal per hour): Yes/No

If “yes,” how long does this period last during the average shift: ____ hrs. ____ mins.

Examples of moderate work effort are sitting while nailing or filing; driving a truck or bus in urban traffic; standing while drilling, nailing, performing assembly work, or transferring a moderate load (about 35 lbs.) at trunk level; walking on a level surface about 2 mph or down a 5-degree grade about 3 mph; or pushing a wheelbarrow with a heavy load (about 100 lbs.) on a level surface.

c. Heavy (above 350 kcal per hour): Yes/No

If “yes,” how long does this period last during the average shift: ____ hrs. ____ mins.

Examples of heavy work are lifting a heavy load (about 50 lbs.) from the floor to your waist or shoulder; working on a loading dock; shoveling; standing while bricklaying or chipping castings; walking up an 8-degree grade about 2 mph; climbing stairs with a heavy load (about 50 lbs.).

13. Will you be wearing protective clothing and/or equipment (other than the respirator) when you're using the respirator: Yes/No

If “yes,” describe this protective clothing and/or equipment:

_____.

14. Will you be working under hot conditions (temperature exceeding 77 deg. F): Yes/No

15. Will you be working under humid conditions: Yes/No

16. Describe the work you'll be doing while you're using your respirator(s):

County of Inyo Respiratory Protection Program

EXHIBIT L: Medical Questionnaire – PAGE 6

17. Describe any special or hazardous conditions you might encounter when you're using your respirator(s) (for example, confined spaces, life-threatening gases): _____

18. Provide the following information, if you know it, for each toxic substance that you'll be exposed to when you're using your respirator(s):

- a) Name of first toxic substance: _____
- b) Estimated maximum exposure level per shift: _____
- c) Duration of exposure per shift: _____
- d) Name of second toxic substance: _____
- e) Estimated maximum exposure level per shift: _____
- f) Duration of exposure per shift: _____
- g) Name of third toxic substance: _____
- h) Estimated maximum exposure level per shift: _____
- i) Duration of exposure per shift: _____
- j) Other toxic substances that you'll be exposed to while using your respirator: _____

19. Describe any special responsibilities you'll have while using your respirator(s) that may affect the safety and well-being of others (for example, rescue, security): _____

[end]

**County of Inyo
Bloodborne Pathogen
Exposure Control Plan**

Updated February 2023

In the event of an occupational exposure:

FLUSH, WASH, and CALL.

See “Three Steps” (Exhibit G)

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I. PURPOSE

The County of Inyo provides a safe and healthful workplace. This Bloodborne Pathogens (BBP) Exposure Control Plan (ECP) documents the tools, training, and procedures provided to protect County employees from occupational exposure to bloodborne pathogens and to help employees respond in the event of an exposure or infection. It discusses how we protect employees from health hazards related to occupational exposure to bloodborne pathogens, including Hepatitis B Virus (HBV), Hepatitis C Virus (HCV), and Human Immunodeficiency Virus (HIV). It also explains the appropriate treatment and counseling we provide for employees exposed to bloodborne pathogens. This document fully complies with all relevant regulation, including Title IIX (8), California Code of Regulations, section 5193. For simplicity throughout this document, “BBP” is used to refer to bloodborne pathogens as well as other potentially infectious material (OPIM).

II. GENERAL RESPONSIBILITIES

Both the County (the employer) and its employees play roles in maintaining a safe work environment and minimizing the risk of BBP exposures. These roles can overlap, but the nature of the responsibility can differ. The following general guidelines distinguish the responsibilities.

Employee Responsibilities:

- Complete training/orientation as required.
- Follow exposure control plan and universal precautions.
- Use safe work practices, obey engineering controls, and use PPE correctly.
- Obtain HBV vaccine or sign the declination form.
- Report exposure incidents to supervisor and one of the contacts on the title page immediately.
- Pursue follow-up care after an exposure.
- Practice proper housekeeping.
- Report any unsafe conditions to supervisor.

Employer Responsibilities:

- Conduct training/orientations as required.
- Maintain this document and make it available to employees.
- Provide appropriate PPE, safe work practices, and engineering controls.
- Provide HBV vaccination and provide declination form.
- Follow-up with employee after a potentially infectious incident.
- Ensure worksites are maintained in clean and sanitary conditions.
- Record and keep records of exposure incidents (sharp injury log).
- Label potentially infectious containers.

III. RESPONSIBILITIES FOR SPECIFIC EMPLOYEES

In addition to general employee responsibilities, the Risk Manager, Department Heads, and Designated Employees have additional and specific responsibilities. The Risk Manager oversees overall implementation, administration, and review. Risk Manager assigns annual

training, provides materials and support to departments, and conducts investigations. The Risk Manager also serves as County liaison with regulatory officials. Department Heads are responsible for bloodborne pathogen exposure control of employees in their departments. Department Heads take the initiative to involve employees on devising ways to increase employee safety.

Department Heads of the departments listed in Exhibit A may designate an employee as “Designated Employee” to be responsible for BBPECP execution and implementation for their department. If no designee is named, the Department Head is the designee. A Designated Employee does the following:

- Helps the employee through the Employee Work-Related Injury Illness Process, and contacts Risk Management for assistance.
- Seeks continuous improvement in BBP exposure controls for their area.
- Ensures employees get the routine training and vaccinations required.
- Ensures new employees and employees whose assignments have changes get additional training where appropriate.
- Complies with County policy regarding records security and records retention.
- Seeks to eliminate the use of needle devices where safe and effective alternatives are available.
- Acquires and stocks adequate levels of personal protective equipment.

IV. PLAN AVAILABILITY AND REVIEW

The BBPECP is available to employees at any time on the County intranet. A printed copy is available with a five business day notice from a Department Head of Personnel office. Employees are provided a copy during employee orientation and during annual training. In addition, printed copies are available in IIPP binders.

The Risk Manager reviews and updates this document annually with the Safety Committee and affected Department Heads, and any significant changes are brought to the Board of Supervisors for readoption. In addition, a plan review may be triggered when new or modified tasks and procedures are implemented, when existing filled positions are revised (if the revision may result in new or modified potential exposures), when new functional positions are established that may involve potential exposures, and upon employee request or suggestion. In accordance with the document retention policy, only the current version of the BBPECP is maintained.

V. EXPOSURE DETERMINATION

Exhibit B provides a list of tasks and job titles with potential occupational exposure to BBPs. Department Heads or Designated Employees contact the Risk Manager to discuss revisions, and revisions to Exhibit B may require an investigation and a solicitation of input from affected employees and their representatives.

VI. METHODS OF COMPLIANCE

Minimizing the risk of exposure and infection involves following universal precautions, appropriate engineering controls, safe work practices, personal protective equipment (PPE) requirements, and appropriate disposal and disinfection housekeeping procedures. By rigorously complying with these methods, employees eliminate or minimize their exposures to blood borne pathogens. These five are explained in the following.

Universal Precautions: The County practices and trains employees on universal precautions. All human blood and certain human bodily fluids (collectively known as potentially infectious materials) are treated as if they are known to be infectious for HIV, HCV, HBV, and other BBPs. Typically relevant human bodily fluids include, but are not limited to, vomit, vaginal secretions, semen, and stool. Spit is generally not a BBP unless it is likely to include blood due to recent cuts in the face or mouth. If unsure whether an exposure could be infectious, always assume it to be infectious.

Engineering Controls: Engineering controls help to eliminate or reduce the likelihood of exposure by providing cleaning, maintenance, and other equipment that is designed to prevent contact with potentially infectious materials. Engineering controls made available to at-risk employees include:

- Sharps disposal containers (puncture-resistant, labeled, and leak proof).
- Safer medical devices (such as sharps with engineered sharps injury protections and needleless systems).
- Self-sheathing needles, where possible.
- Facilities for hand washing and personal sanitation.
- Safer specimen containers (puncture-resistant, labeled, and leak proof).

Each Department Head is responsible for the maintenance and repair of engineering controls and consults with the Risk Manager on access and suitability of engineering controls.

Work Practice Controls: Safe work practices are used to increase the safety of processes. Controls in use depend on the tasks performed. Department Heads are responsible for departmental enforcement of safe work practices. Examples of work practice controls may include:

- Eating, drinking, smoking, applying cosmetics or lip balm and handling contact lenses is prohibited in work areas where there is potential for exposure to bloodborne pathogens.
- Food and drink are not kept in refrigerators, freezers, on countertops or in other storage areas where blood or other potentially infectious materials are present.
- Mouth pipetting/suctioning of blood or other infectious materials is prohibited.
- Wash hands with soap and water after removal of gloves or other PPE.
- Wash hands and any other exposed skin with soap and water, and flush exposed mucous membranes with water, after contact with BBP.
- Contaminated needles and other contaminated sharps are not bent, recapped or removed unless it can be demonstrated that there is no feasible alternative or the

action is required by specific medical procedure. In the two situations above, the recapping or needle removal is accomplished through the use of a medical device or a one-handed technique.

- Contaminated reusable sharps are placed in appropriate containers immediately, or as soon as possible, after use.
- Specimens of blood or other potentially infectious materials are placed in designated leak-proof containers, appropriately labeled, for handling and storage.
- If outside contamination of a primary specimen container occurs, that container is placed within a second leak-proof container, appropriately labeled, for handling and storage.
- If a specimen can puncture its primary container, then a secondary container must be puncture resistant as well.
- Equipment which becomes contaminated is examined prior to servicing or shipping and decontaminated as necessary (unless it can be demonstrated that decontamination is not feasible).
- An appropriate biohazard warning label is attached to any contaminated equipment, identifying the contaminated equipment, and identifying the contaminated portions.
- Information regarding the remaining contamination is conveyed to all affected employees, the equipment manufacturer and the equipment service representative prior to handling, servicing, or shipping.

Personal Protective Equipment (PPE): When used correctly, PPE does not permit blood or other potentially infectious material to pass through. The County provides such equipment and training on its use at no cost to employees. The appropriate type of PPE to use varies with the task and degree of potential exposure, so check with your supervisor on selection, use, and maintenance. PPE may include gloves, gowns, goggles/eye protection, N95 or surgical masks/face shields, mouth guards, resuscitation bags, pocket masks, and other ventilation devices. Hypoallergenic gloves, glove liners and similar alternatives are readily available to employees who are or may be allergic to gloves provided for other users.

Each Department Heads is responsible for ensuring that appropriate personal protective equipment is readily available and properly maintained for tasks and procedures their employees may perform. Training is discussed in a later section.

Required PPE maintenance practices are as follows:

- All personal protective equipment is inspected periodically and repaired or replaced as needed to maintain its effectiveness.
- Reusable personal protective equipment is cleaned, laundered, and decontaminated as needed.
- Single-use personal protective equipment (equipment that cannot be decontaminated) is safety discarded.

Required PPE Use Practices are as follows:

- Any garments penetrated by blood or other infectious materials are removed immediately, or as soon as feasible.

County of Inyo Bloodborne Pathogens Exposure Control Plan

- All personal protective equipment is removed prior to leaving a work area.
- Gloves are worn whenever employees anticipate hand contact with potentially infectious materials and when handling or touching contaminated items or surfaces.
- Disposable gloves are replaced as soon as practical after contamination or if they are torn, punctured or otherwise lose their ability to function as an "exposure barrier."
- Disposable (single use) gloves shall not be washed or decontaminated for reuse.
- Utility gloves are decontaminated for reuse unless they are cracked, peeling, torn or exhibit other signs of deterioration, at which time they are disposed of.
- Masks and eye protection (such as goggles, face shields, etc.) are used whenever splashes or spray may generate droplets of infectious materials.
- Protective clothing (such as gowns and aprons) shall be worn whenever potential exposure to the body is anticipated.

Housekeeping (Disposal and Disinfection): Maintenance of work areas in clean and sanitary conditions is a critical part in minimizing risk of exposure. HIV may not survive long outside the human body, but HBV can survive for at least seven days on environmental surfaces, and HCV may be able to survive up to four days; therefore, disinfection and disposal are the keys to reducing the risks of BBP exposures. For purposes of BBP exposure controls, basic housekeeping includes:

- Decontaminating work surfaces.
- Removing and replacing protective coverings that have become contaminated (plastic wrap, foil, etc.).
- Inspecting and decontaminating containers that may be reused.
- Using proper equipment to clean up spills.
- Safely disposing of sharps.

To be most effective, surfaces must be cleaned prior to disinfection. Cleaners are products that remove soil, dirt, dust, organic matter, and germs. Cleaners work by washing the surface to lift dirt and germs off surfaces so they can be rinsed away with water. Disinfectants, on the other hands, are chemical products that destroy or inactivate germs and prevent them from growing. Disinfectants have no effect on dirt, soil, or dust. Employees must wear proper gloves and other PPE as specified by Safety Data Sheets (SDS) when using chemicals. (See Inyo County Hazardous Materials Management Plan.)

Janitorial/cleaning staff practices are as follows:

- All equipment and surfaces are cleaned and decontaminated after contact with blood or other potentially infectious materials.
- All procedures involving BBP shall be performed in such a manner as to minimize splashing, spraying, spattering, and generation of droplets of these substances.
- All equipment and surfaces are cleaned and decontaminated after the completion of medical procedures.
- Cleaning and decontamination occur immediately (or as soon as feasible) when surfaces are overtly contaminated and after any spill of blood or infectious material.
- At the end of work shift if the surface may have been contaminated during that shift, the surface will be cleaned and decontaminated.

County of Inyo Bloodborne Pathogens Exposure Control Plan

- Protective covering such as plastic wrap, aluminum foil, or imperviously - backed absorbent paper used to cover equipment and environmental surfaces shall be removed and replaced as soon as feasible when they become overtly contaminated or at the end of work shift if they may have become contaminated during shift.
- All pails, bins, and other receptacles intended for reuse which have a reasonable likelihood of becoming contaminated with blood or other potentially infectious materials are routinely inspected, cleaned and decontaminated on a regularly scheduled basis and are decontaminated immediately, or as soon as feasible, upon visible contamination.
- Potentially contaminated broken glassware shall be picked up using mechanical means (dustpan and brush, tongs, forceps, etc.) and NOT BY unprotected hands.
- Contaminated reusable sharps are stored in containers that do not require hand processing.

Handling of regulated waste (waste that contains recognizable fluid blood, fluid blood products, containers or equipment containing blood that is fluid) requires the following:

- Discarded or bagged in containers that are: closable, puncture-resistant (as needed), leak proof (as needed), and labeled in red with the appropriate biohazard warning label.
- Containers placed close to the sources of the waste.
- Containers kept upright, routinely replaced, and not allowed to overflow.
- Contaminated laundry (soiled with blood or OPIM) is handled as little as possible, not sorted or rinsed where it is used, and is placed and transported in appropriately labeled or color-coded containers.
- Appropriate PPE is used when handling contaminated laundry.
- When moving/transporting regulated waste containers, they must be kept closed and enclosed within a secondary container (if necessary).

VII. CLEANING SCHEDULE

The following areas are cleaned and disinfected with disinfectant daily: Juvenile Detention Facility (when detainees are present), QCOB Public Health Clinic, Wellness Centers, Progress House, Jail, and restrooms in libraries, museums, and county office buildings. Restrooms and related facilities at parks and campgrounds are cleaned and disinfected with a sufficient disinfectant every other day. This schedule is subject to change during pandemics.

The following employees are responsible for setting cleaning and decontamination schedules for the listed locations and for ensuring compliance with those schedules:

- Solid Waste Foreman – all solid waste facilities.
- Parks Manager – all facilities at County-maintained parks and campgrounds.
- Buildings and Maintenance Supervisor – all other County maintained buildings.

Department Heads are responsible for coordinating with the Buildings and Maintenance Supervisor as needed to ensure compliance with proper and timely housekeeping.

VIII. HEPATITIS B VACCINATION PROGRAM

Exposure incidents can occur even with adherence to all exposure prevention practices. Hepatitis B vaccination is the best way to prevent contracting Hepatitis B. To protect employees as much as possible from the possibility of Hepatitis B infection, a vaccination program has been implemented. This program is available, at no cost, to all employees who have probable occupational exposure to bloodborne pathogens. As part of their bloodborne pathogens training, employees receive information regarding Hepatitis B vaccination, including its safety and effectiveness. All employees are made aware of the vaccination program during bloodborne pathogens training.

Department Heads are responsible for ensuring that employees within their department who have probable occupational exposure to Bloodborne pathogens have received the Hepatitis vaccination within ten (10) working days of initial assignment. Upon request, Risk Management will assist Department Heads with this task. Personnel will store all employee medical documentation. Department Heads should avoid asking employees questions about personal medical information. Vaccinations are performed under the supervision of a licensed physician or other health care professional. Employees who decline to take part in the vaccination program must sign the "Vaccination Declination Form" (Exhibit "C").

Any unvaccinated employee involved in an exposure incident shall be entitled to receive the Hepatitis B vaccination series at no cost and as soon as possible. If an employee initially declines Hepatitis B vaccination but at changes their mind, the vaccination will be offered upon request.

IX. POST-EXPOSURE EVALUATION AND FOLLOW-UP

Exposure incidents can occur even with adherence to all exposure prevention practices. Adherence to procedures for post-exposure evaluation and follow-up helps when exposures occur.

An exposure incident is defined as a specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with a BBP that results from the performance of an employee's duties.

In the event of an exposure to possible infection by blood or other body fluid (especially involving a needle stick or sharps injury), immediately follow these steps without delay:

1. Wash needle sticks and cuts with soap and water.
2. Flush splashes to the nose, mouth, or skin with water.
3. Irrigate eyes with clean water or saline.
4. Report incident to supervisor and call the Injury Hotline at 877.215.7285.
5. The exposed employee shall receive medical consultation from the Hotline nurse, and the nurse will send the employee, if required, to get testing at the appropriate facility. If the employee is referred to testing, a workers' compensation claim form will be required. Call Risk Management for assistance.

6. Supervisor completes an incident report, the Exposure Incident Reporting and Investigation form (Exhibit "D") and submits it to the Risk Manager and Department Head. The report should include consideration of description of the tasks being performed when the exposure incident occurred; source of transmission; port of entry; PPE utilized; and medical treatment obtained. The Risk Manager may use the report as part of a further investigation.
7. If exposure resulted from a sharp (object that penetrates the skin or any other part of the body, including, but not limited to needle devices, lancets, broken glass and broken capillary tubes), the supervisor must complete the one-page Sharps Injury Log (Exhibit "E") within fourteen days from the date the incident was reported and submit to Risk Manager.

In order to make sure employees receive the best and most timely treatment if an exposure to bloodborne pathogens occurs, and to help keep all information confidential, the County asks employees to call the Employee Work Related Injury Illness Process Hotline immediately. The agent and nurse on that hotline are best suited, 24/7, to assist the employee in getting the care they need as fast as possible with limited interruption. The County may use the process for Post-Exposure Prophylaxis (Exhibit "F") to verify that all steps in the process have been completed in coordination with the Risk Manager and County Health Officer or other designated licensed healthcare provider.

Post-Exposure Documentation and Testing: The exposed employee shall provide the Hotline with the following confidential information: Documentation regarding the routes of exposure and circumstances under which the exposure incident occurred; and identification of the source individual (unless infeasible or prohibited by law).

The source individual's blood shall be tested as soon as feasible and after consent is obtained in order to determine HBV, HCV and HIV infectivity. If consent is not obtained, the County shall establish that legally required consent cannot be obtained. When the source individual's consent is not required by law, the source individual's blood, if available shall be tested and the results documented. Results of the source individual's testing shall be made available to the exposed employee, if it is obtained. At that time, the employee will be made aware of any applicable laws and regulations concerning disclosure of the identity and infectious status of a source individual. The exposed employee shall receive information related to the significance of the source individual's laboratory results and its implications.

Upon medical direction as triaged through the Hotline, subject to employee consent, a medical provider may collect and test saliva or blood from the exposed employee for HBV, HCV, HIV, and/or other status under medical direction.

If the employee consents to baseline blood collection but does not give consent at that time for HIV serologic testing, the sample shall be preserved for at least 90 days. If within 90 days the employee elects to have the baseline sample tested, such testing shall be done as soon as feasible.

The Hotline nurse will consult and assess with the employee about their risk exposure, and then help the employee to make an appointment the County Health Officer to discuss the employee's medical status and/or to perform testing / post exposure prophylaxis. If the hotline nurse determines that a visit to an emergency room is appropriate for more prompt testing / post exposure prophylaxis, the Hotline nurse will promptly facilitate that ER visit. Employees have the option to consult with his/her private physician. The post exposure checklist or similar should be utilized by providers to facilitate communications and documentation. Employee personal medical information is closely guarded. You are advised not to provide your own medical papers directly to your coworkers, supervisor, or Department Head, as those documents may contain private medical information you should keep to yourself. See Personnel or Risk Management with questions.

Information provided to the Healthcare Professional: To assist the exposed employee, the County may share the following with a healthcare professional in a limited context:

- 1) Copy of the Bloodborne Pathogens Standard.
- 2) A description of the exposure incident.
- 3) A description of the exposed employee's duties as they relate to the exposure incident.
- 4) The exposed employee's relevant medical records, if the County has any.
- 5) Results of the source individual's blood testing, if the County has any.
- 6) Other pertinent information.

Healthcare Professional Written Opinion: After the consultation, the healthcare professional shall provide the Health Officer or other designated licensed healthcare provider with a written opinion evaluating the exposed employee's situation. A copy of this opinion shall be given to the exposed employee. The written opinion shall contain only the following information: Confirmation that the employee has been informed of the results of the evaluation; and confirmation that the employee has been told about any medical conditions resulting from the incident which requires further evaluation or treatment.

With regard to the Hepatitis B vaccination, the opinion shall be limited to whether Hepatitis B vaccination is indicated for an employee and if the employee has received such vaccination. All other findings or diagnoses will remain confidential and will not be included in the written report.

X. RECORD KEEPING

All BBP exposure incidents are reported through the Hotline so the employees get to speak with a triage nurse right away and can get access to testing promptly, where appropriate. This process starts the record keeping, as each of these incidents becomes a workers' compensation claim. This also helps keep medical information separate with retained with the medical provider and not with the county for the employee's benefit. As such, the county no longer maintains copies of employee post exposure test results, though this information is tracked within our workers' compensation system and our third-party administrator ensures our exposed employees get the ongoing care required. Our Risk Manager supervises that program.

We handled this differently in the past, so Personnel may have medical records regarding exposures and test results. Risk Management has no such legacy records. That information is not disclosed or reported to anyone without the employee's written consent (except as required by law). Medical records are retained for duration of employment plus 30 years.

Each Department Head, in collaboration with the Risk Manager, is responsible for maintenance of records regarding employee training to facilitate and document employee training. Training records containing the following information are maintained for three years: dates of all training sessions; contents/summary of the training sessions; names and job titles of the instructors (if applicable); and names and job titles of employees attending the training sessions. Target Solutions maintains this information if the training was completed online. These training records are available for examination and copy to our employees and their representatives, as well as OSHA and its representatives. These records shall be maintained for three (3) years from the date of training.

The Risk Manager maintains a summary Sharps Injury Log in a manner that protects the confidentiality of injured employees. The log contains the following: type and brand of device involved in incident, department or work area where incident occurred, and an explanation of the incident.

XI. LABELS AND SIGNS

Containers with BBP must be properly labeled to help prevent accidental infection. Such containers must either be labeled with the standard biohazard label (shown) **or** the container must be red in color. The label must have lettering in contrast to a florescent orange or orange-red background. See 1910.1030(g).



Designated Employees are responsible for ensuring implementation of labeling protocols within their department. The following must be labeled: Containers of regulated waste; bags containing contaminated laundry; refrigerators and freezers containing BBP; sharps disposal containers; and other containers used to store, transport or ship BBP. In addition, any part of a piece of equipment that may be contaminated must also be labeled as such so the operator/user can use appropriate safeguards.

XII. INFORMATION AND TRAINING

Well-informed and educated employees are keys to eliminating or minimizing BBP exposure. Employees with potential for exposure shall attend and complete training at the time of the initial work assignment, annually, and whenever changes affect the potential for exposure (new job, new tasks, etc.). Department Heads or their Designated Employees are responsible for compliance with the training requirements. The relevant training is typically administered by the Risk Manager via Target Solutions, an online educational portal. Other methods may include Classroom type atmosphere with personal instruction, videotape programs, and manuals.

County of Inyo Bloodborne Pathogens Exposure Control Plan

Topics covered in the training program include, but are not limited to:

- The Bloodborne Pathogens Standard.
- The epidemiology and symptoms of bloodborne diseases.
- The modes of transmission of bloodborne pathogens.
- The BBP ECP and where to obtain a copy.
- Appropriate methods for recognizing tasks and other activities that may involve exposure to BBP.
- A review of the use and limitations of methods that will prevent or reduce exposure, including engineering controls, work practice controls, and personal protective equipment.
- Selections and use of personal protective equipment including types available, proper use, location within the facility, removal, handling, decontamination, and disposal.
- Visual warning of biohazard within our facility including labels, signs and "color-coded" containers.
- Information on the Hepatitis B Vaccine, including efficacy, safety, method of administration, and benefits of vaccination.
- Actions to take and persons to contact in an emergency involving BBP.
- Procedures to follow if an exposure incident occurs, including incident reporting.
- Information on the post-exposure evaluation and follow-up, including medical consultation that our facility will provide.
- Explanation of the signs and labels and/or color-coding for containers used for storage or transport of BBP.

EXHIBITS FOLLOW

County of Inyo Bloodborne Pathogens Exposure Control Plan

EXHIBIT A: CONCERNS, RECOMMENDATIONS, AND FEEDBACK
REGARDING THE INYO COUNTY BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN

In the interest of providing a safe and healthful work environment, all Inyo County employees are encouraged to bring any concerns about exposure to bloodborne pathogens or other potentially infectious material, or about the Inyo County Bloodborne Pathogens Exposure Control Plan, to their supervisor, labor representative, or Risk Management. This form may be used to do so. Labor representatives are encouraged to bring these forms to the Joint Labor/Management Safety Committee for review and recommendation. An employee expressing a concern may elect to remain anonymous.

CONCERN:

RECOMMENDATION

Employee Name: _____ Title: _____ <i>(You may elect to remain anonymous.)</i>
Employee Signature: _____ Date: _____

RETURN COMPLETED FORM TO SUPERVISOR, RISK MANAGEMENT, OR UNION REP

EMPLOYEE – PLEASE DO NOT WRITE BELOW THIS LINE

Name of Department Head or Supervisor (Print): _____
Signature: _____ Date Received: _____

County of Inyo Bloodborne Pathogens Exposure Control Plan

EXHIBIT B: JOBS AND TASKS WITH POTENTIAL OCCUPATIONAL EXPOSURE
TO BLOODBORNE PATHOGENS AND OTHER POTENTIALLY INFECTIOUS MATERIALS
ANNUAL BBP TRAINING MAY BE REQUIRED

Inyo County employees assigned to any of the following tasks are considered to have potential occupational exposure to bloodborne pathogens and must complete annual training on how to protect themselves: attending to ill or injured persons; administering injections; using or having contact with needles or syringes; collecting/handling specimens of bodily fluids; checking hemoglobin levels; cleaning of restrooms/bedding/clothing/buildings/exam rooms/places with ill or injured persons; cleaning up bodily fluids; conducting arrests/searches; engaging in physical contact with or transporting potentially combative/ill/injured persons; administering first aid/CPR; conducting investigations of crime/accident scenes; handling belongings of deceased persons; working in a kitchen; traversing/inspecting disposal sites or body art facilities; handling trash/debris; or providing personal care services not otherwise listed. Such employees hold any of the following countywide job titles:

Environmental Health (EH): EH Deputy Director, EH Specialist, EH Specialist Trainee, Hazardous Materials Manager /Sr.

Health and Human Services (HHS): Addictions Counselor, Food Cook / Supervisor, Health Officer, HHS Deputy Director Public Health, HHS Specialist I/II/III/IV, Human Services Supervisor (CPS), Manager Progress House, Nurse Practitioner, Prevention Specialist, Program Services Specialist I/II/III (whose duties include Homemaker or Personal Care), Psychiatrist, Public Health Nurse, Registered Dietician, Registered Nurse Behavioral Health, Registered Nurse, Residential Caregiver, Social Worker I/II/III/IV / Aide / Supervisor, Supervising Nurse, Supervising Public Health Nurse, WIC Manager (a unique subclass of Prevention Program Manager).

PAPG: Public Administrator/Guardian, Public Administrator/Guardian Deputy.

District Attorney: DA Criminal Investigator, DA Investigator I.

Probation Department: Chief Probation Officer, Deputy Chief Probation Officer, Deputy Probation Officer I/II/III, Rehabilitation Specialist I/II/Sr, Probation Services Coordinator.

Public Works Department: Building Inspector /Sr, Building Main Worker I/II/III/IV, Building Maint Water Supervisor, Buildings & Grounds Worker, Custodian I/II, Equip Operator, Gate Attendant, Heavy Equip Mech/Oper, Heavy Equip Mechanic, Heavy Equipment Operator, Solid Waste Foreman, Lead Equip Operator, Park Helper / Attendant, Park Manager, Park Specialist, Road Maintenance Crew Supervisor, Road Maintenance Worker I/II, Road Shop Supervisor.

Sheriff / Jail: Undersheriff, Lieutenant, Sergeant, Corporal, Investigator, Deputy Sheriff, Reserve Deputy Sheriff, Correctional Officer, Evidence Technician, Food Cook.

Department Head or designee may exempt an employee from the annual training requirement if the employee will not be assigned any tasks with potential exposure to bloodborne pathogens for the next 12 months. If a job title or task should be added or removed, please contact Risk Management.

County of Inyo Bloodborne Pathogens Exposure Control Plan

EXHIBIT C: HEPATITIS B VACCINE DECLINATION
MANDATORY FOR EMPLOYEES LISTED IN EXHIBIT B IF DECLINING THE VACCINE

In accordance with 8CCR5193, Inyo County employees who decline to accept the hepatitis B vaccination, as offered freely by Inyo County, shall sign the following statement as required by 8CCR5193(f)(2)(D), with authority from CA Labor Code and CA Health and Safety Code:

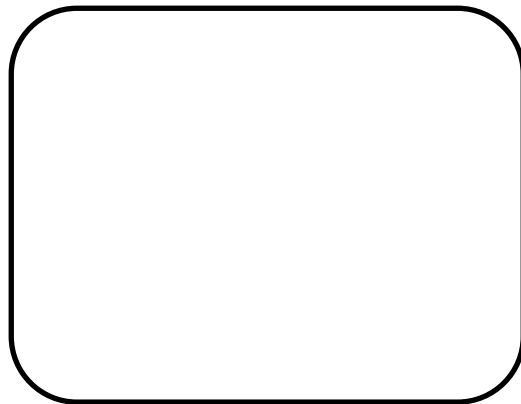
“I understand that due to my occupational exposure to blood or other potential infectious materials (OPIM) I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or OPIM and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.”

Employee Name: _____	Title: _____
Employee Signature: _____	Date: _____

EMPLOYEE – PLEASE DO NOT WRITE BELOW THIS LINE

Supervisor (Print): _____
Signature: _____ Date: _____

RETURN COMPLETED FORM TO RISK MANAGEMENT



County of Inyo Bloodborne Pathogens Exposure Control Plan

EXHIBIT D:
EXPOSURE INCIDENT REPORTING AND INVESTIGATION FORM

EMPLOYEE CALLS THE EMPLOYEE WORK RELATED INJURY ILLNESS PROCESS HOTLINE AT 877.215.7288. SUPERVISOR MAY USE THIS FORM IN PLACE OF THE SUPERVISOR INCIDENT INVESTIGATION REPORT FOR EXPOSURE INCIDENTS.

1. Date of Incident: _____
2. Time of Incident: _____
3. Location: _____
4. Potentially infectious materials involved: _____
5. Type: _____
6. Source: _____
7. Circumstances (work being performed, etc.): _____

8. Cause (accident, equipment malfunction, etc.): _____

9. Personal protective equipment (PPE) used/worn at time of exposure: _____

10. Response Actions taken (decontamination, clean-up, reporting, etc.): _____

11. Recommendations for avoiding repetition: _____

12. Additional Comments: _____

Name of person completing this form (print): _____

Signature: _____ Date: _____

RETURN FORM TO RISK MANAGEMENT

County of Inyo Bloodborne Pathogens Exposure Control Plan

EXHIBIT E: SHARPS INJURY LOG
COMPLETE LOG FOR EACH EMPLOYEE EXPOSURE INCIDENT INVOLVING A SHARP

1. Date of Incident: _____ Time of Incident: _____
2. Location: _____
3. Job Classification _____
4. Procedure _____
[Examples: Venous blood draw, arterial blood draw, injection through skin, start of an IV, set up heparin lock, heparin/saline flush, cutting, suturing, unknown, or other.]
5. How did exposure occur? _____
[Examples: During use of sharp, between steps of a multistep procedure, after use and before disposal of sharp, while putting sharp into disposal container, sharp left in inappropriate place, picking up debris, unknown, or other.]
6. Body Part/s: _____
_____ [Examples: finger, thumb, hand, arm, face/head, torso, leg]
7. Sharp Involved (type, brand, model): _____
 - a. Did device have an engineered sharps injury protection? _____
 - b. Was the protection mechanism activated? _____
 - c. Did the exposure incident occur before, during, or after activation? _____
8. EXPOSED EMPLOYEE: If the sharp had no engineered sharps injury protection, do you think that such a mechanism could have prevented the injury? _____ (YES, NO, or N/A)
EXPLAIN: _____

9. EXPOSED EMPLOYEE: In your opinion, could an engineering or work practice control could have prevented the injury? _____ (YES, NO)
EXPLAIN/DESCRIBE: _____

Name of person completing this form (print): _____
Signature: _____ Date: _____

NOTE: Other versions also acceptable.
RETURN COMPLETED FORM TO RISK MANAGEMENT

EXHIBIT F: POST EXPOSURE PROPHYLAXIS (PEP) – six pages
FOR USE REGARDING EMPLOYEES EXPOSED TO HEPATITIS B, HEPATITIS C, OR HIV

Transmission rates in occupational exposures (positive source):

- HIV: needle sticks 0.3%, mucous membranes 0.09%, nonintact skin - unknown but estimated to be less than mucous membrane exposure.
- HBV: needle sticks 6-30%
- HCV: needle sticks 1.8%

Hepatitis C

In the absence of PEP for Hepatitis C exposure, recommendations are intended to achieve early identification of chronic Hepatitis C disease after exposure and refer for early treatment options. For individuals exposed to Hepatitis C positive sources:

- a. Perform baseline testing for anti-HCV and ALT activity.
- b. Perform follow-up testing for anti-HCV and ALT activity in 4-6 months.
- c. If earlier diagnosis of Hepatitis C infection is desired, test for HCV RNA at 4-6 weeks.
- d. Confirm all anti-HCV results reported positive by enzyme immunoassay using supplemental anti-HCV testing.
- e. When Hepatitis C infection is identified, the person should be referred to a specialist for follow-up care.
- f. Immunoglobulin and antiretrovirals are not recommended for exposures to Hepatitis C positive blood.

Hepatitis B

For detailed PEP information see Table 3 *Recommended Post exposure Prophylaxis for Exposure to Hepatitis B Virus (next page)*.

1. If the exposed person is known to have had adequate response to the Hepatitis B vaccine in the past (anti-HBs ≥ 10 mIU/ml), the anti-HBs level does not need to be tested and no PEP is needed.
2. If the anti-HBs was never tested after receiving the Hepatitis B vaccine series and there is reason to believe the exposure presents a risk for Hepatitis B transmission, the anti-HBs level of the exposed can be tested.
3. Start the Hepatitis B vaccine series immediately if exposed individual has not been previously vaccinated.
4. Hepatitis B vaccine and Hepatitis B Immune Globulin (HBIG) are not contraindicated in pregnant or lactating women.
5. When HBIG is indicated it should be given ASAP after exposure, although it can be given up to 7 days after exposure.
6. For exposed individuals in the process of receiving the Hepatitis B vaccine series, HBIG should be given ASAP and the Hepatitis B vaccine series schedule should continue.
7. A second dose of HBIG a month later is only needed if the exposed person is a known non-responder to the Hepatitis B vaccine and the source patient is HBsAg positive.
8. If the exposed person has had prior HBV infection, he/she is considered immune and requires no PEP.

County of Inyo Bloodborne Pathogens Exposure Control Plan

TABLE 3: Recommended Postexposure Prophylaxis for Percutaneous Exposure to Hepatitis B Virus¹

Vaccination and antibody status of exposed person		Treatment when source is:		
		HBsAg ² positive	HBsAg negative	Not tested or infection status unknown
Unvaccinated		HBIG ³ X 1; Initiate hepatitis B series	Initiate hepatitis B series	Initiate hepatitis B vaccine series
Previously Vaccinated	Known Responder ⁴	No treatment	No treatment	No treatment
	Known non-responder, no revaccination series	HBIG X 1 and initiate revaccination	No treatment; consider revaccination for future protection	If known high-risk source, treat as if source were HBsAg positive.
	Known non-responder to initial and revaccination series	HBIG X 2 - second dose one month after the first	No treatment	If known high-risk source, treat as if source were HBsAg positive.
	Antibody response unknown	Test exposed person for anti-HBs ⁵ -If adequate ⁶ , no treatment -If inadequate ⁶ , HBIG X 1 and vaccine booster dose ⁷	No testing, no treatment	Test exposed person for anti-HBs ⁵ -If adequate ⁶ , no treatment -If inadequate ⁶ , vaccine booster dose ⁷
1 Postexposure recommendations apply ≤7 days after exposure				
2 Hepatitis B surface antigen				
3 Hepatitis B immune globulin (0.06 mL/kg administered intramuscularly)				
4 Person with anti-HBs antibody level of >10mIU/mL				
5 Antibody to hepatitis B surface antigen				
6 Adequate response is anti-HBs >10mIU/mL; inadequate response is anti-HBs <10mIU/mL				
7 The person should be evaluated for antibody response after the vaccine booster dose. For persons who received HBIG, anti HBs testing should be done when passively acquired antibody HBIG is no longer detectable (eg, 4-6 mo); if they did not receive HBIG, anti-HBs testing should be done 1-2 months after the vaccine booster dose. If anti-HBs is inadequate (<10mIU/mL) after the vaccine booster dose, 2 additional doses should be administered to complete a 3-dose reimmunization series.				
https://www.health.state.mn.us/diseases/hepatitis/b/hcp/postexprec.pdf				

HIV

For detailed PEP see Table 4 *Recommended HIV Postexposure Prophylaxis for Percutaneous Injuries*, Table 5 *Recommended HIV Postexposure Prophylaxis for Mucous Membrane Exposures and Nonintact Skin Exposures*, and Appendix C *Basic and Expanded HIV Postexposure Prophylaxis Regimens*.

County of Inyo Bloodborne Pathogens Exposure Control Plan

1. Exposed EMPLOYEE should be informed that:
 - a. Most occupational exposures to HIV do not result in HIV transmission. Medication toxicity should be carefully considered when deciding to start PEP.
 - b. Prophylaxis is not indicated or justified for exposures with negligible risk.
 - c. Limited knowledge is available regarding toxicity of prophylaxis in pregnancy.
 - d. An individual can decline all prophylactic medications.
2. Considerations for prescribing PEP
 - a. Toxic medications have caused serious liver toxicity. Consider transmission risk vs. toxicity risk. Also consider individual risks: pregnancy, current breast feeding, renal disease, liver disease etc.
 - b. HIV transmission rates in occupational exposures
 - c. PEP should be started ASAP. The basic regimen, Combivir, is available in the hospital pharmacy. It is possible to start PEP and then discontinue or change the medications prescribed once the source patient's HIV status is determined.
 - d. Regardless of the PEP regimen selected, medications are to be taken for 4 weeks; if tolerated.
 - e. If unsure of which PEP regimen to begin with, start with the basic. A change can always be made later when more information regarding the source is available.
 - f. Don't stagger PEP medications- give the full regimen as ordered. Staggering medications can lead to resistance.

3. PEP Medications

The **National Clinicians Post-Exposure Prophylaxis Hotline** (PEP line) offers treating clinicians up-to-the-minute advice on managing occupational exposures to HIV, Hepatitis, and other blood-borne pathogens. It is available 24 hours per day, seven days per week. *See available handout.*

The phone number is 888-HIV-4911 (888-448-4911)

- a. The basic regimen, Zidovudine 600mg QD and Lamivudine 150mg BID will be available in the Mammoth Hospital Pharmacy as a single tablet (Combivir). The basic regimen, Combivir is to be taken twice daily for one month. This is the most common regimen for PEP.
- b. For additional PEP regimens, please see policy *Basic and Expanded HIV Postexposure Prophylaxis Regimens* on the intranet > Employee Health Manual > Body Fluid Exposure.
- c. If another regimen besides Combivir is prescribed, call Vons or Rite-Aid for medication availability.
- d. When Vons or Rite-Aid are closed or don't have needed medications available, Dwayne's pharmacy or Northern Inyo Hospital Pharmacy can be contacted for medication availability.
- e. No pharmacy can guarantee immediate availability of PEP medications but the basic regimen can be started immediately and then when other medications become available, the prescription can be changed.

County of Inyo Bloodborne Pathogens Exposure Control Plan

4. Follow-up care of individuals receiving HIV PEP

- a. Possible drug toxicity should be monitored by testing at baseline and again at 2 weeks after starting PEP. Tests should include at minimum: CBC, renal and hepatic function tests. In addition, any individual on a protease inhibitor should be evaluated for hyperglycemia and those on IDV should be monitored for crystalluria, hematuria, hemolytic anemia, and hepatitis.
- b. Reevaluation of the exposed person should be considered within 72 hours post exposure, especially as additional information about the exposure or source person becomes available.
- c. Inform patient that they need to report any side effects from PEP medications immediately as a dose adjustment or discontinuation of the drug may be required.
- d. If any toxicity is noted, modification of the regimen should be considered after expert consultation; further diagnostic studies may be indicated.

5. Testing of exposed EMPLOYEE

- a. EMPLOYEES exposed to HIV should be evaluated within hours (rather than days) after their exposure and should be tested for HIV at baseline (i.e., to establish infection status at the time of exposure).
- b. If the source person is seronegative for HIV, baseline testing or further follow-up of the exposed person normally is not necessary. Follow-up serologic testing (see 5c below) will be made available to all EMPLOYEES who are concerned that they might have been occupationally infected with HIV.
- c. EMPLOYEES exposed to HIV should be tested for HIV at baseline, 6 weeks, 12 weeks, and 6 months. The provider may also recommend another test at 1 year.
- d. If the exposed individual does not want test results at the time of the exposure, the blood sample may be preserved for 90 days. The employee may also elect to take the HIV antibody test at another test center (ex. Health Department).
- e. Advise exposed employee to seek medical evaluation for any illness compatible with an acute retroviral syndrome.
- f. Inform the exposed individual that the Health Officer or other designated licensed healthcare provider will receive all test results and provide follow-up counseling to the exposed individual.
- g. California HIV Confidentiality Laws will be discussed with the exposed individuals, and all staff involved with testing and counseling will adhere to confidentiality laws.

EXHIBIT F REFERENCES:

- 2001 CDC Updated U.S. Public Health Service Guidelines for the Management of Occupational Exposures to HBV, HCV, and HIV and Recommendations for Post exposure Prophylaxis <http://www.cdc.gov/mmwr/PDF/rr/rr5011.pdf>
- 2005 CDC Updated U.S. Public Health Service Guidelines for the Management of Occupational Exposures to HIV and Recommendations for Post exposure Prophylaxis; and Notice to Readers: Updated Information Regarding Antiretroviral Agents Used as HIV Post exposure Prophylaxis for Occupational HIV Exposures

TABLE 4. Recommended HIV postexposure prophylaxis for percutaneous injuries

Exposure type	Infection status of source				
	HIV-Positive Class 1 ¹	HIV-Positive Class 2 ¹	Source of unknown HIV status ²	Unknown source ³	HIV-Negative
Less severe ⁴	Recommend basic 2- drug PEP	Recommend expanded ≥3-drug PEP	Generally no PEP warranted; however, consider basic 2-drug PEP ⁵ for source with HIV risk factors ⁶	Generally, no PEP warranted; however, consider basic 2-drug PEP ⁵ in settings in which exposure to HIV-infected persons is likely	No PEP warranted
	Recommend expanded 3-drug PEP	Recommend expanded ≥3-drug PEP	Generally no PEP warranted; however, consider basic 2-drug PEP ⁵ for source with HIV risk factors ⁶	Generally, no PEP warranted; however, consider basic 2-drug PEP ⁵ in settings in which exposure to HIV-infected persons is likely	No PEP warranted
More Severe ⁷	Recommend expanded 3-drug PEP	Recommend expanded ≥3-drug PEP	Generally no PEP warranted; however, consider basic 2-drug PEP ⁵ for source with HIV risk factors ⁶	Generally, no PEP warranted; however, consider basic 2-drug PEP ⁵ in settings in which exposure to HIV-infected persons is likely	No PEP warranted

1. HIV-positive, class 1 - asymptomatic HIV infection or known low viral load (e.g., <1,500 RNA copies/mL), HIV-positive, Class 2 - symptomatic HIV infection, AIDS, acute seroconversion, or known high viral load. If drug resistance is a concern, obtain expert consultation. Initiation of postexposure prophylaxis (PEP) should not be delayed pending expert consultation, and, because expert consultation alone cannot substitute for face-to-face counseling, resources should be available to provide immediate evaluation and follow-up care for all exposures.

2. Source of unknown HIV status (e.g., deceased source person with no samples available for HIV testing).

3. Unknown source (e.g., a needle from a sharps disposal container).

4. Less severe (e.g., solid needle or superficial injury).

5. The designation "consider PEP" indicates that PEP is optional and should be based on an individualized decision between the exposed person and the treating clinician.

6. If PEP is offered and taken and the source is later determined to be HIV-negative, PEP should be discontinued.

7. More severe (e.g., large-bore hollow needle, deep puncture, visible blood on device, or needle used in patient's artery or vein).

TABLE 5. Recommended HIV postexposure prophylaxis for mucous membrane exposures and noncontact skin¹ exposures

Exposure type	Infection status of source				
	HIV-Positive Class 1 ²	HIV-Positive Class 2 ²	Source of unknown HIV status ³	Unknown source ⁴	HIV-Negative
Small volume ⁵	Consider basic 2-drug PEP ⁶	Recommend basic 2-drug PEP	Generally no PEP warranted; however, consider basic 2-drug PEP ⁶ for source with HIV risk factors ⁷	Generally no PEP warranted; however, consider basic 2-drug PEP ⁶ in settings where exposure to HIV-infected persons is likely	No PEP warranted
Large volume ⁸	Recommend basic 2-drug PEP	Recommend expanded ≥3-drug PEP	Generally no PEP warranted; however, consider basic 2-drug PEP ⁶ for source with HIV risk factors ⁷	Generally no PEP warranted; however, consider basic 2-drug PEP ⁶ in settings where exposure to HIV-infected persons is likely	No PEP warranted

1. For skin exposures, follow-up is indicated only if there is evidence of compromised skin integrity (e.g., dermatitis, abrasion, or open wound).
2. HIV-Positive, Class 1 - asymptomatic HIV infection or known low viral load (e.g., <1,500 RNA copies/mL). HIV-Positive, Class 2 - symptomatic HIV infection, AIDS, acute seroconversion, or known high viral load. If drug resistance is a concern, obtain expert consultation. Initiation of postexposure prophylaxis (PEP) should not be delayed pending expert consultation, and, because expert consultation alone cannot substitute for face-to-face counseling, resources should be available to provide immediate evaluation and follow-up care for all exposures.
3. Source of unknown HIV status (e.g., deceased source person with no samples available for HIV testing).
4. Unknown source (e.g., splash from inappropriately disposed blood).
5. Small volume (i.e., a few drops).
6. The designation "consider PEP" indicates that PEP is optional and should be based on an individualized decision between the exposed person and the treating clinician.
7. If PEP is offered and taken and the source is later determined to be HIV-negative, PEP should be discontinued.
8. Large volume (i.e., major blood splash).

EXHIBIT G: THREE STEPS

THREE STEPS TO A Bloodborne Pathogen Exposure

Got a needle stick or other sharps injury?

Exposed to blood or other potentially infectious material?

STEP 1: FLUSH

- Flush splashes to nose, mouth, and skin with water.
- Irrigate eyes with clean water or saline.

STEP 2: WASH

- Wash needle sticks and cuts thoroughly with soap and water.

STEP 3: CALL

- Immediately tell your supervisor about the incident.
- Call the Employee Work Related Injury Illness Hotline at (877) 215.7285. The Hotline 24/7 nurse will triage and help you through the next steps.
- For nonurgent process questions, please call Risk at 760.872.2908.



A copy of the bloodborne pathogens exposure control plan is available from your supervisor, the Intranet, your Department Head, or Personnel.

SUPERVISOR RESPONSIBILITY INCLUDES:

- A. Assist employee with steps one, two, and three.
- B. Complete Exhibit D (Exposure Incident Reporting and Investigation Form).
- C. Complete Exhibit E (Sharps Injury Log), if applicable.
- D. Call Risk Management at 760.872.2908 for further instruction.



INYO COUNTY INJURY AND ILLNESS PREVENTION PROGRAM

Inyo County provides a safe and healthful workplace for all employees and approved volunteers. This document describes the County's long-established and effective injury and illness prevention program (IIPP) and its ongoing implementation in full compliance with T8 CCR 3203. New employees are provided a printed copy of the IIPP at new employee orientation. Employees and authorized representatives may obtain a free electronic copy anytime at <http://inyocounty.us/iipp>, and a copy printed from that same website during business hours with at most a five business day notice from their Department Head or from either of the county administrative offices at 1360 North Main Street in Bishop and 224 North Edwards Street in Independence. Employees may obtain a mailed copy by calling 760.872.2908.

RESPONSIBILITY

County Administrative Officer Nate Greenberg (CAO) is ultimately responsible for the safe and effective operation of county processes, employment practices, and the overall County workplace environment. The CAO has delegated to Risk Manager Aaron Holmberg the authority and responsibility for IIPP development and continuous improvement. Risk Manager may be reached by email at risk@inyocounty.us, or by telephone at 760.872.2908. Department Heads and their designees are responsible for implementing, maintaining, and answering worker questions about the IIPP in their work areas.

COMPLIANCE

Department Heads ensure that all safety and health policies and procedures are clearly communicated and understood by their employees. Supervisors and lead personnel enforce the rules fairly and uniformly. Department Heads and supervisors have access to support and services available from Risk Management.

All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment. Employees report unsafe conditions, work practices or accidents to their supervisors immediately. They use appropriate personal protective equipment (PPE) as instructed by their supervisors.

Our system for ensuring that all workers comply with the rules and maintain a safe work environment includes the following:

- Informing workers of the provisions of this IIPP.
- Evaluating the safety performance of all workers.
- Recognizing employees who perform safe and healthful work practices by informally recognizing them in person and by formally recognizing them in performance reviews.
- Providing training to workers whose safety performance is deficient.
- Disciplining workers for failure to comply with safe and healthful work practices in the manner as specified in the County's written Personnel Rules.



INYO COUNTY INJURY AND ILLNESS PREVENTION PROGRAM

COMMUNICATION

This IIPP affirms that it is County policy to maintain open communication between management and staff on matters pertaining to safety. All input regarding safety is considered important, and employees are encouraged to actively participate in the safety program. Employees should feel free to express any safety concerns during safety meetings and individually to supervisor/Department Head/Risk Manager/Safety Coordinator. They may also report hazards anonymously at <https://www.inyocounty.us/iipp/anonymous-hazard-report-tool>.

All safety suggestions are seriously considered and provided a response. In turn, the County provides current safety news and activities, additional safety policies and procedural documents and training, safety reading materials, signs, posters, and bulletin boards for easy access to information. Also, all employees have an opportunity to receive safety training and voice personal opinions regarding safety and health matters at the regular meetings of the Labor/Management Safety Committee.

Effective communication of safety and health concerns between workers and supervisors, including language translation where appropriate, is essential to a safe and healthful workplace. As such, our system of communication is designed to facilitate a continuous flow of two-way (management, supervisors, and employees) safety and health information in a form that is readily understandable to and between all affected site personnel.

The Labor/Management Safety (and health) Committee complies with all requirements of T8CCR 3203 (7)(c) to satisfy the communication requirements of 3203. These requirements are:

- Meets regularly, but not less than quarterly.
- Prepares and makes available to affected employees, written records of the safety and health issues discussed at the committee meetings and, maintained for review by the Division upon request. Meeting agendas and minutes are retained for at least one year.
- Reviews results of the periodic, scheduled worksite inspections.
- Reviews investigations of occupational accidents and causes of incidents resulting in occupational injury, occupational illness, or exposure to hazardous substances and, where appropriate, submits suggestions to management for prevention of future incidents.
- Reviews investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, the committee may conduct its own inspection and investigation to assist in remedial solutions.
- Submits recommendations to assist in the evaluation of employee safety suggestions.
- Upon request from the Division of Occupational Safety and Health (DOSH, better known as Cal/OSHA), verifies abatement action taken by the employer to abate citations issued by the Division.



INYO COUNTY INJURY AND ILLNESS PREVENTION PROGRAM

In addition to the Labor/Management Safety Committee, our communication system includes:

- New worker orientation, including a discussion of site-specific safety and health policies and procedures.
- Follow-through by supervision to ensure IIPP effectiveness.
- Workplace and site-specific safety and health training.
- Tailgate safety chats between supervisor and their personnel regularly and as needed for higher hazard job classifications.
- Onsite and in person meetings in response to creation of hazards or occurrence of injuries and illnesses.
- Posted and distributed safety information, including flyers and other signage.
- Anonymous workplace hazard reporting accommodated by an online portal.
- Codes of safe work practices, customized to each work type and location by the Department Head of designee, and explained to personnel by supervisors.

HAZARD ASSESSMENT

Risk Management conducts periodic inspections to identify and evaluate workplace hazards according to the following schedule and purpose:

- At least annually for all locations where employees are regularly assigned to work.
- When new substances, processes, procedures or equipment that present potential new hazards are introduced into our workplace.
- When new or previously unidentified hazards are reported or recognized.
- When occupational injuries and illnesses occur and/or appear to repeat themselves.
- When we hire and/or reassign permanent or intermittent workers to processes, operations, or tasks for which a hazard evaluation has not been previously conducted.
- Whenever workplace conditions warrant an inspection.

Annual safety audits consist of a robust systematic approach to identification and evaluation of workplace hazards and improvements across most county facilities utilizing a standardized and frequently updated documentation system. Risk Management provides reports to Department Heads who are expected to respond by phone or email within four weeks regarding their plans for abatement or to schedule a meeting with the Risk Manager regarding the results of the report. An annual Most Improved in Safety Award may be given at the discretion of Risk Management based on annual inspection results. Risk Management keeps inspection records for three years.

ACCIDENT/EXPOSURE INVESTIGATIONS

Risk Management investigates workplace accidents, hazardous substance exposures, and near-accidents with full cooperation throughout the organization. Risk Management may use forms, techniques, and tools unique to the condition and subject matter for nonroutine inspections and audits.



INYO COUNTY INJURY AND ILLNESS PREVENTION PROGRAM

Accident/exposure investigations include:

- Visiting the scene as soon as possible.
- Interviewing affected workers and witnesses.
- Examining the workplace for factors associated with the incident.
- Determining the causes of the accident/exposure/near-accident.
- Directing/advising Department Heads on corrective actions to take to prevent the accident/exposure/near-accident from reoccurring.
- Documenting findings and corrective actions taken.

HAZARD CORRECTION

Departments may consult with Risk Management on correction strategies and documentation. Unsafe or unhealthy work conditions, practices or procedures at our work facilities shall be corrected in a timely manner based on the severity of the hazards according to the following procedures:

- When observed or discovered.
- When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition. Workers necessary to correct the hazardous condition shall be provided with the necessary protection.
- All such actions taken and dates they are completed shall be documented, and copies provided to Risk Management.

TRAINING AND INSTRUCTION

Inyo County provides effective training to increase employee and supervisor awareness and understanding of workplace hazards of and improvements for safe and healthful work practices. As such, all workers, including management, supervisors, and lead personnel get training and instruction on general, job-specific, and task-specific safety and health practices.

Specifically, this training and instruction shall be provided as follows:

- To all new workers.
- To workers given new job assignments for which training was not previously provided.
- Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard.
- Whenever we become aware of a new or previously unrecognized hazard.
- When the IIPP is substantially updated or modified.
- To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed.
- To all workers with respect to hazards specific to each employee's job assignment.
- Whenever retraining is determined to be necessary.



INYO COUNTY INJURY AND ILLNESS PREVENTION PROGRAM

This training will include (but is not limited to):

- Explanation of our IIPP, emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, work practices, injuries and when additional instruction is needed.
- Availability/location of toilet, handwashing, and drinking water facilities.
- Provisions for medical services and first aid, including emergency procedures.
- Proper housekeeping, such as keeping stairways and isles clear, work areas neat and orderly, and promptly cleaning up spills.
- Prohibiting horseplay, scuffling, or other acts that adversely influence safety.
- Proper storage to prevent stacking goods in an unstable manner and storing materials and goods against doors, exits, for extinguishing equipment and electrical panels.

In addition, we provide specific instructions or retraining to all workers regarding hazards unique to their job assignment, to the extent that such information was not already covered or mastered in other training. Where applicable our training may also include training related to safety programs and plans related to the IIPP, when applicable to the employee's assigned duties and tasks, such as ergonomics, PPE, hazard communications, emergency action plan, medical emergencies, food safety for prevention of cross contamination, and COVID-19. Each department keeps training records for one year and sends copies to Risk Management.

RECORDKEEPING

As a local government entity, the County of Inyo is exempt from the requirement to keep records regarding the steps taken to implement and maintain the IIPP, including inspection and training records, per 8CCR3203(b)(exception 4). Risk Manager may retain such records electronically for up to three years.

RELATED DOCUMENTS

The following programs, found on the Risk/Safety page of the Intranet and from a Department Head or Personnel Office with a five business day notice, may be related to the IIPP: Heat Illness Prevention Program, Bloodborne Pathogens Exposure Control Plan, Aerosol Transmissible Disease Exposure Control Plan, Labor/Management Safety Committee statement of purpose and description, Hazard Communications Program, Workstation Ergonomics Program, Driver and Vehicle Safety Policy and Operations Procedures, Personal Protection Equipment (PPE) Policy and Procedures, Emergency Action Guide (various topics), COVID-19 Prevention Procedures, Anti-Violence Policy and Reporting Procedures, Wildfire Smoke Awareness, Hearing Conservation Plan, Medical Emergencies – Requirements for First Aid, CPR, AED training, Fall Prevention Program, and Respiratory Protection Program.

-The end-



INYO COUNTY INJURY AND ILLNESS PREVENTION PROGRAM

EXHIBITS

- A. Employee Work Related Injury Illness Process (1 page)
- B. Supervisor Incident Investigation Report (1 page)
- C. Non-Employee Incident Report (1 page)
- D. Routine Inspection Form (2 pages)
- E. Employee Vehicle Accident Report (2 pages)
- F. Job Classes Required to Wear Safety Shoes (1 pages)

For other forms, see your supervisor or call Risk.

IN THE EVENT OF A WORK-RELATED INJURY:



Inyo County Employee/Volunteer Injury & Illness Process

CALL: 1-877-215-7285

► **AVAILABLE 24 HOURS A DAY**

You'll Need This: "Inyo County QS947"

PROCESS:

1. *Injured Worker notifies Supervisor.*
2. *Injured Worker immediately calls hotline.*
Supervisor may call on behalf of worker if necessary.
HOWEVER - DIAL 911 if life or limb is threatened!!!
3. *Hotline Nurse gathers information by phone and helps Injured Worker access appropriate medical treatment.*
4. *Supervisor provides claim form to Injured Worker*
5. *Supervisor completes Supervisor Incident Investigation Report and submits to Risk.*
6. *Risk follows-up directly with injured worker.*

Program Benefits

- ⇒ *Get the right treatment faster*
- ⇒ *Accelerates claim reporting*
- ⇒ *Expedites benefits determination*
- ⇒ *Speak with a medical professional*

877-215-7285

Dial 911 or go to nearest hospital if life or limb is threatened!

Please post copies of this poster in multiple locations within your worksite. If the injury is non-life threatening, please call the Inyo County Employee Injury Reporting Hotline prior to seeking treatment. Minor injuries should be reported prior to leaving the job site. Registered Volunteers should use the same hotline.

SUPERVISOR INCIDENT INVESTIGATION REPORT

Required per Inyo County IIPP and California Code of Regulations, Title 8, Section 3203(a)(5)

Inyo County requires the supervisor of an employee who sustained an injury or illness at work to do the following: (a) Direct employee to call Injury Hotline at 877.215.7285 for medical triage [In an emergency, skip Hotline and dial 911 or help employee to nearest hospital]; (b) Provide "Employee's Claim for Workers' Compensation Benefits" form (DWC-1) to employee within 24 hours of supervisor's notice of the injury or illness [Once/if employee completes & returns the DWC-1, complete your part and send to Risk]; and (c) Complete Supervisor Incident Investigation Report and email to Risk (risk@inyocounty.us). Keep originals until further notice. Employee is only required to submit a completed DWC-1 form if the employee was treated by a health care professional for the specified injury or illness.

Injured Worker's Name, Title & Department: _____

Date & Time of Incident: _____ Location of Incident: _____

Event Type (check one box): First Aid Only Near Miss (no injury) Medical Treatment and/or Lost Time

Was DWC-1 provided to Worker? YES NO If yes, how & when was DWC-1 provided? _____

What suggestions did the employee have for preventing similar incidents? _____

Describe property damage (if any): _____

Describe Incident in your own words, and include consideration of direct, indirect, and root cause: _____

Witnesses (name, address, phone): _____

What changes could be made in equipment, materials, and/or chemicals to prevent this event or exposure? _____

What changes could be made to the specific activity the employee was performing to prevent the event or exposure? _____

Corrective Actions Taken (include estimated completion dates and assignment of responsibility): _____

PRINT YOUR NAME: _____ PHONE #: _____

SIGN: _____ DATE: _____

NONEMPLOYEE INCIDENT REPORT

In compliance with general provisions of Risk Management. Call Risk with questions at 760.872.2908.

Inyo County Director/Deputy-Director/manager of an Inyo County event must complete this form in the event a member of the public sustains an injury while engaging in the event activity to document the incident and alert Risk Management for further review. Email to Risk (aholmberg@inyocounty.us) and keep originals until further notice.

Name of Injured Person: _____ Their Phone #: _____

Person's Address: _____

Date & Time of Incident: _____ Location of Incident: _____

Weather: _____ Terrain: _____

What event and what was this person's role there? _____

Injury Type (check one box): Near Miss (no injury) First Aid Only Doctor/Clinic Emergency Room

Describe incident in your own words: _____

What suggestions, if any, did the injured person have for preventing similar incidents? _____

Describe assistance provided by County Employee/s (if any): _____

Describe property damage (if any): _____

Witnesses (name, address, phone): _____

What changes could be made in equipment, materials, and/or chemicals to prevent this in future? _____

What changes could be made to the specific activity to prevent this in future? _____

Actions Taken to Prevent Recurrence (include dates and names of those responsible): _____

PRINT YOUR NAME: _____ PHONE #: _____

SIGN: _____ DATE: _____

Location/s inspected:				Date:	2022		
Inspector name & initials:				Escort:			
Signage and Recordkeeping (1-7)				Yes	No	N/A	Corrective Actions
1	Signage in parking lot indicates that parking is at owner's risk.						
2	Safety posters specific to site hazards prominently present.						
3	Is record of last 3 yrs of inspections available?						
4	Evidence to document periodic safety training as appropriate?						
5	Evidence to document new employees safety training?						
6	Occupancy limits: No room with 1 door has >49 chairs in it.						
7	Elevators have current and posted inspection notice.						
Emergency Preparedness & Fire Prevention (8-20)				Yes	No	N/A	Corrective Actions
8	Shade & Water (4oz/hr/EE) available for outdoor employees.						
9	Toilet and wash areas are clean and sanitary.						
10	Evacuation procedures, routes, & contact information are posted.						
11	Fire extinguishers: (a) w/in 75' of occupants, (b) have pin, (c) mounted, inspected within 12 months, (d) free from obstruction.						
12	Exits >=36" wide, w/o obstruction, with illuminated signs.						
13	Necessarily locked exits have interior emergency open feature.						
14	Fire doors are unlocked, closed, and not blocked open.						
15	A fire/evacuation drill occurred within 1 year.						
16	First Aid Kit: sanitary, orderly, filled, with locator signage.						
17	Is cash handling procedure acceptable??						
18	Pest & rodent controls in place and appear effective.						
19	Beacon or cell phones available @ unpowered locations.						
20	Brush/wild fire prevention measures good? Powerlines clear?						
Furniture, Storage, Hanging Objects (21-30)				Yes	No	N/A	Corrective Actions
21	Furniture, tables, desks, and chairs in good condition.						
22	Blade secured on paper trimmers.						
23	Step stools available where needed. No standing on chairs, tables, etc.						
24	Suspended lights & decorations are secured to ceiling or wall.						
25	Wall shelves are not overloaded.						
26	Bookcases & cabinets over 5½ feet are secured to wall.						
27	File drawers are closed when not in use.						
28	No storage under desks which could create a trip hazard.						
29	Materials stored to minimize unnecessary climbing, reaching and bending.						
30	No storage within 18" of sprinkler heads or 24" from ceiling.						
Machinery, Tools, Equipment (31-39)				Yes	No	N/A	Corrective Actions
31	Saws & other machines have appropriate labels & guards.						
32	Grinders: mounted, work rest@1/8", & tongue guard @1/4".						
33	Ladders have legible safety and compliance stickers.						
34	Noncompliant energy items locked out by LOBOTO trained EE						
35	Operating permits for all compressors are current & posted.						
36	Lock Out Tag Out is available to trained person on site.						
37	Tools secured to prevent breakage or falling on someone.						
38	Portable equipment inspected prior to use.						
39	Welding area ventilated & rigs have backflow regulators.						
PERSONAL PROTECTIVE EQUIPMENT - PPE (40-44)				Yes	No	N/A	Corrective Actions
40	PPE signage is present where hazmat are used/stored.						
41	PPE is available as appropriate for hazards.						
42	Is PPE maintained in sanitary condition and ready to use?						
43	Is PPE use enforced when warranted?						
44	Does the AED (if present) meet the requirements?						

Walking/Working Surfaces (45-58)		Yes	No	N/A	Corrective Actions
45	Are all floor holes & floor openings guarded?				
46	Safe walking clearance where motorized equipment is used?				
47	Is ventilation adequate?				
48	Are employees advised of safe lifting practices?				
49	Entrances, aisles & corridors (>=32"), & stairways, are clear with adequate and consistent headroom?				
50	Carpets and rugs are in good condition, flat, and secure.				
51	Floors are in good condition, flat, and dry.				
52	Stairways, ramps (with non-slip surface), and corridors are illuminated with handrails (@>3 risers)/guardrails (@>30" rise) & stair treads in good condition.				
53	Ergonomic conditions adequate for workstations & processes?				
54	Work surfaces are clean, orderly, and unobstructed.				
55	Loose broken floor tiles are removed and open space covered.				
56	Exterior walk paths sufficiently flat (<1/4" lift), unobstructed, & lit.				
57	Work areas sufficiently illuminated (Ofc>500 lux, Shop>750 lux).				
58	Absence of tree/shrub intrusion to pathways or structures?				
Electrical Hazards - base on a random sampling of your area (59-66)		Yes	No	N/A	Corrective Actions
59	Cords and plugs are in good condition.				
60	Space heaters are absent and discouraged.				
61	Surge protectors used for IT equipment & not piggybacked.				
62	Extension cords not used as permanent wiring or piggybacked.				
63	Wall plates are in place over outlets and switches.				
64	Breakers or fuse switches are clearly labeled.				
65	Light fixtures are covered for breakage and operational.				
66	Electrical panels have 36" of unobstructed access.				
Hazard Communications & Hazardous Materials (raw, waste, dust)		Yes	No	N/A	Corrective Actions
67	Is a list onsite of all HazMat present?				
68	SDS binder/information is current, complete, and easy to locate.				
69	HazCom program in place (Right to Know, labeling, & training).				
70	All containers are labeled to identify contents and hazards.				
71	Flammables are stored in approved containers and cabinets.				
72	Compressed gas cylinders are labeled, capped, secured, and upright in ventilated areas.				
73	Spill kits are available in hazardous materials storage areas.				
74	Absence of observed leak/spill of hazardous material?				
75	Hazardous waste containers closed and labeled with contents, hazard/s, and accumulation date within 6 months.				
76	U-waste containers labeled with contents, hazard, & accumulation date within 12 months.				
77	Work areas near chemicals are free of open beverages & food.				
78	Eyewash stations inspected and tagged within 12 months.				
79	Combustible debris stored safely and removed promptly.				
80	Any interiors with dust accumulation?				
Vehicle-Related Safety (81-83)		Yes	No	N/A	Corrective Actions
81	Structural measures in place to prevent vehicular intrusion.				
82	Are employees instructed to perform pretrip inspections?				
83	Do powered industrial trucks have posted safety guides?				
COMMENTS					

EMPLOYEE VEHICLE ACCIDENT REPORT

DIRECTIONS: In the event of a motor vehicle accident, get out of on-coming traffic, call the police, and then call or text 760.937.7378 (Risk Manager). Do not leave the scene until police release you. Do not discuss the event with anyone other than the police. Do not admit liability. Do not admit fault. Do not provide assurances to anyone about what the County will or will not do. Do not sign anything.

Take photos, complete this two-page report, and email to Risk (risk@inyocounty.us) within 24 hours if bodily injury or serious property damage occurred, or within 48 hours for non-serious incidents.

Vehicle Number: _____
(if not county vehicle, list vehicle make, model, year, and license plate number)

Name of Driver and Department: _____

Driver's Mobile Number: _____

Was This Person Injured? YES NO If yes, describe: _____
If an employee was injured, call Injury Hotline at (877) 215.7285 and inform Supervisor promptly.

Names of Other Occupants: _____

Were They Injured? YES NO If yes, describe: _____

Date and Time of Accident: _____

Location (be specific): _____

Describe Road and Weather Conditions: _____

Did police arrive and take a report (circle): YES NO UNKNOWN

Where did this vehicle go after incident (circle): TOWED DRIVEN AWAY _____

Traffic controls present (circle): CAUTION SIGN STOP SIGN TRAFFIC SIGNAL OTHER NONE

What Happened? _____

What could have been done to avoid this accident? _____

Information on other vehicles, pedestrians, and witnesses are on page two.

PRINT YOUR NAME: _____ DATE: _____ SIGN: _____

EMPLOYEE VEHICLE ACCIDENT REPORT

INFORMATION ON OTHER PEOPLE AND VEHICLES

How many other vehicles were involved? _____

Names of Witnesses: _____

Driver of Other Vehicle #1: _____

Driver's License Number and State: _____

Car Insurance Company and Policy Number: _____

Make, Model, Year, and License Plate #: _____

Describe Any Damage to Vehicle #1: _____

Number of other occupants to Vehicle #1: _____

Any Reported Injuries? YES NO If yes, describe: _____

Driver of Other Vehicle #2: _____

Driver's License Number and State: _____

Car Insurance Company and Policy Number: _____

Describe Vehicle: _____
(make, model, year, license plate number)

Describe Any Damage to Vehicle #2: _____

Number of other occupants to Vehicle #2: _____

Any Reported Injuries? YES NO If yes, describe: _____

Pedestrian (names and telephone numbers): _____

Any Reported Injuries? YES NO If yes, describe: _____

PRINT YOUR NAME: _____ DATE: _____ SIGN: _____

County of Inyo
Aerosol Transmissible Disease
Exposure Control Plan

Updated February 2023

In the event of an occupational exposure:

Promptly notify your supervisor and call (877.215.7285) the Employee Work Related Injury and Illness Hotline to report the event and to speak with a triage nurse.

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I. PURPOSE AND SCOPE

The County of Inyo is committed to providing a safe and healthful work environment for its employees. In accordance with the California Occupational Safety and Health Administration (Cal/OSHA) Title 8 CCR 5199 regarding aerosol transmissible disease (ATD), this Inyo County Aerosol Transmissible Diseases Exposure Control Plan (ATDECP) provides written procedures and minimum standards for preventing the spread and minimizing the risk of occupationally acquired aerosol transmissible disease for County departments with operations that may expose employees to an elevated risk of exposure to ATDs.

An ATD is an epidemiologically significant disease that is transmitted or spread through the air in the form of small particles or droplets. Early identification, isolation, and treatment of persons with infectious ATDs are crucial in reducing the risk and consequences of exposure to themselves and others. An elevated risk is at a greater level than what is considered ordinary for employees having direct contact with the general public. A list of diseases and pathogens considered ATDs is available at "Aerosol Transmissible Disease/Pathogens" (<https://www.dir.ca.gov/title8/5199a.html>).

This plan applies only to those employees and situations where employee exposure to ATDs is at an elevated risk for occupationally acquired ATDs, as identified in Section IV below and Exhibit A. This plan guides departments to implement common infection control measures to protect employees from those threats and to enable employees to continue to provide critical services without unreasonably jeopardizing their own health. Employees with elevated risk should adhere to the requirements specified in this document. Supervisors should keep a copy of this plan and specific departmental procedures, if any, available to affected employees during work hours. The Sheriff's Department has its own policy, number 1007, regarding communicable diseases, which includes including ATDs.

II. PLAN ADMINISTRATION

Risk Management maintains general plan documentation. Risk coordinates with Department Heads who have employees with high exposure potential (HEP) and with the Safety Committee for the routine annual routine review of this plan. Department Heads who have employees with high exposure potential (HEP) administer the plan in consultation with Risk Management, as necessary, and may add additional measures or specifics to customize this plan for their department, divisions, or units. Exposure incidents are reviewed by the affected Department Heads and Risk Management for continuous improvement. A digital copy of this ATDECP will be available anytime from the County intranet as well as from a Department Head or Personnel office with a five business day notice. A copy may also be maintained at locations of high exposure potential (HEP). HEP workers are provided a copy when they begin employment and during their annual training.

III. OCCUPATIONAL EXPOSURE

Personnel and/or Risk Management should promptly notify employees who may have had a known occupational exposure to an ATD. Exposure records are kept separately from other employee personnel records. Employees who believe they were exposed to an ATD while working should promptly notify their supervisor and call the Employee Work-Related Injury and Illness Process Hotline (877.215.7285) to report the event and to speak with a triage nurse for next steps. See <https://www.inyocounty.us/iipp> to file an anonymous hazard report. Medical services, including vaccinations, tests, examinations, evaluations, determinations, procedures, and medical management and follow-up, shall be performed by or under the supervision of a (PLHCP) Physician or other licensed healthcare professional. An employee electing to decline medical attention (beyond first aid) for an exposure should submit a signed

memo or email to Risk@inyocounty.us and their supervisor to this affect. Medical clearance may be required prior to returning to the workplace.

IV. HIGH EXPOSURE PROBABILITY (HEP) EMPLOYEES

This document applies to certain roles, responsibilities, locations, and tasks that may have elevated risk for ATD exposure. This means that their risk is in excess of ordinary exposure for employees who work with the general public. Elevated risk is determined without consideration of use of PPE, though employees must comply fully with PPE requirements. Each department may develop its own procedures to reduce or eliminate the possibility of ATD exposures in addition to the general guidance provided by this ATDECP. For example, work units that provide transportation, housing, isolation, or management of individuals with known or suspected airborne infectious diseases may have their own unit-specific and customized additions to this ATDECP.

The following are specific locations and tasks with elevated risks of exposure to ATDs:

- Public Health: Sample collection and other handling of potentially infectious materials by the Jail Nurse and other Public Health staff related to a person with a suspect or confirmed infectious ATD case.
- Public Works: Repairing or replacing or maintaining air systems or equipment that may be anticipated to contain ATDs
- Social Services & Public Guardian: Handling of potentially infectious materials in a potentially uncleaned environment.
- Sheriff's Office/Jail: Resuscitative procedures performed by emergency personnel, visiting the home of an infectious person, and certain medical services provided by the jail nurse in the jail. [Sheriff's Office has its own policies and procedures on communicable diseases.]
- Coroner: Autopsy, laboratory, research, body transportation, or production procedures performed on tissues, especially but not limited to tissues known or suspected to be infected with TB, which can aerosolize TB contaminated fluids. [Contract coroners are responsible for maintaining and complying with their own ATDECP and are excluded from this plan though listed here for reference.]
- Probation: Sample collection and other handling of potentially infectious materials

In accordance with 8CCR5199, and with the department exceptions noted above, this plan applies to the following when exposure to cases or suspected cases of ATD may occur:

- Public Health, Jail Nurse, or Social Services activities provided during transport, investigation, or treatment.
- In-person public health contact tracing or health screening activities.
- Operations of Probation detention areas, Progress House, and in-person contact areas of Public Health offices, as these facilities may have an increased risk for transmission of ATD infection.
- Public Health laboratories that perform procedures with materials that contain or are reasonably anticipated to contain aerosol transmissible pathogens.
- Maintenance, renovation, service, or repair operations involving air handling systems or equipment or building areas that may reasonably be anticipated to be contaminated with aerosol transmissible pathogens.

Job titles of potential HEPs are listed in Appendix A. An employee may submit a written appeal to their respective Department Head to have their job title included in or removed from the list of elevated risk job titles. If the employee does not agree with the response from the Department Head, the employee

can forward the appeal to Risk Management which will make a final determination of the appeal. If a Department Head determines that a job title excluded from the list has occupational exposure, then the department should still comply with the ATDECP by providing employees in the unlisted job title with the same training, personal protective equipment, vaccinations and exposure reporting. If any department determines an employee with an occupation published on the list does not have occupational exposure because that employee's duties do not include occupational exposure, then the ATDECP does not apply to that employee.

V. ENGINEERING CONTROLS

Engineering controls are used to prevent the spread and reduce the concentration of infectious droplets. Departments implement feasible engineering and work practice controls to minimize exposure and to provide necessary personal protective and respiratory protective equipment. This includes removal of infectious materials, cleaning, sanitation, and refreshing of ventilation system filters in cooperation with Public Works. Each department may determine the level and procedure for sanitation related to their area in addition to the regular sanitation provided by Public Works staff (or contractors) at each location. Control measures should be consistent with recommendations from the Center for Disease Control and Prevention (CDC).

Employees are advised to watch for and report symptomatic persons proactively and confidentially to their supervisors. A person who is coughing severely, for example, may put employees at increased risk. A coughing person should be directed to don a mask immediately and either placed in a private room with the door closed or escorted outside to wait for an evaluation. Department Head or designee may request that the person remove themselves from the area and advise that they seek medical attention. Only licensed health care professionals may triage persons with pulmonary symptoms. An employee who transports a symptomatic person should be notified in advance of the condition so they may prepare themselves.

Finally, vaccinations of HEPs are vital to eliminating the exposure for susceptible employees. HEPs with occupational exposures to ATD will be offered vaccine doses listed in Appendix B. Recommended vaccinations for HEPs will be made available to all HEP employees at no charge to the employee upon completion of their annual ATD training, and within 20 working days of initial assignment unless: (1) the employee has previously received the recommended vaccination(s) and is not due to receive another vaccination dose; or (2) the employee has been determined to be immune in accordance with applicable public health guidelines; or (3) the vaccine is contraindicated for medical reasons. Employees should be offered additional vaccinations within 120 days of the issuance of new CDC or CDPH recommendations. Employees are not required to participate in a pre-screening program as a prerequisite for receiving a vaccine unless CDC or CDPH guidelines recommend pre-screening prior to administration of the vaccine.

If an employee initially declines a vaccination but later decides to accept the vaccination, the County will make every effort to make the vaccination available within 20 working days of receiving a written request from the employee. Employees who decline to accept a recommended and offered vaccination should sign the declination statement (Appendix C and D).

VI. ADMINISTRATIVE CONTROLS

Administrative controls are used to reduce the risks of exposure to persons with infectious ATDs. Each department is responsible for ensuring high exposure possibility (HEP) staff follow established protective measures. Department Heads are responsible for monitoring compliance, reporting non-compliance, and taking action in response to non-compliance.

Department Heads should clearly communicate with HEP staff the importance of complying with administrative controls. When monitoring reveals repeated failure to follow recommended practices after additional supplies, education and/or retraining, and counseling have been provided, disciplinary action may be taken according to usual progressive disciplinary procedure.

If a person with a potentially infectious ATD must remain temporarily in the workplace, signage should be used to indicate the exposure hazard to any employees who may consider entering the area.

Proper respiratory precautions should be used by persons with, or suspected of having, an ATD. Employees must stay home and not come into the workplace if they feel sick, and to go home or seek medical attention if they become ill during the workday. Persons who suspect they have a respiratory condition or feel similarly ill are advised to do the following: Cover the nose/mouth when coughing or sneezing, use tissues to contain respiratory secretions and dispose of them in the nearest waste receptacle after use, wash hands frequently for 20 seconds with soap and water (or an approved sanitizer) and after contact with respiratory secretions or contaminated objects or materials, wear a face covering whenever not alone in the workplace, and practice social distancing. Department Heads and their designees are expected to educate their employees about appropriate respiratory precautions.

VII. PERSONAL PROTECTIVE EQUIPMENT

Personal protective equipment (PPE) should be used when the exposure risk for HEPs cannot be engineered out or completely controlled administratively. Appropriate PPE will be provided to employees at no cost to them for exclusive use while working, and adequate training and fitting should be provided to ensure proper use and maintenance of PPE provided.

A surgical mask or a cloth face covering may be sufficient for some exposure situations and not for other situations. If a respirator (a greater level of protection than surgical mask or a cloth face covering) is necessary, it should be at least as effective as the N95 filtering face piece respirator. Employees covered by these enhanced protections include those who work in contaminated areas, or in areas designated for the isolation or quarantine of ATD cases, or those whose jobs include the handling or transporting infected or exposed materials or persons. Where applicable, employees may be fitted for a respirator in accordance with the County's Respiratory Protection Program and should use the respirator rather than a simple surgical mask or cloth face covering. The alternative respirator medical evaluation questionnaire is available at Appendix E. See the County's Respiratory Protection Program for further details on respiratory protection.

Staff should be fit tested and receive instructions on use and care if assigned to wear a KN95, N95, or greater protective device. HEPs who perform high hazard procedures are trained and fit-tested. Fit testing should be completed annually or anytime an individual's weight changes enough to modify the fit. Each department is responsible for documenting when and to whom a KN95, N95, or greater protective device has been provided.

Appropriate inventory of PPE (which may include gloves, eye protection, surgical masks, and/or respirators as a situation may necessitate) will be maintained by departments that provide staff for surge response for ATD outbreaks or other public health emergencies. In the event there is a shortage of PPE due to a pandemic, current CDC/CDPH guidance for re-use of single use respirators will be provided.

VIII. SPECIAL PRECAUTIONS

Special precautions should be taken with suspected cases of TB and other highly infectious ATDs. Please see County Public Health for details on testing, exams, and documentation.

IX. OTHER RECOGNIZED HAZARDS

COVID-19 is an aerosol transmissible disease. Where the ATDECP applies, it supersedes the Inyo County CPP when the ATDECP provides those employees with the same or a greater level of protection against COVID-19 in the workplace.

Monkeypox (MPX) is an aerosol transmissible disease. It is a viral infection that can spread from infected humans, animals, and materials contaminated with the virus. There has been a rapid rise in cases in California since May 2022, though not to date in Inyo County. The disease is typically self-limited (resolves on its own without treatment) but may be severe in immunocompromised individuals.

MPX spreads primarily by close or direct contact with infectious rashes, lesions, scabs, or body fluids. It can also spread through touching materials used by a person with MPX that have not been cleaned, such as clothing, towels, and bedding. The virus can become airborne during changing or handling of contaminated linen. In addition to lesions on the skin, lesions may be located in the mouth or throat, and research is underway to further understand the role of respiratory fluids, droplets, and particles in the transmission of MPX. Public health recommendations to prevent the spread of MPX for employees entering rooms in which persons with suspected or confirmed MPX are located or were recently located include the use of NIOSH-approved particulate respirators equipped with fit tested N95 filters or higher, Eye protection (i.e., goggles or a face shield that covers the front and sides of the face), Gowns, and gloves. See also: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Mpox.aspx>.

Fentanyl is a member of the class of drugs known as fentanyls, rapid-acting opioid (synthetic opiate) drugs that alleviate pain without causing loss of consciousness (analgesic). Fentanyl depresses central nervous system (CNS) and respiratory function. Exposure to fentanyl may be fatal. Fentanyl is estimated to be 80 times as potent as morphine and hundreds of times more potent than heroin. It is a drug of abuse. Fentanyl (and other opioids) could possibly be used as an incapacitating agent to impair a person's ability to function. In October 2002, the Russian military reportedly used "a fentanyl derivative" against terrorists holding hostages in a Moscow theater; 127 of the hostages died. It is unclear whether the gas used also included other chemical agent(s). Fentanyl is odorless.

Fentanyl can be disseminated through indoor air, water, food, outdoor air, and agricultural means. **Fentanyl can be released into indoor air as fine particles or liquid spray (aerosol). Fentanyl can be used to contaminate water. Fentanyl can be used to contaminate food. Fentanyl can be released into outdoor air as fine particles or liquid spray (aerosol). If fentanyl is released into the air as fine particles or liquid spray (aerosol), it has the potential to contaminate agricultural products.**

X. SURGE PROCEDURES

All County employees are designated as emergency disaster workers and may be called upon to respond in the event of an emergency. Employees receive training in Standard Emergency Management System/National Incident Management System (SEMS/NIMS) and core competencies according to their job responsibilities. County Administration coordinates and delegates related or advanced training in accordance with local, state, and federal guidance.

A Rapid Response Team may be convened by the local Emergency Operations Command (EOC) in the event of a disease outbreak or other Public Health emergency. Surge fit testing may be performed by trained personnel under the supervision of the County Health Department or the local area hospital. If

appropriate, the County may maintain an emergency notification system, with key staff notified via the California Health Alert Network (CAHAN). Public Health handles procedures for accessing, and stockpiles of, respiratory and personal protective equipment. The Public Health Department may maintain its own Biosafety Plan.

XI. POST-EXPOSURE EVALUATION

All exposure incidents should be evaluated to identify and correct problems with the goal of preventing recurrence. The supervisor/manager is responsible for ensuring the required paperwork is completed and reviewed to identify the nature and significance of, and response to, the exposure. Evaluation will include a review of control measures and use of personal protective equipment.

XII. TRAINING

Employees are trained on the components of this Plan and how to access a copy upon initial job assignment to roles or tasks with elevated risk levels, annually thereafter, and when new information is added. Training may include online learning modules concerning Aerosol Transmissible Disease, Respiratory Protection, and use and maintenance of PPE. Each department is responsible for ensuring and documenting that employees with high exposure potential achieve training respective of their areas of assignment. Risk Management will provide assistance and an opportunity for interactive questions with employees concerning ATD exposures. See Exhibit A for a list of job titles which may require annual training.

XIII. RECORD KEEPING

Exposure records regarding employees should be kept separate from their personnel files. Records of documented occupational ATD exposures should be kept electronically for at least 30 years. Records of potential but unproven exposures may be shredded after five years of notice of the potential event.

EXHIBITS FOLLOW.

Exhibit A: Job Titles Which May Be Required to Complete Annual ATD Training

Exposure to an ATD could become a serious medical condition. Inyo County employees who may be at elevated level for exposure to an ATD (as defined in the ATDECP) are considered to be HEPs and must complete annual training, preferably in the Summer, on how to protect themselves.

HEP employees hold any of the following countywide job titles:

Health and Human Services (HHS):

Residential Caregiver, Public Health Nurse, Registered Nurse, HHS Specialist, Social Services Aide, Social Worker, Social Worker Supervisor, Integrated Caseworker.

Probation Department:

Probation Officer, Rehabilitation Specialist, Probation Services Coordinator.

Public Administrator/Public Guardian (PAPG):

Public Administrator/Guardian, Public Administrator/Guardian Deputy.

Public Works (PW):

Building & Grounds Worker, Building Maintenance Water Supervisor, Building Maintenance Worker, Custodian, Equipment Mechanic Trainee, Road Maintenance Crew Supervisor, Road Maintenance Worker, Gate Attendant, Equipment Operators, Solid Waste Forman.

District Attorney (DA):

DA Criminal Investigator, DA Investigator I.

Sheriff's Department/Jail (SO):

Lieutenant, Sergeant, Corporal, Investigator, Deputy Sheriff, Correctional Officer, Evidence Technician, Animal Control Officer, Animal Control Supervisor, Shelter Assistant. For more information, see departmental policy on Communicable Diseases.

Department Head or designee may exempt an employee from the annual training requirement if the employee will not be assigned to work that puts the employee at an elevated level of exposure to an ATD for the calendar year. If a job title or task should be added or removed, please contact Risk Management.

Exhibit B: Aerosol Transmissible Disease Vaccination Recommendations for Susceptible Health Care Workers (Mandatory)

<u>Vaccine</u>	<u>Schedule</u>
Influenza	One dose annually
Measles	Two doses
Mumps	Two doses
Rubella	One dose
Tetanus, Diphtheria, and Acellular Pertussis (Tdap)	One dose, booster as recommended
Varicella-zoster (VZV)	Two doses

Source: California Department of Public Health, Immunization Branch. Immunity should be determined in consultation with **Epidemiology and Prevention of Vaccine-Preventable Diseases**. (The “Pink Book” by the CDC is available for free download at www.cdc.gov/vaccines/pubs/pinkbook/index.html.)

Please note: Immunity titers may be drawn before asking an employee to decline/receive a vaccine, as the California vaccination registry was not operational when some employees received childhood vaccines, and employees might not have their records. Most employees will have immunity to the diseases listed above, as proven by titers, and this can save them from getting revaccinated unnecessarily. For example, Hep B titers are drawn on PH and WIC staff due to exposures inherent in their duties. They get revaccinated if their immunity has waned.

Exhibit C: Vaccination Declination Statement (Mandatory)

An employee subject to this ATDECP who declines to accept a recommended vaccination offered by Inyo County must sign and date the following or a similar statement as required by subsection 8CCR5199(h)(5)(E):

I understand that due to my occupational exposure to aerosol transmissible diseases, I may be at risk of acquiring infection with _____ (name of disease or pathogen). I have been given the opportunity to be vaccinated against this disease or pathogen at no charge to me. However, I decline this vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring a serious disease. If in the future I continue to have occupational exposure to aerosol transmissible diseases and want to be vaccinated, I can receive the vaccination at no charge to me.

Employee: _____ (print)
 _____ (sign)
 _____ (date)

RETURN FORM TO PERSONNEL AND MARK CONFIDENTIAL.

Exhibit D: Seasonal Influenza Vaccination Declination Statement (Mandatory)

An employee subject to this ATDECP who declines to accept the seasonal influenza vaccination offered by Inyo County must sign and date the following statement as required by 8CCR5199(h)(10):

I understand that due to my occupational exposure to aerosol transmissible diseases, I may be at risk of acquiring seasonal influenza. I have been given the opportunity to be vaccinated against this infection at no charge to me. However, I decline this vaccination at this time. I understand that by declining this vaccine, I continue to be at increased risk of acquiring influenza. If, during the season for which the CDC recommends administration of the influenza vaccine, I continue to have occupational exposure to aerosol transmissible diseases and want to be vaccinated, I can receive the vaccination at no charge to me.

Employee: _____ (print)

_____ (sign)

_____ (date)

RETURN FORM TO PERSONNEL AND MARK CONFIDENTIAL.

Exhibit E: Alternative Respirator Medical Evaluation Questionnaire (Pg 1/2)

This may be used instead of the questionnaire in the County's written Respiratory Protection Program.

To the PLHCP: Answers to questions in Section 1, and to question 6 in Section 2 do not require a medical examination. Employees must be provided with a confidential means of contacting the health care professional who will review this questionnaire.

To the employee: Can you read and understand this questionnaire (circle one): Yes No

Your employer must allow you to answer this questionnaire during normal working hours, or at a time and place that is convenient to you. To maintain your confidentiality, your employer or supervisor must not look at or review your answers, and your employer must tell you how to deliver or send this questionnaire to the health care professional who will review it.

Section 1. The following information must be provided by every employee who has been selected to use any type of respirator (please print).

- Today's date:
- Name: Job Title:
- Your age (to nearest year):
- Sex (circle one): Male Female
- Height: ft. in. Weight: lbs.
- Phone number where you can be reached (include the Area Code): ()
- The best time to phone you at this number:
- Has your employer told you how to contact the health care professional who will review this questionnaire (circle one): Yes No
- Check the type of respirator you will use (you can check more than one category): N, R, or P disposable respirator (filter-mask, non-cartridge type only); or other type (ex, half- or full-facepiece type, PAPR, supplied-air, SCBA).
- Have you worn a respirator (circle one): Yes No. If "yes," what type(s):

Section 2. Questions 1 through 6 below must be answered by every employee who has been selected to use any type of respirator (please circle "yes" or "no").

1. Have you ever had any of the following conditions?
 - Allergic reactions that interfere with your breathing: Yes No. What did you react to?
 - Claustrophobia (fear of closed-in places) Yes No

2. Do you currently take medication for any of the following problems?
 - Breathing or lung problems: Yes No
 - Heart trouble: Yes No
 - Nose, throat or sinuses Yes No
 - Are your problems under control with these medications? Yes No

Exhibit E: Alternative Respirator Medical Evaluation Questionnaire (Pg 2/2)

3. Do you currently have any of the following symptoms of pulmonary or lung illness?
- Shortness of breath when walking fast on level ground or walking up a slight incline: Yes No
 - Coughing that produces phlegm (thick sputum): Yes No
 - Coughing up blood in the last month: Yes No
 - Have to stop for breath when walking at your own pace on level ground: Yes No
 - Wheezing that interferes with your job: Yes No
 - Chest pain when you breathe deeply: Yes No
 - Shortness of breath that interferes with your job: Yes No
 - Any other symptoms that you think may be related to lung problems: Yes No
4. Do you currently have any of the following cardiovascular or heart symptoms?
- Frequent pain or tightness in your chest: Yes No
 - Pain or tightness in your chest during physical activity: Yes No
 - Pain or tightness in your chest that interferes with your job: Yes No
 - Any other symptoms that you think may be related to heart or circulation problems: Yes No
5. If you've used a respirator, have you ever had any of the following problems while respirator is being used? (If you've never used a respirator, check the following space and go to #6: ____)
- Skin allergies or rashes: Yes No
 - Anxiety: Yes No
 - General weakness or fatigue: Yes No
 - Any other problem that interferes with your use of a respirator: Yes No
6. Would you like to talk to the health care professional who will review this questionnaire about your answers to this questionnaire: Yes No

Employee: _____ (print) _____ (sign) _____ (date)

PLHCP: _____ (print) _____ (sign) _____ (date)



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DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 21, 2023

Reference ID:
2023-3584

Appointment to First 5 Commission Health & Human Services - First 5 ACTION REQUIRED

ITEM SUBMITTED BY

Katelyne Lent, First 5 Program Manager

ITEM PRESENTED BY

Marilyn Mann, HHS Director

RECOMMENDED ACTION:

Appoint Ms. Esther Hampton to an unexpired three-year term on the First 5 Commission ending December 5, 2024. *(A Notice of Vacancy resulted in request for appointment from Ms. Hampton.)*

BACKGROUND / SUMMARY / JUSTIFICATION:

One regular commission term on the First 5 Inyo County Children and Families Commission became vacant when the Commission Member resigned in October 2022. Per Board policy, the vacancy was advertised in the newspaper and community members were invited to apply.

One letter of interest was received by the application deadline from Esther Hampton, currently serving in the Community Alternate role, requesting to seek appointment as a regular Commission member. Esther will continue to be a valuable member to the First 5 Commission, bringing perspectives as a resident of South County, as an active Tribal member, in her professional career working with families through the Owens Valley Career Development Center and in her educational pursuit of a degree in Early Childhood Development.

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 could choose not to appoint the applicant and re-open the recruitment for the First 5 Children and Families Commission. This could cause a delay in the Commission reaching a quorum and conducting regular business.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Notice of Vacancy - First 5
2. Esther Hampton Letter of Interest 2.8.23

APPROVALS:

Katelyne Lent	Created/Initiated - 3/3/2023
Katelyne Lent	Approved - 3/3/2023
Darcy Ellis	Approved - 3/6/2023
Stephanie Tanksley	Approved - 3/6/2023
Marilyn Mann	Final Approval - 3/6/2023

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:

January 21st,
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
23rd Day of January, 2023



Signature

This space is for County Clerk's Filing Stamp

RECEIVED

JAN 26 2023

Inyo County Administrator
Clerk of the Board

Proof of Publication of Public Notice

**NOTICE OF VACANCY
FIRST 5 INYO CHILDREN
AND FAMILIES COMMISSION
NOTICE IS HEREBY GIVEN** that the Inyo County Board of Supervisors is accepting applications to fill one unfinished three-year term on the First 5 Commission for a parent ending December 5, 2024. First 5 Inyo County is recruiting volunteer Commissioners who have experience with young children ages zero to five and their families in the above categories to help shape our program decisions. Commissioners dedicate several hours each month to attend regular meetings to discuss and vote on funding and services to ensure Inyo County's young children are healthy, safe and ready to succeed. Please submit your request for appointment to the Clerk of the Board of Supervisors at P.O.

Drawer N, Independence, CA 93526 or dellis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before Monday, February 6 at 5:00 p.m. Postmarks are not accepted. For more information, contact First 5 Director Katelyne Lent at klent@inyocounty.us or (760) 873-6453. (IR 01.21, 2023 #21376)

Manahüü Darcy! I hope you are having a wonderful day. Below is my letter of intent for the First 5 Vacant Commission Seat. Thank you.

I-nani-na(my name) is Esther Hampton and would like to be considered for the vacant position for the First 5 Commission Seat. I reside on the beautiful Lone Pine Paiute-Shoshone reservation and am an active tribal community member and community member. I am employed with Owens Valley Career Development Center as the Site Manager, which I facilitate many programs that involve the entire families and youth and oversee the Lone Pine Site. I have always been active in my children's academic careers and advocate for the families who may not feel comfortable asking those detailed questions regarding their own child's education. I am pursuing my degree in Early Childhood Development and currently hold a Child Development Associate Teacher Permit. I will be a valuable addition to the committee with my insight into being a Tribal Member, living in the county's southern end, and being an effective communicator. Thank you for your consideration.

Awasu nüü üü buni-wei, Esther Hampton



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DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 21, 2023

Reference ID:
2023-3543

Waiver of Fee for Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department Public Works - Recycling & Waste Management ACTION REQUIRED

ITEM SUBMITTED BY

Cap Aubrey, Public Works Deputy Director, Solid Waste

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve waiver of solid waste disposal and gate fees for the Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department event, Saturday, April 29, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

As a community service, the Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department is holding a clean-up event for Earth Day on April 29, 2023. The organization has requested a waiver of solid waste disposal and gate fees for waste collected at the event. Each year, the participants clean the reservation roads surrounding the reservation boundaries, collecting several bags of trash. Waste attributable to the clean-up will be tracked by the Landfill Gate Attendant. Loss of revenue should be minimal.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	045700
Budgeted?	No	Object Code	4738
Recurrence	One-time fee waiver		
Current Fiscal Year Impact			
It was not anticipated in this this year's revenue projections.			
Future Fiscal Year Impacts			
N/A			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not waive these fees. The cost will then be borne by the event's organizers.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Request for Fee Waiver - LPPSR

APPROVALS:

Teresa Elliott	Created/Initiated - 2/27/2023
Darcy Ellis	Approved - 2/27/2023
Teresa Elliott	Approved - 2/28/2023
John Vallejo	Approved - 2/28/2023
Amy Shepherd	Approved - 3/1/2023
Michael Errante	Approved - 3/1/2023
Nate Greenberg	Final Approval - 3/16/2023



**Lone Pine Paiute-Shoshone Reservation
Environmental & Air Quality Department**

PO Box 747/1101 E-Sha Lane
Lone Pine, CA 93545
PH 760-876-4690 Fax 760-876-4682

February 21, 2023

Inyo County Waste Management
1360 North Main Street
Bishop, CA 93514
Attention: Cap Aubrey

Dear Cap:

The Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department would like to request a gate fee waiver for the upcoming Earth Day event. Each year the participants clean the reservation roads surrounding the reservation boundaries collecting several bags of trash.

It is my understanding that permission to wave the gate fee is granted by the Board of Supervisors. LPPSR hopes to receive a favorable response. This year's event will take place on Saturday, April 29, 2023.

I welcome any questions you may have about the day's event. I can be reached by phone at 760-876-4690 or by email at mel.joseph@lppsr.org.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mel O. Joseph".

Mel O. Joseph, Environmental Director
Lone Pine Paiute-Shoshone Reservation

Cc: Matt Kingsley, Inyo County 5th District Supervisor



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AGENDA ITEM REQUEST FORM

March 21, 2023

Reference ID:
2023-3545

State Line Road FLAP Grant MOA Approval Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Nolan Ferguson, Assistant Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

A) Amend the Fiscal Year 2022-2023 Road Budget 034600 as follows: increase appropriation in an object code which will be created by the Auditors Office by \$160,000 (*4/5ths vote required*); B) Approve the Memorandum of Agreement between the Federal Highway Administration and Inyo County accepting the State Line Road Federal Lands Access Program grant in the amount of \$15,400,000 requiring a County match of \$1,767,000; C) Authorize the expenditure of Road Department funds for the Preliminary Engineering match of \$160,000; and D) Authorize the Public Works Director or Assistant Director to execute all necessary project documents including the MOA.

BACKGROUND / SUMMARY / JUSTIFICATION:

On 12/21/2021 your board signed a Memorandum of Agreement for Scoping, Surveying and Pavement Investigation for the State Line Road FLAP Grant project. This included a funding match of \$20,000. Now that the project scoping has been completed and the FLAP grant has been awarded for a project total of \$15,400,000, an MOA modification needs to be approved. The total county match has been updated and is reflected in this MOA, with said total match being \$1,767,000. The next phase of the project is Preliminary Engineering (PE) and Environmental Compliance, which is anticipated to cost approximately \$1,400,000, of which the county's match total is \$160,000. This total needs to be paid by 4/1/2023 in order to avoid project delays or cancelation.

PROJECT SCOPE:

The scope of this project includes rehabilitation and widening of 5.21 miles of State Line Road from Death Valley Junction to the State Line of Nevada. State Line Road will be widened to 28-feet. This includes two 12-foot-wide travel lanes and two 2-foot-wide paved shoulders along with grading, drainage structures, full depth reclamation, placement of crushed aggregate base and asphalt pavement, signage, striping, and any other safety-related features.

PROJECT BUDGET:

The below costs reflect the project total, of which the county match is 11.47%.

Item	Estimated Cost	Comments
Preliminary Engineering (PE) and Environmental Compliance	\$1,400,000	Includes Scoping Costs
Construction Contract (CN)	\$10,000,000	FY28
Construction Engineering (CE)	\$800,000	
Contingency	\$3,200,000	Contingency/Inflation
Total	\$15,400,000	

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	Yes, if this budget amendment is approved	Object Code	TBD - Auditor Controller
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
None. This budget amendment will utilize RMRA (SB1) funds that are housed in our current fund balance for the Road budget.			
Future Fiscal Year Impacts			
Additional Information			

Additional budget amendments will occur with each phase of the project if these phases move forward outside of budget preparation.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Failure to approve the MOA as well as failure to authorize the expenditure of the \$160,000 would result in a cancelation of the project and a loss of over \$13,600,000 worth of grant funding for the project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Funds Transfer Agreement
2. Memorandum of Agreement

APPROVALS:

Nolan Ferguson	Created/Initiated - 2/28/2023
Darcy Ellis	Approved - 2/28/2023
Nolan Ferguson	Approved - 3/1/2023
John Pinckney	Approved - 3/2/2023
Michael Errante	Approved - 3/2/2023
Breanne Nelums	Approved - 3/15/2023
Denelle Carrington	Approved - 3/15/2023
John Vallejo	Approved - 3/15/2023
Amy Shepherd	Approved - 3/15/2023
Nate Greenberg	Final Approval - 3/16/2023

**FEDERAL HIGHWAY ADMINISTRATION
FEDERAL LANDS HIGHWAY**

FUNDS TRANSFER AGREEMENT

FHWA Agreement No.: 6982AF-22-K-500014, Modification No. 001
CA FLAP INY 10(1) State Line Road
February 28, 2023

Agency providing funding: Inyo County

Original Agreement Amount: \$20,000

Modification #001 Amount: \$1,747,000

Total Agreement amount: \$1,767,000

Period of Performance: From January 20, 2022 to January 5, 2030.

Agency receiving funding: Central Federal Lands Highway Division (CFLHD)

This Funds Transfer Agreement (FTA) is to confirm that Inyo County has committed to provide, through electronic funds transfer, \$1,767,000 to FHWA-CFLHD for the CA FLAP INY 10(1) State Line Road project to meet the matching requirements and all conditions set forth in the Memorandum of Agreement (MOA) dated February 28, 2023, and any future modifications to the MOA.

This agreement is hereby increased by \$1,747,000 to the new agreement amount of \$1,767,000

FUNDS TRANSFER SUMMARY					
Phase	Amount	Due	Received	Modification #	Comment
Scoping	\$20,000	3/1/2022	3/1/2022		
Design (PE)	\$160,000	4/1/2023		001	
Construction (CE/CN)	\$1,587,000	5/1/2026		001	
Total:	\$1,767,000				

AGENCY FINANCIAL AND CONTACT INFORMATION		
	Inyo County	Central Federal Lands Highway Division
Unique Entity Identifier (UEI #)	EU9KBPLKZ5K5	TNG9SCVNCUW5
Financial Contact Information		
Name	Breanne Nelums	Suzanne Schmidt
Phone	(760) 878-0201	(720) 963-3356
E-mail	bnellums@inyocounty.us	Suzanne.schmidt@dot.gov
Address	168 N. Edwards PO Drawer Q Independence, CA 93526	12300 W. Dakota Ave. Lakewood, CO 80228
Project Contact Information		
Name	Nolan Ferguson	Emilio Burgos
Phone	(951)345-3509	(720) 963-3639
E-mail	nferguson@inyocounty.us	emilio.burgos@dot.gov

CFLHD is limited to recovery of the matching share of actual costs incurred, as reflected in the invoices provided by the CFLHD. Regardless of the estimated costs stated in the MOA, Inyo County will provide 11.47% of the total Federal Lands Access Program cost required for the project, through the construction, closeout, and resolution of any disputes.

FEDERAL HIGHWAY ADMINISTRATION
FEDERAL LANDS HIGHWAY

FUNDS TRANSFER AGREEMENT

FHWA Agreement No.: 6982AF-22-K-500014, Modification No. 001
CA FLAP INY 10(1) State Line Road
February 28, 2023

CFLHD shall not incur costs which result in matching funds exceeding the maximum cost stated in this Agreement without authorization by the Requesting Agency in the form of written modification to this Agreement.

John Pinckney	Date	Contracting Officer	Date
Deputy Director Inyo County Public Works		Central Federal Lands Highway Division	

CFLHD requests that these payments be made through the US Treasury's website <https://pay.gov>. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payment shall be submitted referencing the FHWA Agreement Number.

Option 1 (Preferred Method)

Plastic card or Automatic Clearing House Payment (ACH Direct Debit)

- Go to Treasury's website – <https://pay.gov>
- Search for Agency Name (Transportation Department)
- Select the appropriate Transportation Agency (Federal Highway Administration)
- Follow the form instructions to make your payment. Note, if making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

Option 2

Mail check payment to the following address for Paper Check Conversion (PCC) processing:

Make Check Payable To:
DOT FHWA

Mailing Address:
DOT/FEDERAL HIGHWAY ADMINISTRATION
C/O MIKE MONRONEY AERONAUTICAL CENTER
Enterprise Service Center
Federal Aviation Administration
ATTN: AMZ-324/HQS BLDG Room 265
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169-6918

Notice to customers making payment by check:

- Please notify cfl.finance@dot.gov if mailing a check.
- When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
- When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Privacy Act- A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from our internet site at:

https://www.fiscal.treasury.gov/fservices/gov/rvnColl/otcNet/rvnColl_otcnet.htm

or call toll free: at 1-866-945-7920 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
March 2023

Project / Facility Name: CA FLAP INY 10(1)

Project Route: State Line Road

State: CA

County: Inyo County

Owner of Federal Lands to which the Project Provides Access: BLM, NPS, FWS

Entity with Title or Maintenance Responsibility for Facility: Inyo County

Type of Work:

Preliminary Engineering: Environmental compliance, preliminary and final design, all necessary permits

Right of Way: Acquisition of all right of way and easements needed for the project

Construction/Construction Contracting: Acquisition by contract of construction work in accordance with the (plans, specifications, and estimate

Construction Engineering: Administration of the construction contract

This Agreement does not obligate (commit to) the expenditure of Federal funds, nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: Federal Highway Administration, Central Federal Lands Highway Division (FHWA-CFLHD), Inyo County.

The Program Decision Committee approved this project on

November 9, 2022

Date

AGREED:

John Pinckney
Deputy Director Inyo County Public Works

Date

Marc Stamer
Field Manager Barstow Field Office BLM

Date

Judy Salomonson
Chief of Business Operations
FHWA-CFLHD

Date

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
March 2023

A. PURPOSE OF THIS AGREEMENT

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental review, design, right-of-way, utilities, acquisition, and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the environmental review process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors, such as issues raised during the environmental review process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, Inyo County agrees to provide a matching share equal to \$1,767,000 (11.47%) of the total cost of the project, as detailed more fully in Sections J and K below.

B. AUTHORITY

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT

Inyo County has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

Inyo County has coordinated project development with the Death Valley National Park and the Barstow Field Office of the Bureau of Land Management (BLM). The NPS and the BLM support of the project is documented in the California Federal Lands Access Program Project Application for this project submitted by Inyo County to FHWA-CFLHD. Each party to this agreement has a primary role in the environmental review process, design, or construction shall coordinate their activities with the Death Valley National Park and the Barstow Field Office of the Bureau of Land Management.

E. PROJECT BACKGROUND/SCOPE

The scope of this project includes rehabilitation and widening of 5.21 miles of State Line Road from Death Valley Junction to the State Line of Nevada. State Line Road will be widened to 28-feet. This includes two 12-foot-wide travel lanes and two 2-foot-wide paved shoulders along with grading, drainage structures, full depth reclamation, placement of crushed aggregate base and asphalt pavement, signage, striping, and any other safety-related features.

Project Location: Improvements will begin at Death Valley Junction at the intersection of State Line Road and proceeds east for approximately 5.21 miles and ends at the Nevada border.

FEDERAL LANDS ACCESS PROGRAM
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Environmental Compliance and Permitting: FHWA-CFLHD will be the lead agency for the environmental review process (compliance with NEPA and related laws and regulations, including Section 106 of the National Historic Preservation Act, Section 7 of the Endangered Species Act, and associated consultations) and for Clean Water Act permitting. It is anticipated that this project can be approved under an FHWA Categorical Exclusion. Clean Water Act permits are anticipated. Inyo County will be lead for CEQA.

Survey: FHWA-CFLHD will perform ground survey or drone flights for topo.

Highway Design and Safety: The project scope includes the rehabilitation and widening of State Line Road to a 12-foot-wide travel lane with 2-foot shoulders for a total paved width of 28 feet.

Pavement Design: The preliminary pavement recommendation is 4 inches of HACP over 4 inches of pulverized base material. FHWA-CFLHD will perform a pavement investigation to determine the final pavement design.

Hydrology/Hydraulics: FHWA-CFLHD will perform a hydrologic/hydraulic analysis of the existing structures along the route. It is anticipated that all existing culverts will be replaced. There is an existing section of roadway that floods during storm events from 2 miles East of the project start which the team will analyze to raise the roadway and add drainage structures.

Right of Way: It is anticipated that property acquisition will not be required. Inyo County will obtain new access from BLM for the construction of the project as the current easement is only for maintenance purposes.

Utilities: No utility relocations are anticipated.

Bridge: No bridge structures are anticipated.

Construction: Construction is anticipated to last 7 months (1 construction season). State Line Road will remain open during construction but can be reduced to alternating one way traffic with 20-minute maximum delays.

F. PROJECT BUDGET

Item	Estimated Cost	Comments
Preliminary Engineering (PE) and Environmental Compliance	\$1,400,000	Includes Scoping Costs
Construction Contract (CN)	\$10,000,000	FY28
Construction Engineering (CE)	\$800,000	
Contingency	\$3,200,000	Contingency/Inflation
Total	\$15,400,000	

G. ROLES AND RESPONSIBILITIES

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
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Responsible Party	Product/Service/Role	Comments
FHWA-CFLHD	<ul style="list-style-type: none"> • Develop and sign this Memorandum of Agreement • Manage project schedule and all project costs • Lead the development of the plans, specifications, and estimate (PS&E) in accordance with FHWA-CFLHD standards, policy, and guidance (engineering deliverables prepared by federal employees will not be signed or stamped) • Document any design exceptions to the AASHTO standards, agreed upon by the project team, on FHWA-CFLHD's highway design standards form • Lead all federal environmental compliance (including, but not limited to, NEPA, the National Historic Preservation Act, and the Endangered Species Act) • Prepare and approve environmental documents and make project decisions based on the documents • Conduct ROW research and obtain title reports for private parcels as required • Identify utility conflicts and prepare utility conflict maps • Conduct preliminary engineering towards the development of the PS&E construction contract package • Ensure all permits required for Federally constructed projects are obtained • Advertise and award the contract (bids will not be solicited by FHWA-CFLHD until maintaining agency has concurred with the plans and specifications and provided signed ROW and utility certifications) • Perform construction engineering/administration of the construction contract • Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract • Provide a Project Engineer on site for construction administration • Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and 	

FEDERAL LANDS ACCESS PROGRAM
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Responsible Party	Product/Service/Role	Comments
	<p>ensure that the construction is consistent with the PS&E</p> <ul style="list-style-type: none"> • Ensure that the contractor will bear all expenses of maintaining traffic, other than snow removal and normal state, county, and city maintenance work • Verify adherence to environmental documents and permits • Set up and lead final inspection upon completion of construction 	
Inyo County	<ul style="list-style-type: none"> • Review and sign this Memorandum of Agreement and other required financial agreements to satisfy match requirements or overmatch, if necessary, within 60 days of receiving MOA. • Attend and participate in reviews and meetings • Provide available data, including traffic, crashes, potential material sources, agreements, and other technical subjects, within two weeks of request • Review the environmental documents, plans, estimate, and specifications at each phase of design, and provide comments within two weeks of receipt • Coordinate with FHWA-CFLHD on environmental related issues • Be the lead agency for CEQA and complete all compliance documentation and reviews and approve the CEQA document • Coordinate any mitigation measures resulting from CEQA with FHWA-CFLHD prior to finalizing or accepting the measures • Coordinate with the other parties to create an appropriate revegetation plan and provide a seed mix and any recommendations for soil amendments for inclusion in the Special Contract Requirements • In coordination with the FHWA-CFLHD project manager, ensure that completed PS&E documents are consistent with the intended outcome • Acquire and fund appropriate local and state permits prior to advertisement of the project. 	

FEDERAL LANDS ACCESS PROGRAM
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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • Provide survey grade ROW mapping and a list of property owners (names and addresses) along the project corridor prior to project scoping • Review ROW plans and legal descriptions provided by FHWA-CFLHD • Acquire ROW and Temporary Construction Easements (TCEs) if necessary • Conduct value findings or appraisals for Fair Market Values • Approve value findings or appraisals for Fair Market Values • Prepare offers to landowners • Conduct ROW negotiations as necessary to acquire adequate rights from private landowners • Sign statement of legal sufficiency upon review of the draft Highway Easement Deed • Accept and record the Highway Easement Deed upon receipt • Complete all ROW activities prior to advertisement of the project • Sign FHWA-CFLHD Right of Way Certification certifying that all rights on private property necessary to construct, operate, and maintain the road have been obtained • Obtain all rights necessary to construct, operate, and maintain the facility • Provide all available utility information and identify key points of contact for coordination with utility companies • Request utility surface locates prior to topographic survey by FHWA-CFLHD • Coordinate utility relocations, if necessary, per scope described above • Sign FHWA-CFLHD Utility Certification • Provide overall direction regarding agency policy and administration for the project • Concur with the final plans and specifications • Issue required encroachment permits at no cost to FHWA-CFLHD • Develop a public information plan in coordination with FHWA-CFLHD and the FLMA 	

FEDERAL LANDS ACCESS PROGRAM
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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract • Designate a representative who will be the primary contact for FHWA-CFLHD's construction staff during construction • Consider proposed design changes, evaluate change impacts, and concur with changes as needed, ensuring that changes meet the requirements intended in the PS&E • Attend a final inspection and approve and provide final acceptance upon completion of construction • Upon final acceptance of the project, assume responsibility of the NPDES permit until the Notice of Termination is filed and accepted • Provide long term maintenance and operation of the project upon completion • Perform reviews and provide information needed to support FHWA-CFLHD in resolution of contract disputes. 	
BLM	<ul style="list-style-type: none"> • Review and sign this Memorandum of Agreement within 60 days of receiving the notification letter • Attend reviews and meetings • Provide in a timely manner available data including but not limited to existing agreements or technical data • Review the environmental documents, plans and specifications at each phase of design, and provide comments within two weeks • In coordination with the FHWA-CFLHD project manager, ensure that completed PS&E documents are consistent with the intended outcome • Provide overall direction regarding FLMA policy and administration for the project • Concur with the final plans and specifications • If required, issue a right of entry and Letter of Consent to transfer a Highway Easement Deed within 4 months of receipt of request • Provide a fire plan for incorporation into the Special Contract Requirements or approve the use of standard specification language 	

FEDERAL LANDS ACCESS PROGRAM
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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> • Coordinate with FHWA-CFLHD to identify an appropriate revegetation plan and provide a seed mix and any recommendations for soil amendments for inclusion in the Special Contract Requirements • Provide support to FHWA-CFLHD (respond to questions regarding environmental issues), as requested, for the development of environmental documents • Develop a public information program in coordination with FHWA-CFLHD and the maintaining agency • If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract • Designate a representative who will be the primary contact for the FHWA-CFLHD's Construction staff • Continue to update and implement the public information program • Consider proposed design changes, evaluate change impacts, and concur with changes as needed, ensuring that changes meet the requirements intended in the PS&E • Attend final inspection upon completion of construction 	

H. ROLES AND RESPONSIBILITIES—SCHEDULE

Responsible Lead	Product/Service/Role	Schedule Finish	Comments
Inyo County/BLM	Signed MOA and other financial documents	March 2023	
FHWA-CFLHD	Preliminary Design	Summer 2025	
FHWA-CFLHD	Environmental Compliance	Summer 2025	Development and completion of environmental studies and documentation
Inyo County	Signed ROW and Utility Certifications	Spring 2026	
FHWA-CFLHD	Final Design	Summer 2027	Development of PS&E
FHWA-CFLHD	Obtain appropriate Permits	Summer 2027	

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
March 2023

Responsible Lead	Product/Service/Role	Schedule Finish	Comments
Inyo County	Obtain appropriate local and state permits	Summer 2027	
FHWA-CFLHD	Advertise, Award and NTP	Fall 2027	
FHWA-CFLHD	Administer Construction Contract	Summer 2028	Construction Engineering

I. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	AASHTO	
Functional Classification	Rural Major Collector	
Surface Type	Asphalt	
Design Volume	1,299 ADT	

J. FUNDING

PROJECT FUNDING			
Funding Source	Estimated Funding	% of Total Project	Comments
Federal Lands Access Program	\$13,633,000	88.53%	
Inyo County	\$1,767,000	11.47%	Cash Match
Total	\$15,400,000		

Inyo County is responsible for support costs incurred in completing the roles and responsibilities detailed in Section G. These costs will not be included in the total project cost and are the financial responsibility of the applicant in addition to the funding as described in the table above.

If during implementation of the project it is determined that the total project cost exceeds \$15,400,000, the Central Federal Lands Highway Division, Inyo County and BLM will either mutually agree to reduce the scope of the project or execute a modification to this agreement to change funding amounts.

K. MATCHING SHARE REQUIREMENTS

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
March 2023

Inyo County will provide non-Federal matching funds of 11.47% of the total Federal Lands Access Program eligible project costs required for the project through construction contract completion, closeout, and resolution of any disputes, in an amount not to exceed that provided in separate funding agreements.

Matching or cost sharing requirements will be satisfied following the obligation of funds to the project as detailed above in Section J.

L. PROJECT TEAM MEMBERS—POINTS OF CONTACT

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

Name/Title	Organization	Phone Number/Email
Nolan Ferguson Assistant Engineer	Inyo County	(951)345-3509 nferguson@inyocounty.us
Jeffery Childers Associate Field Manager	Barstow Field Office BLM	(760)252-6020 jchilders@blm.gov
Emilio Burgos Project Manager	FHWA-CFLHD	(720) 963-3639 emilio.burgos@dot.gov

M. CHANGES/AMENDMENTS/ADDENDUMS

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes requiring agreement of all parties include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; and changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
March 2023

FHWA-CFLHD	Inyo County	BLM	Time
Emilio Burgos, Project Manager	Nolan Ferguson Assistant Engineer	Jeffery Childers Associate Field Manager	30 days
Wendy Longley, Project Management Branch Chief	John Pinckney Deputy Director	Marc Stamer Field Manager	60 days
Curtis Scott, Chief of Engineering	John Pinckney Deputy Director	Marc Stamer Field Manager	90 days

O. TERMINATION

This agreement may be terminated by a funding party upon 30 calendar days after written notice to the other parties. This agreement may also be terminated if either the environmental review (or other state environmental compliance) process or funding availability requires a change, and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the funding parties' financial liabilities shall be in the amount of the applicable share percentages of the total reasonable costs expended on the project prior to the effective date of termination. Reasonable costs shall include all items/services rendered and the costs of any non-cancelable obligations incurred prior to the effective date of termination.



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

March 21, 2023

Reference ID:
2023-3582

Amendment No. 1 to the Agreement with Armstrong Consultants Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director - Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director - Airports

RECOMMENDED ACTION:

A) Amend the Fiscal Year 2022-2023 Lone Pine/Death Valley Airport Improvement Budget (Budget 150502) as follows:

1. Increase estimated revenue in Federal Grants (Revenue Code No. 4555) by \$44,496, and
2. Increase estimated revenue in Operating Transfer In (Revenue Code No. 4998) by \$4,944, and
3. Increase appropriation in Construction in Progress (Object Code 5700) by \$49,440 (*4/5ths vote required*);

B) Amend the Fiscal Year 2022-2023 LP/DV Airport Operating Budget (Budget 150500) by increasing appropriations in Operating Transfer Out (Object Code 5801) by \$4,944 (*4/5ths vote required*);

C) Approve and ratify Amendment No. 1 to the agreement between the County of Inyo and Armstrong Consultants of Grand Junction, CO, increasing the contract to an amount not to exceed \$95,700, contingent on approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and

D) Authorize the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) grant for the Lone Pine/Death Valley Airport Taxiway A Resurfacing Project.

BACKGROUND / SUMMARY / JUSTIFICATION:

On November 1, 2022, your Board awarded a five-year on-call contract for airport engineering, architecture and planning services to Armstrong Consultants of Grand Junction, CO. The Lone Pine/Death Valley Airport Resurface Taxiway A Project (Project) will be the first project carried out under this contract.

This project will include crack filling, a seal coat and new markings on Taxiway A, the parallel taxiway to Runway 16-34, and connectors. The scope of work in Amendment 1 includes the design and construction phase services.

FISCAL IMPACT:

Funding Source	Grant Funded: The upcoming FAA Airport Improvement Program Grant will fund 90%	Budget Unit	150502
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Budgeted?	Budget amendment included in this agenda item	Object Code	5700
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
\$49,440 for design services			
Future Fiscal Year Impacts			
\$36,260 in FY23/24 for construction phase services			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve these requests, however the Lone Pine/Death Valley Airport would lose \$150,000 in federal entitlement funds this year if those funds are not used towards this project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

FAA

ATTACHMENTS:

1. Armstrong Contract Amendment 1
2. Armstrong Consultants Master Services Agreement

APPROVALS:

Ashley Helms	Created/Initiated - 3/2/2023
Darcy Ellis	Approved - 3/6/2023
Ashley Helms	Approved - 3/14/2023
Breanne Nelums	Approved - 3/14/2023
John Vallejo	Approved - 3/14/2023
Breanne Nelums	Approved - 3/14/2023
John Pinckney	Approved - 3/14/2023
Amy Shepherd	Approved - 3/14/2023
Michael Errante	Approved - 3/14/2023
Denelle Carrington	Approved - 3/14/2023
Nate Greenberg	Final Approval - 3/16/2023

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
ARMSTRONG CONSULTANTS
For
On-Call Airport Engineering, Architecture and Planning Services

LONE PINE/DEATH VALLEY AIRPORT – RESURFACE TAXIWAY A AND
CONNECTING TAXIWAYS PROJECT
DESIGN AND CONSTRUCTION PHASE SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Armstrong Consultants (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated November 1, 2022, on County of Inyo Standard Contract No. 161, for the term from November 1, 2022 to October 31, 2027.

WHEREAS, County and Consultant 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 Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed ninety five thousand, seven hundred dollars (\$95,700.00) (hereinafter referred to as “Contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Lone Pine/Death Valley Airport – Resurface Taxiway A and Connecting Taxiways, as described Attachment A-1 to the Contract.
3. The Consultant’s fee for the scope of work described in Attachment A-1 to the Contract shall be the lump-sum, fixed-price fee of \$85,700.00.

The effective date of this amendment to the Agreement is 2/1/2023.

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

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
ARMSTRONG CONSULTANTS
For
On-Call Airport Engineering, Architecture and Planning Services

LONE PINE/DEATH VALLEY AIRPORT – RESURFACE TAXIWAY A AND
CONNECTING TAXIWAYS PROJECT
DESIGN AND CONSTRUCTION PHASE SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2023.

COUNTY OF INYO

CONSULTANT: ARMSTRONG CONSULTANTS

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
ARMSTRONG CONSULTANTS
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND
PLANNING SERVICES**

TERM:

FROM: November 1, 2022 **TO:** October 31, 2027

SCOPE OF WORK

The scope of work described in the original Contract, dated November 1, 2022, is revised to include additional tasks required for the completion of the design and construction phase services of the Lone Pine/Death Valley – Resurface Taxiway A and Connecting Taxiways Project, as further described in the attached Task Order B, dated February 22, 2023 from Armstrong Consultants.

**TASK ORDER B
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED FEBRUARY 22, 2023**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on November 1, 2022, between **COUNTY OF INYO, CALIFORNIA (Sponsor)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Lone Pine Airport | Lone Pine, California

3. **WORK PROGRAM** – Attached

Element 1 – Resurfacing Taxiway A and Associated Connector Taxiways (35' x 4,100')

4. **FEES** - The fees will be as noted below. (All lump sums unless noted otherwise)

Element 1 – Project Development \$3,460.00

Element 1 – Design

Preliminary Design \$12,850.00

Final Design \$16,780.00

Element 1 – Bidding Services \$8,090.00

Element 1 – Construction Period Services

Construction Administration Services \$8,380.00

Construction Inspection Services \$24,440.00

Element 1 – Project Closeout \$3,440.00

Element 1 – Special Services

Update Categorical Exclusion \$1,870.00

DBE Program Assistance \$6,390.00

Engineering Total **\$85,700.00**

5. **ATTACHMENTS** - Required Contract Provisions for A/E Contracts Under Airport Improvement Program

SPONSOR:
COUNTY OF INYO, CALIFORNIA

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

Dennis Corsi, President

**SCOPE OF WORK
LONE PINE AIRPORT
AIP NO. 3-06-0126-018-2023**

ELEMENT #1 RESURFCE TAXIWAY A and ASSOCIATED CONNECTOR TAXIWAYS (35'x4,100')

1. This project consists of crack sealing/repairing, applying a surface, and remarking Taxiway A and its associated connector taxiways at Lone Pine Airport. The included project sketch depicts the general layout for the project.
 - 1.1. Crack sealing will consist of applying a rubber asphalt crack sealant in all pavement cracks that are less than 1 ½ inches in width within the identified pavement area. Crack repair will consist of applying a crack repair mastic in all pavement cracks that are greater than 1 ½ inches, but less than 4 inches, in width within the identified pavement area. Larger cracks and defects will be repaired using a hot applied repair mastic/patch product based on manufacturer recommendations.
 - 1.2. Surface treatment will either consist of applying an emulsified asphalt seal coat meeting P-608 specifications per FAA AC 150/5370-10H, or applying an emulsified asphalt slurry seal surface treatment meeting P-626 specifications per FAA AC 150/5370-10H. Sand will not be applied to the P-608 treatment application. The Contractor will not be required to perform friction testing. A final decision regarding the selected surface treatment will be reached during the preliminary design for this project.
 - 1.3. New pavement markings will be designed meet FAA AC 150/5340-1M. Type I, Gradation A glass beads will be specified for the painted surfaces. Given the degree of deterioration and that certain existing markings do not meet FAA AC 150/5340-1M requirements, all existing markings will be removed prior to surface treatment.

Estimated Construction Cost (Element 1) is: \$125,000 to \$182,000

Estimated Construction Period is: 14 days¹



Element 1 Pavement Areas

Note: ¹ Should the Contractor exceed the specified construction period, additional construction period fees will be assessed at a rate of \$2,000/day. The Sponsor may offset these fees by charging the Contractor liquidated damages in accordance with the Contract Agreement and Special Provisions developed as part of the bid documents for the project.

I. PROJECT DEVELOPMENT

The project development phase is intended to complete the necessary preliminary actions required to initiate the project in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Conduct a pre-design meeting/scoping conference with the Sponsor, FAA, and State to establish parameters for the project definition and work areas, budget, and schedule.
2. Develop preliminary cost estimates for the proposed work.
3. Develop a draft Scope of Work narrative for review and approval. The Sponsor may be required to have an independent fee estimate (IFE) performed to validate the proposed engineering fees. The Engineer will assist the Sponsor in getting reimbursed for the cost of this IFE as part of the grant by preparing a request for reimbursement. Upon receiving approval of the scope of work narrative, engineering fees will be calculated and provided with the final Scope of Work. The Engineer will assist the Sponsor with the submittal of a Record of Negotiations to document the fee negotiation performed for the project.
4. Prepare final Scope of Work and Contract.
5. Prepare Preliminary FAA Grant Application. Preparation of the application will include the following:
 - a. Prepare the following forms: SF424 and FAA Form 5100-100.
 - b. Prepare Project Narrative and Sketch.
 - c. Prepare Preliminary Estimate.
 - d. Prepare the Sponsor's Certifications.
 - e. Attach the current Grant Assurances.

The Engineer will submit the application to the Sponsor for approval and signatures.

II. PRELIMINARY DESIGN

The preliminary design phase is intended to identify and evaluate cost effective and practical solutions for the work items identified. The designer will complete its evaluation of alternatives through contacts with local authorities, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project. Cost efficiencies will be realized in a lower initial cost and in lower long-term maintenance costs.

Activities include:

1. A topographical survey will not be required nor completed as part of this project.
2. A geotechnical investigation will not be required nor completed as part of the project.
3. Prepare an overall Construction Safety and Phasing Plan (CSPP) in order to maximize project constructability and operational safety. A draft CSPP will be submitted to the FAA for review and comment when the design is approximately 25-35% complete. This final CSPP will be submitted to the FAA when plans are 95% completed. The final CSPP will be coordinated, by the FAA Program Manager, with other FAA Lines of Business (LOBs). Comments received by the FAA LOBs will be incorporated into the CSPP prior to submitting the bid advertisement for the project.
4. Review and evaluate project layout.
 - a. Determine aircraft usage through coordination with Sponsor and FAA
 - b. Verify existing ALP dimensions and data.
5. Evaluate local conditions:
 - a. Inventory local material suppliers, sources and capabilities.
 - b. Review available record drawings of the project site.
 - c. Conduct one (1) design site visit by the Project Manager for familiarity with the site.
6. Prepare preliminary construction plans. Construction plans will be prepared depicting all of the work involved for Element 1. The following list of drawings will be used as a guideline.

DESCRIPTION		ELEMENT 1
a	Cover Sheet	1 Sheet
b	General Notes, Legend and Survey Control	1 Sheet
c	Marking Removals Plan	2 Sheets
d	Pavement Maintenance and Marking Layout Plans	2 Sheets
e	Typical Details	1 Sheets
f	Construction Safety and Phasing Plan	2 Sheets
TOTAL SHEET COUNT		9 Sheets

Drawings may be added or deleted during the design phase if required.

7. Prepare preliminary contract documents. The Engineer will prepare the contract documents including invitation for bids, instructions to bidders, proposal, equal employment opportunity clauses and applicable wage rates, construction contract agreement, performance bond, payment bond, general and special provisions. Preparation will include establishing the location for the bid opening and description of the work schedule. Contract documents will be prepared early during the design phase and submitted to the FAA and Sponsor for review. Sponsor is ultimately

responsible for reviewing and ensuring construction contract terms comply with local law and requirements.

8. Prepare preliminary technical specifications. The Engineer will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA specifications.

The standard specifications to be utilized for Elements 1 and 2 may include the following items:

Item C-105	Mobilization
Item P-101	Preparation/Removal of Existing Pavements
Item P-608	Emulsified Asphalt Seal Coat
Item P-626	Emulsified Asphalt Slurry Seal Surface Treatment (Optional)
Item P-620	Runway and Taxiway Marking

9. Prepare preliminary special provisions to address conditions that require additional clarification and/or definition beyond what is described in the standard general provisions or technical specifications. Items may include:
 - a. Project Location Information
 - b. Insurance Requirements
 - c. Contract Period and Work Schedule and Phasing
 - d. Pre-Construction Conference
 - e. Utilities
 - f. Permits, Taxes and Compliance with Laws
 - g. Field Office Requirements
 - h. Haul Roads
 - i. Testing and Staking
 - j. Airport Security, Closure of Air Operations Areas
 - k. Accident Prevention
 - l. Warranty
10. Prepare and submit FAA design Modifications to Standards, in necessary.
11. Conduct preliminary review of the construction plans, technical specifications, contract documents and special provisions by submitting copies of the preliminary documents to the FAA, State and Sponsor and solicit preliminary design review comments.

III. FINAL DESIGN

In the final design phase, the designer will provide well-defined construction requirements, with selected bid alternatives as appropriate to solicit competitive construction bids. Construction schedules will be coordinated around good weather conditions and as little as practical interference with airport operations.

Activities include:

Final Design

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Calculate Estimated Quantities. The Engineer will calculate all necessary quantities for the various work items in each Element.
3. Prepare Estimate of Probable Construction Cost for each Element. Using the final quantities calculated following the completion of the plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other databases available.
4. Prepare Engineer's Design Report. During the preparation of the construction plans and specifications, an engineer design report will be prepared. The report will include the summary of the project, pavement, drainage design, schedule and cost estimate for the completion of the project. The design report will follow the current FAA Airports guidance where applicable. The design report will be submitted for Sponsor and FAA review. Review comments will be incorporated in the final revised report.
5. Develop work schedules for construction. This task involves dividing the construction work into schedules to allow for maximum contract award flexibility in cases of limited available funds, and allow the project to be executed in a manner that minimizes the disruption of the airport aircraft operations.
6. Submit final CSPP by uploading it to the OE/AAA website. Alternatively, at the request of the FAA PM, the CSPP may be submitted directly to the FAA PM.
7. Prepare 95% design construction plans, technical specifications, contract documents and special provisions.
8. Submit 95% design review package to the FAA, State, and Sponsor and solicit design review comments.
9. Incorporate 95% design review comments and respond as necessary to requests for additional information.
10. Conduct final internal review of all design documents and incorporate any necessary changes. Final review will include one (1) site visit by the Senior Project Manager and Project Engineer to field verify project plans and specifications and to attend a user meeting to discuss the project.
11. Prepare and submit final plans and specifications. Copies will be submitted to the FAA and Sponsor. A final set of plans, specifications and contract documents will be prepared which incorporates

revisions, modifications and corrections determined during the FAA and Sponsor's review. After final plan acceptance, plan sets will be provided to the FAA and Sponsor.

12. Prepare and/or assist with necessary forms:
 - a. Sponsor Quarterly Report
 - b. Strategic Event Coordination Form
 - c. Standard Form 271
 - d. Standard Form 425

IV. BIDDING SERVICES

During the bidding phase of the project, the Engineer will assist the Airport in advertising and letting the project for bid. Engineer will assist in dialogue with potential bidders to quantify bidder questions assist Sponsor in attaining economic bids. Activities outlined below and the fees listed on pages 1-2 cover one iteration of the bidding process. Preparing multiple bid processes, packages, or re-bidding may incur additional or repeated services.

Activities include:

1. Assist the Sponsor with advertising and interpretation of the project requirements. Plans and specifications will be available via the web site of Armstrong Consultants. The Sponsor, State, and FAA will be given a hard copy set of the final plans, specifications and contract documents.
2. Provide technical assistance and recommendations to the Airport during construction bidding.
3. Attend and assist with pre-bid conference. Answer Contractor questions and issue necessary clarifications and addenda. The pre-bid conference will be held on-site by the Senior Project Manager.
4. Provide an on-line bidding platform and read the bids aloud via online video conference at the date, and time agreed by the Sponsor.
5. Prepare an abstract of bids, perform necessary review of the bids to determine responsiveness, and prepare award recommendation letter.
6. Update preliminary Federal Grant Application prepared during Project Development phase based on bids. The Engineer will submit the application to the Sponsor for approval and signatures.
7. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders. The DBE goal and all bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.

V. CONSTRUCTION PERIOD SERVICES

During the construction phase of the project, the Engineer will assist the Airport with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

Activities include:

A. Construction Administration Services

1. Coordinate construction contract documents for successful bidder, including contract agreement, bond forms, certificates of inclusion, and Notice to Proceed. Review contractor's bonds, insurance certificates, construction schedules. Review contractor's sub-contracts.
2. Provide Sponsor and FAA with hard copies of the Contract Documents, Specifications, and Construction Plans (digital copies upon request). Provide Contractor with hard and digital copies (one each) of the Contract Documents, Specifications, and Construction Plans; complete with all addenda.
3. Review and accept the Contractor's Safety Plan Compliance Documents prior to issuing the Notice to Proceed.
4. Prepare and submit a Strategic Event Coordination Form.
5. Conduct pre-construction conference. It is assumed that the preconstruction conference will either be held on site the first day of construction or it will be conducted via video conference at some time prior to construction starting.
6. Identify local survey control points used for project design and layout. Engineering staff will assist, as necessary, the resident inspector and Contractor's surveyor during construction by compiling and sending supplemental information regarding issues arising related to construction surveying. Work may include developing alternative survey control based on site conditions discovered during construction and/or findings of the Contractor's surveyor.
7. Provide technical assistance and recommendations to the airport during construction. This item also includes daily construction coordination from the office that does not fit in another item such as phone calls to and from the Contractor, inspector and Owner for project updates, questions, and instruction.
8. Construction Site Visits. This item includes one (1) additional trip to the job site for on-site clarification by the Project Manager.
9. Prepare change orders and supplemental agreements, if required; including appropriate cost/price analyses. All coordination of change orders will be provided by the Engineer.
10. Prepare and confirm monthly payment requests. Payment requests will be reviewed for accuracy with contractor and resident project representative. Engineer will prepare FAA payment documents for the Sponsor. The Sponsor will be required to complete the payment reimbursement through the FAA e-invoicing system.

B. Construction Inspection Services

1. Provide review of all submittals for materials to be used on the project. Review all shop drawings items as required during construction.
2. Provide a full-time resident project representative to monitor and document construction progress for Element 1, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc. Maintain daily log of construction activities. Conduct interviews of the Contractor's and Subcontractor's employees regarding Davis Bacon wage rates and the review of their weekly payroll reports.
3. Prepare and submit weekly inspection reports. Reports will be submitted to the FAA and Sponsor no later than the following week that the report refers to.
4. Conduct final project inspection with the Sponsor, FAA and the contractor. Any punch list items will be noted and coordinated with the contractor for necessary action. It is assumed that the final inspection will be conducted on the final day of inspection and attended by the RPR.

VI. PROJECT CLOSEOUT

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all of the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

1. Assist the Sponsor with completing all necessary grant closeout certifications and forms, including final SF425, SF271, draft grant closeout request letter.
2. Prepare record drawings, indicating changes made to the design during construction. The FAA, State, and Sponsor will each receive one copy of the record drawings in half size (11"x17") format, as well as one in electronic format.
3. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance.

VII. SPECIAL SERVICES

Special Services are those services that aren't considered "basic" services such as those listed above. When a Special Service is needed that we do not provide in-house, we will contract with other firms that provide those services. The following are activities that are included in this project that fall under Special Service tasks.

Activities include:

1. Assist the Sponsor in updating the Categorical Exclusion package that was originally submitted in 2018. Work is anticipated to include updating the narrative and exhibits to better reflect the actual work proposed by this project.
2. Assist the Sponsor with the Disadvantage Business Enterprise (DBE) Program.
 - a. Update the Sponsor's DBE Plan
 - b. Calculate a new 3-year DBE goal. Research the current State DOT certified DBE listings and area contractors to determine the availability of potential DBE contractors. Use the preliminary cost estimate, developed during the Project Development phase, to determine potential DBE work items.
 - c. Coordinate with Sponsor to assign DBE Liaison and Reconsideration officials.
 - d. Advertise developed DBE goal.
 - e. Finalize the DBE plan and goals and assist the Sponsor in submitting these items to the FAA Civil Rights Office
 - f. Assist the Sponsor with annual DBE utilization reporting.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
ARMSTRONG CONSULTANTS
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND
PLANNING SERVICES**

TERM:
FROM: November 1, 2022 **TO:** October 31, 2027

SCHEDULE OF FEES

The County agrees to pay the Consultant for services performed under the conditions of this agreement the lump sum fixed price amount of \$85,700 for the services detailed in Attachment A-1. The compensation includes reimbursement for all labor, travel, lodging, meals, supplies, field and laboratory testing during the construction phase.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 1st day of November 2022 an order was duly made and entered as follows:

*Public Works –
Armstrong
Consultants Master
Services Agreement*

Deputy Public Works Director-Airports Ashley Helms introduced the following members of the Armstrong Consultants team to the Board: Director of Planning Justin Pietz, Director of Engineering Chris Nocks, and Reno Office Manager Mike Dikun.

Public comment was made by Linda Chapman.

Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve the master services agreement between the County of Inyo and Armstrong Consultants of Grand Junction, CO for the provision of Airport Planning, Engineering and Architectural Services in an amount not to exceed \$10,000 for the period of November 1, 2022 through October 31, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried 4-0, with Supervisor Totheroh absent.

WITNESS my hand and the seal of said Board this 1st
Day of November, 2022



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg".

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: November 10, 2022



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 1, 2022

FROM: Ashley Helms

SUBJECT: Airport Planning, Engineering and Architectural Services Agreement with Armstrong Consultants

RECOMMENDED ACTION:

Request Board approve the master services agreement between the County of Inyo and Armstrong Consultants of Grand Junction, CO for the provision of Airport Planning, Engineering and Architectural Services in an amount not to exceed \$10,000 for the period of November 1, 2022 through October 31, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The Public Works Department advertised two Requests for Qualifications (RFQ) for airport consultant service on May 26, 2022. By the deadline on June 30, two Statements of Qualification (SOQ) were received for Airport Architecture and Engineering (A&E) Services, and four SOQs were received for Airport Planning Services:

- A&E
 - Armstrong Consultants, Grand Junction, CO (with an office in Reno, NV)
 - Tartaglia Engineering, Atascadero, CA
- Planning
 - Armstrong Consultants, Grand Junction, CA
 - Coffman Associates, Scottsdale, AZ
 - Dubois & King, Randolph, VT
 - Environmental Science Associates, Los Angeles, CA

The SOQs were reviewed and scored by the selection panel, and Armstrong Consultants was chosen as the most qualified firm to provide both A&E and Planning Services for the County's airports. Armstrong has extensive experience with airfield engineering and planning projects for agencies similar to Inyo County across the western US - small, but growing, commercial service airports; geographically isolated airports; and clients with multiple airports. Their proposed sub-consultants include Gensler, for terminal architectural services, who recently completed the *Multi-Functional Terminal Building Conceptual Design* for the Bishop Airport (2020); Wilson & Company, who provided architectural services for the Terminal Expansion Project last year; and local firm Eastern Sierra Engineering for geotechnical services; in addition to other well qualified subs for other specialties.

This Master Services Agreement (Agreement) includes a small initial scope and a fee not to exceed \$10,000; all

future services for FAA funded projects will be added to the Agreement via amendment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award the Agreement to Armstrong Consultants. This is not recommended as they were the top scoring consultant in the RFQ process.

OTHER AGENCY INVOLVEMENT:

FAA

FINANCING:

Any costs associated with the initial scope will be paid from the Bishop Airport Operating Budget (150100), Object Code 5265 (Professional Services). Although an agreement of this size would not require the approval of your Board, the eventual Not-to-Exceed amount will very likely exceed the threshold requiring Board action - for example, past County five-year airport consulting contracts have exceeded \$2,000,000. For this reason, we are requesting your Board approve the initial Master Service Agreement.

ATTACHMENTS:

1. Armstrong Airport Consultant Contract

APPROVALS:

Ashley Helms	Created/Initiated - 10/21/2022
Darcy Ellis	Approved - 10/21/2022
Ashley Helms	Approved - 10/21/2022
John Pinckney	Approved - 10/24/2022
Breanne Nelums	Approved - 10/24/2022
John Vallejo	Approved - 10/27/2022
Amy Shepherd	Approved - 10/27/2022
Michael Errante	Approved - 10/27/2022
Ashley Helms	Final Approval - 10/27/2022

AGREEMENT BETWEEN COUNTY OF INYO

AND Armstrong Consultants

FOR THE PROVISION OF Engineering, Architecture and Planning **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Airport Engineering, Architecture and Planning services of Armstrong Consultants (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

Option 1 – Standard Contract

A. This Contract shall go into effect on _____, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on _____, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

Option 2 – On-Call Contracts

A. This Contract shall go into effect on November 1, 2022, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on October 31, 2027, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

3. CONSIDERATION

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Public Works Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Consultant shall not be entitled to, by virtue of this Agreement 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 Consultant for services and work performed under this Agreement shall not exceed ten thousand \$ 10,000 .00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in

Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant 's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it, Consultant nor its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency from participation in this transaction. 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>.

7. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

9. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13)

The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (§26.29)

The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime Consultant receives from County. The prime Consultant agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

10. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the County encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

11. CLEAN AIR AND WATER POLLUTION CONTROL

(Applies to all contracts that exceed \$150,000)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control

Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

12. ENERGY CONSERVATION REQUIREMENTS

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

13. FEDERAL FAIR LABOR STANDARDS ACT (FLSA)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

14. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the County cancellation of the contract or subcontract for default at no cost to the County or the FAA.

15. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
- 3) **Term Definitions**
- 4) **Felony conviction:** Felony conviction means a conviction within the preceding twenty-four
- 5) (24) months of a felony criminal violation under any Federal law and includes
- 6) conviction of an offense defined in a section of the U.S. code that specifically classifies
- 7) the offense as a felony and conviction of an offense that is classified as a felony under 18
- 8) U.S.C. § 3559.
- 9) **Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier Consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled

veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. COUNTY PROPERTY

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

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

20. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

21. STATUS OF CONSULTANT

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

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

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

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

22. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Consultant.

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

23. ACCESS TO RECORDS, REPORTS AND AUDIT

A. Records. Consultant must prepare and maintain an acceptable cost accounting system and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. The Consultant agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant shall maintain these records for a minimum of four (4) years after final payment is made and the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

24. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

25. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color,

national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

26. TITLE VI – COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

27. ASSIGNMENT

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

28. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

County will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the County elects to terminate the contract. The County’s notice will identify a specific date by which the Consultant must correct the breach. County may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the County’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

29. TERMINATION FOR CONVENIENCE

The County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the County, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

30. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by County:** The County may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by County approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the County issued the termination for the convenience of the County.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the County:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, County agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If County and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the County's breach of the contract.

In the event of termination due to County breach, the Engineer is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. County agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

31. 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 thirty-seven (37) "Amendment" below.

32. CONFIDENTIALITY

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

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

33. CONFLICTS

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

34. POST AGREEMENT COVENANT

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

35. 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.

36. FUNDING LIMITATION

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph thirty-seven (37) "Amendment."

37. 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.

38. NOTICE

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

County of Inyo:

<u>Public Works</u>	Department
<u>168 N Edwards St</u>	Address
<u>Independence, CA 93526</u>	City and State

Consultant:

<u>ARMSTRONG CONSULTANTS, INC.</u>	Name
<u>751 HORIZON CT</u>	Address
<u>GRAND JUNCTION, CO 81506</u>	City and State

39. ENTIRE AGREEMENT

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


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AGREEMENT BETWEEN COUNTY OF INYO
AND Armstrong Consultants

FOR THE PROVISION OF Engineering, Architecture and Planning **SERVICES**


IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 28th DAY OF December, 2022.

COUNTY OF INYO

By: 
Signature
Jennifer Roeser
Print or Type Name

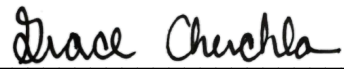
Dated: 12/28/20

CONSULTANT

By: 
Signature
DENNIS CORSI
Print or Type Name

Dated: 12.20.22

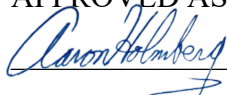
APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Armstrong Consultants

FOR THE PROVISION OF Airport Engineering, Architecture and Planning **SERVICES**

TERM:

FROM: November 1, 2022

TO: October 21, 2027

SCOPE OF WORK:

This is a five year, on-call Master Services Agreement (Agreement) with Armstrong Consultants (Consultant) for Airport Engineering, Architectural, and Planning Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA) or other sources. Upon receipt of funding opportunities, the County shall request a Scope of Work and Schedule of Fees for the project from the Consultant. Each new project assigned to the Consultant shall be incorporated into this Agreement by amendment, through action of the Inyo County Board of Supervisors. There is no guarantee that future projects will be assigned to the Consultant under this Agreement; projects are contingent on the availability of project funding.

The initial scope of the Agreement includes the services described in the attached Task Order A.

**TASK ORDER A
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED NOVEMBER 1, 2022**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on November 1, 2022, between **INYO COUNTY (Owner)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

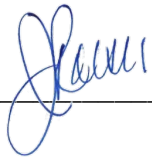
2. **LOCATION** – Inyo County, California

3. **WORK PROGRAM** – On-Call Engineering and Consulting Services
(See Attached Scope of Work)

4. **FEES** - The fees will be Time and Materials (See Attached Rate Table)

Fees shall not exceed \$10,000.00 without prior approval from the Sponsor

SPONSOR:
INYO COUNTY



ENGINEER:
ARMSTRONG CONSULTANTS, INC.



Dennis Corsi, President

**TASK ORDER A
SCOPE OF WORK
INYO COUNTY
MISCELLANEOUS ON-CALL SERVICES**

This Scope of Work is intended to provide On-Call Planning, Engineering and Consulting Services to support Inyo County for miscellaneous Tasks requested by the Sponsor. The work covered in this scope is generally not funded by Federal or State sources. The intent of this Task Order is to provide an efficient and effective method of executing and completing the various items as needed.

Said Tasks may include, but are not limited to, the preparation and/or update of various drawings, plans, sketches or visual aids, cost estimates, minor design or engineering assignments, feasibility studies, reports and documentation, facilitation or participation in conferences or meetings, reviewing other consultant work products, and/or site visits and evaluation of conditions.

Engineer's services for the above described Tasks will be provided in accordance with mutually agreed upon assignments and may include one or more of the services listed above. Tasks will be assigned and/or agreed upon in writing with sufficient description to ensure the deliverables, level of effort and timeframe are understood. Invoices will be submitted monthly or upon completion of a specific Task or milestone.

Rate Table

Work activities will be billed in accordance with hourly rate table listed below. Cumulative fees under this Task Order shall not exceed \$10,000 without prior approval from the Sponsor. Cumulative and current balance updates for the overall Task Order contract limit will be provided with each invoice.

DESCRIPTION	HOURLY RATE
Principal	\$242/hr
Senior Project Manager	\$193/hr
Project Manager	\$175/hr.
Project Engineer	\$147/hr.
Project Planner	\$143/hr.
Senior Drafter / Designer	\$147/hr
Designer	\$121/hr.
Field Eng. Supervisor	\$147/hr.
Resident Project Representative	\$135/hr.
Project Coordinator	\$99/hr.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Armstrong Consultants

FOR THE PROVISION OF Airport Engineering, Architecture and Planning **SERVICES**

TERM:

FROM: November 1, 2022

TO: October 21, 2027

SCHEDULE OF FEES:

This is a five year, on-call master service agreement (Agreement) with Armstrong Consultants (Consultant) for Airport Engineering, Architectural, and Planning Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA) or other funding sources. Any future work assigned to the Consultant shall be incorporated into this Agreement by amendment, through action of the Inyo County Board of Supervisors, and would include a Scope of Work and Schedule of Fees. There is no guarantee that future projects will be assigned to the Consultant under this Agreement; projects are contingent on the availability of project funding.

The schedule of fees for the initial scope of this Agreement is included in the document Task Order A, included in Attachment A: Scope of Work of this Agreement.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Armstrong Consultants

FOR THE PROVISION OF Airport Engineering, Architecture and Planning **SERVICES**

TERM:

FROM: November 1, 2022

TO: October 21, 2027

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

This is a five year, on-call Master Services Agreement (Agreement) with Armstrong Consultants (Consultant) for Airport Engineering, Architectural, and Planning Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA) or other sources. Upon receipt of funding opportunities, the County shall request a Scope of Work and Schedule of Fees for the project from the Consultant. Each new project assigned to the Consultant shall be incorporated into this Agreement by amendment, through action of the Inyo County Board of Supervisors. There is no guarantee that future projects will be assigned to the Consultant under this Agreement; projects are contingent on the availability of project funding.

No travel or per diem payments are included in the initial Agreement.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Armstrong Consultants

FOR THE PROVISION OF Airport Engineering, Architecture and Planning **SERVICES**

TERM:

FROM: November 1, 2022 **TO:** October 21, 2027

SEE ATTACHED INSURANCE PROVISIONS

The following insurance requirements will apply to all work carried out under this Agreement unless modified for a specific project by amendment.

2022 Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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 for engineering services** and no less than **\$1,000,000 per occurrence for planning services**. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
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. Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.
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. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** 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:

2022 Insurance Requirements for Professional Services

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

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

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

2022 Insurance Requirements for Professional Services

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.

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-



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

March 21, 2023

Reference ID:
2023-3555

Off-Highway Vehicle Grant Application Sheriff ACTION REQUIRED

ITEM SUBMITTED BY

Stephanie Rennie, Sheriff

ITEM PRESENTED BY

Nathaniel Derr, Lieutenant

RECOMMENDED ACTION:

Approve Resolution No. 2023-09, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Application," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Department of Parks and Recreation is offering the Off-Highway Vehicle (OHV) grant program to provide for well-managed OHV recreation by providing financial assistance to eligible agencies that develop, maintain, operate, expand, support, or contribute to well-managed, high-quality, OHV recreation areas, roads, and trails; and to responsibly maintain the wildlife, soils, and habitat of Project Areas in a manner that will sustain long-term OHV recreation in accordance with the legislative provisions and intent of the Act commencing at PRC section 5090.01.

If awarded, these monies would be used to assist with costs associated with overtime for OHV Patrol Deputies, purchase any project-approved motorized equipment, supplement and provide training to strengthen the Sheriff Department's Enforcement Detail for private and government-owned property that is already in use, and enforce where it is not zoned and planned for.

The Inyo County Sheriff's Department has participated in the OHV competitive grant since 2009. Both South County and North County are equipped with necessary OHV Enforcement equipment, and training has been provided yearly for Patrol Deputies.

This is a competitive grant, therefore, we will not know what we are awarded until the Intent to Award is posted on the State Parks OHV Division website June, 2023; the preliminary application is due to the State by March 6, 2023. The OHV grant requires a twenty-five percent (25%) in-kind match. Any item eligible as a Project Cost is also eligible as a match. The Sheriff's Department anticipates applying for \$100,000. However, historically law enforcement applications state-wide rarely are awarded more than 50 percent of the total requested, and are often reduced significantly more than 50 percent of the total requested amount.

FISCAL IMPACT:

Funding Source	Grant Funded Department of Parks and Recreation	Budget Unit	623523
Budgeted?	Yes	Object Code	5003,5311,5650
Recurrence	One-Time Expenditure		
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 Resolution, but this alternative is not recommended. The OHV monies have historically been be a valuable resource to Inyo County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. OHV Resolution 2023

APPROVALS:

Riannah Reade	Created/Initiated - 3/2/2023
Darcy Ellis	Approved - 3/2/2023
Riannah Reade	Approved - 3/2/2023
John Vallejo	Approved - 3/6/2023
Amy Shepherd	Approved - 3/6/2023
Nate Greenberg	Approved - 3/16/2023
Stephanie Rennie	Final Approval - 3/16/2023

RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE
SUBMITTAL OF THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS
AND RECREATION, OFF-HIGHWAY VEHICLE GRANT APPLICATION**

WHEREAS, the people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project; and

WHEREAS this Board finds that the County's receipt of such funding would be beneficial to the residents of Inyo County.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors hereby:

- (a) Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
- (b) Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
- (c) Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development of Projects be maintained to specific conservation standards; and
- (d) Certifies that the Project will be well-maintained during its useful life; and
- (e) Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
- (f) Certifies that this agency will provide the required matching funds; and
- (g) Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
- (h) Appoints the Inyo County Sheriff as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California, this ____ day of March, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

March 21, 2023

Reference ID:
2023-3521

Agreement Between County of Inyo and Drug Enforcement Administration

Sheriff

NO ACTION REQUIRED

ITEM SUBMITTED BY

Riannah Reade, Sheriff Administrative Assistant

ITEM PRESENTED BY

Stephanie Rennie, Sheriff

RECOMMENDED ACTION:

Ratify and approve the agreement between the County of Inyo and Drug Enforcement Administration (DEA) of the United States Department of Justice (DOJ) for the provision of illicit cannabis eradication and suppression funding in an amount not to exceed \$10,000 for the period of October 1, 2022 through September 30, 2023, contingent upon the Board’s approval of future budgets, and authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

The US Drug Enforcement is again offering local law enforcement agencies grants for cannabis eradication and suppression. Over the last couple of years, these funds have been instrumental in financing the eradication of the illegal marijuana grows found in our local mountains. The grant award will be used for flight time, equipment, and overtime. The DEA grant will enhance our ability to detect, identify, and apprehend suspects involved in illicit cannabis cultivation. In a change from prior years, the DEA will reimburse Inyo County Sheriff once expenses have been incurred instead of upfront funding.

FISCAL IMPACT:

Funding Source	Grant Funded DEA	Budget Unit	671507
Budgeted?	Yes	Object Code	4555,5003,5311
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Deny the grant and use existing county funds for cannabis enforcement. The staff does not recommend this action. General funds are limited and other grant funding for cannabis suppression has not been identified

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Agreement 2023-19

APPROVALS:

Riannah Reade	Created/Initiated - 2/15/2023
Darcy Ellis	Approved - 2/16/2023
Riannah Reade	Approved - 3/2/2023
John Vallejo	Approved - 3/6/2023
Amy Shepherd	Approved - 3/10/2023
Nate Greenberg	Approved - 3/16/2023
Stephanie Rennie	Final Approval - 3/16/2023



www.dea.gov

**U.S. Department of Justice
Drug Enforcement Administration**

Springfield, Virginia 22152

Agreement Number 2023-19

THE DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, provides funding and/or operational support to state and local law enforcement agencies in conducting marijuana eradication and suppression efforts. This program, known as DEA's Domestic Cannabis Eradication/Suppression Program (DCE/SP), provides funding under either or both of the below Option 1 and/or Option 2.

Under Option 1, DEA provides DCE/SP funding and operational support to state and local law enforcement agencies who demonstrate that such support will be used for marijuana eradication operations meeting one of the following criteria:

1. Marijuana is being cultivated by a drug trafficking organization or a transnational organized crime syndicate; or
2. Marijuana is being cultivated on federal land, including federally-recognized Tribal lands; or
3. Marijuana cultivation is causing environmental hazards, depleting or contaminating water, or otherwise harming public lands; or
4. Marijuana cultivation is suspected to involve other federal crimes, including money laundering and crimes impacting public health and safety.

Under Option 2, where the above criteria is not met by state and local law enforcement agencies, DEA will provide DCE/SP funding only to state and local law enforcement agencies who demonstrate that such funding will be used to eradicate large-scale illicit marijuana grows.

This Letter of Agreement (LOA) is entered into between the INYO COUNTY SHERIFF'S OFFICE, hereinafter referred to as (***THE AGENCY***), and the DEA, because DEA has determined that (***THE AGENCY***) has satisfied the criteria under either and/or both **Option 1 or Option 2**. In that regard:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the ***State of California***. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the ***State of California***. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and ***THE AGENCY*** is desirous of securing funds.

Letter of Agreement 2023-19

As used in this Letter of Agreement, the terms “marijuana” and “illicit cannabis” only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the definition of marijuana in the Controlled Substances Act (21 U.S.C. § 802(16)), as amended by the Agriculture Improvement Act of 2018, Pub. L. 115-334.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as herein after specified, perform the activities and duties described below:
 - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
 - b. Investigate and report instances involving the trafficking in controlled substances.
 - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of California*.
 - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
 - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
 - f. Capture, maintain, and share with DEA data and statistics on its marijuana eradication efforts.
 - g. Follow all applicable state laws and guidelines.
 - h. **FOR AGENCIES FUNDED UNDER OPTION 2** Certify, by signing this agreement, that funding provided under this agreement will only be used for operations to eradicate large-scale illicit marijuana grows.
 - i. **MANDATORY requirement for THE AGENCY to utilize the Web-based DEA internet Capability Endeavor (DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
 - j. Submit electronically a DEA monthly expenditure report, with a copy of **THE AGENCY** general ledger. If applicable, attach an invoice reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with the rental or leasing of vehicles or aircraft.

2. It is understood and agreed by the parties to this Agreement that the activities described in paragraph one and its subparagraphs shall be accomplished with existing personnel, and that the scope of **THE AGENCY's** program with respect to those activities by such personnel shall be consistent with *California* law and solely at **THE AGENCY's** discretion, subject to appropriate limitations contained in the budget adopted by **THE AGENCY**, except that **THE AGENCY** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

Letter of Agreement 2023-19

3. DEA will pay to ***THE AGENCY*** Federal funds in the amount of **TEN THOUSAND DOLLARS (\$10,000.00)** for the period of October 1, 2022 to September 30, 2023, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. ***THE AGENCY*** understands and agrees that Federal funds provided to ***THE AGENCY*** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally, funding and expenditures are not permitted for the eradication of “ditch weed”.

THE AGENCY understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to ***THE AGENCY*** under this Agreement for activities on Federal land, ***THE AGENCY*** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of ***THE AGENCY***'s presence on Federal land.

4. The Federal funds provided to ***THE AGENCY*** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate “shall not include any cost for benefits, such as retirement, FICA, or other expenses”, which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such

Letter of Agreement 2023-19

licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

All purchases of equipment, supplies and other resources must be requested in writing, *through* the respective DEA Division, *to the Investigative Support Section (ODS)*. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they **are not automatically approved for purchase**. All requests for purchases must be received in HQ/ ODS by July 15th. Exemptions to any of these requirements must have prior HQ/ODS approval.

Per DOJ, none of the funds allocated to **THE AGENCY** may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:
 - (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
 - (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

Letter of Agreement 2023-19

6. If DEA approves the purchase of supplies (all tangible personal property other than “equipment” as defined by 2 C.F.R. § 200.1), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA’s share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program, in accordance with 2 C.F.R. § 200.314. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.
7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY**’s personnel engaged in illicit cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. § 200.313, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.
8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **THE AGENCY** of a LOA and receipt of same by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on the September (FINAL) Accounting Form.
9. It is understood and agreed by **THE AGENCY** that, in return for DEA’s payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments), and OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) which have been combined

Letter of Agreement 2023-19

in 2 C.F.R. Part 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is a reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse erd.fac@census.gov with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **FY23 (10/01/2022 through 09/30/2023)**).

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.
11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the DOJ Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for **six (6)** years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

Letter of Agreement 2023-19

13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.
14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.
15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of California** resulting from the DCE/SP funded by DEA.
16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to DOJ regulations implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
17. Upon termination of the Agreement, **THE AGENCY** will prepare a September (FINAL) Accounting Form and a general ledger itemizing the breakdown of final expenditures and if applicable, attach invoices reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. Report should be submitted electronically to the DEA Regional Contractor by October 31st.
18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after thirty (30) day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** before the notice of termination. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.
19. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. **THE AGENCY** must have a unique entity identifier known as the Unique Entity ID (UEI). The UEI (formerly the Data Universal Numbering System (DUNS) Number) is a 12-character alphanumeric value assigned to all entities (public and private companies, individuals, institutions or organizations) who must register to do business with the federal government in SAM. The UEI is required when there is a need for more than one bank/electronic funds transfer account for a location.

Letter of Agreement 2023-19

THE AGENCY may obtain the UEI via the internet (www.sam.gov) or for additional information, call by phone at 1-844-472-4111. Both the registration in SAM and the UEI are free of charge.

Note: It is *THE AGENCY*'s responsibility to update their SAM registration annually or whenever a change occurs.

THE AGENCY's current UEI is _____.

THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety (90) days from date of issuance. Agreement issued on _____.

INYO COUNTY SHERIFF'S OFFICE

Printed Name & Signature: _____

Title: _____ Date: _____

Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: _____

Special Agent in Charge, San Francisco Field Division Date: _____

SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2023-AFF-B-OP-OD/8210000/DEA-JLE-JDCE-OD009

Click or tap here to enter text.

UFMS Input Date: _____ DNC No. _____

DNO No. _____ DDP No. _____

Printed Name: _____ Signature: _____

Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 21, 2023

Reference ID:
2023-3621

Letter of Support for AB 692 Board of Supervisors ACTION REQUIRED

ITEM SUBMITTED BY

Board of Supervisors

ITEM PRESENTED BY

Board of Supervisors

RECOMMENDED ACTION:

Approve and authorize the Chairperson to sign a letter supporting Assembly Bill 692 (Patterson).

BACKGROUND / SUMMARY / JUSTIFICATION:

Assemblymember Jim Patterson has introduced Assembly Bill 692 to help expedite projects undertaken by public agencies that may be vital to saving lives during fires. Specifically, the bill would provide a California Environmental Quality Act exemption for projects that create secondary access routes to subdivisions, if the access routes have been recommended by the Board of Forestry and Fire Protection and will be located in high or very high fire severity zone where there are insufficient egress routes.

The bill would sunset on January 1, 2030.

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 to not approve the letter, or suggest revisions.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. AB 692 Fact Sheet
2. Support for AB 692
3. AB 692 Text

APPROVALS:

Darcy Ellis	Created/Initiated - 3/15/2023
Darcy Ellis	Approved - 3/15/2023
Nate Greenberg	Final Approval - 3/16/2023



ASSEMBLYMAN JIM PATTERSON, 8TH DISTRICT

AB 692 (PATTERSON)

CALIFORNIA ENVIRONMENTAL QUALITY ACT: EXEMPTION: EGRESS ROUTE PROJECTS: FIRE SAFETY

SUMMARY

AB 692 is a reintroduction of AB 394 (Oberholte, 2019), which was vetoed by Governor Newsom due to lack of information on the potential impacts of future fire safety road construction projects.

AB 692 provides a CEQA exemption for projects recommended by the Board of Forestry and Fire Protection (Board) that improve the fire safety of an existing subdivision if the subdivision is located in a high or very high fire hazard severity zone and has insufficient egress routes.

EXISTING LAW

The California Environmental Quality Act (CEQA) requires a lead agency to prepare and certify the completion of an environmental impact report on a project that it proposes to carry out that may have a significant effect on the environment. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project would have a significant effect on the environment.

PROBLEM

Assembly Bill 2911 (Friedman, 2018) requires the Board to make recommendations to improve the fire safety of existing housing subdivisions that are at significant fire risk and without a secondary egress route. Those recommendations may include, but are not limited to, creating secondary access or improving the existing access road.

Less than two months after AB 2911 was signed into law, the deadly Camp Fire tore through the City of Paradise, killing 86 people and destroying nearly

14,000 residences. Notwithstanding capacity problems, City of Paradise had four routes to get residents out of town in the event of an emergency; however, many other communities only have one egress route. While secondary egress routes may exist for some communities, they may be far narrower than the primary route, barred by a locked gate, or have limited access such that residents would be unable to use the route in the event of a fire.

SOLUTION

Given the unpredictability of wildfires, these projects identified by the Board are of the utmost importance and must be implemented as soon as possible to prevent more destruction and save lives. People living in these communities need protection now and deserve every effort from the state to expedite these vital projects.

AB 692 addresses this problem by exempting from the burdensome CEQA process these urgent projects recommended by the Board of Forestry, which will improve fire safety in fire-prone subdivisions identified as lacking sufficient egress routes.

SPONSOR

This bill is authored sponsored.

CONTACT

Ian Coolbear

Legislative Director

Ian.Coolbear@asm.ca.gov



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



March 15, 2023

The Honorable Luz M. Rivas
Assembly Committee on Natural Resources
1020 N Street, Room 164
Sacramento, CA 95814

RE: SUPPORT for Assembly Bill 692 (Patterson) – CEQA Exemption: egress route projects: fire safety

Dear Chair Rivas:

On behalf of the Inyo County Board of Supervisors, I am writing in **SUPPORT** of **AB 692**, a measure that would provide a CEQA exemption for projects recommended by the Board of Forestry and Fire Protection that improve the fire safety of an existing subdivision if the subdivision is located in a high or very high fire hazard severity zone and has insufficient egress routes.

As of 2018, the Board of Forestry and Fire Protection is currently required to make recommendations to improve the fire safety of existing housing subdivisions that are at significant fire risk and without a secondary egress route. Those recommendations may include, but are not limited to, creating secondary access or improving the existing access road.

However, also in 2018, the deadly Camp Fire tore through the City of Paradise, killing 86 people and destroying nearly 14,000 residences. Notwithstanding capacity problems, the City of Paradise had four routes to get residents out of town in the event of an emergency; however, many other communities only have one egress route. While secondary egress routes may exist for some communities, they may be far narrower than the primary route, barred by a locked gate, or have limited access such that residents would be unable to use the route in the event of a fire.

AB 692 builds upon the process the Board of Forestry is currently undertaking by exempting from CEQA these critical projects that are identified by the Board. By doing so, the Legislature will be appropriately expediting projects that could prove vital to saving lives in future fires.

The Inyo County Board of Supervisors respectfully requests your **SUPPORT** of **AB 692** for the reasons stated above.

Thank you for your consideration.

Sincerely,

Jennifer Roeser, Chairperson
Inyo County Board of Supervisors
jroeser@inyocounty.us

ASSEMBLY BILL

No. 692

Introduced by Assembly Member Jim Patterson

February 13, 2023

An act to add and repeal Section 21080.53 of the Public Resources Code, relating to environmental quality.

LEGISLATIVE COUNSEL'S DIGEST

AB 692, as introduced, Jim Patterson. California Environmental Quality Act: exemption: egress route projects: fire safety.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment.

This bill would, until January 1, 2030, exempt from CEQA egress route projects undertaken by a public agency to improve emergency access to and evacuation from a subdivision without a secondary egress route if the State Board of Forestry and Fire Protection has recommended the creation of a secondary access to the subdivision and certain conditions are met. The bill would require the lead agency to hold a noticed public meeting to hear and respond to public comments before determining that a project is exempt. The bill would require the

lead agency, if it determines that a project is not subject to CEQA and approves or carries out that project, to file a notice of exemption with the Office of Planning and Research and with the clerk of the county in which the project will be located.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 21080.53 is added to the Public Resources
2 Code, to read:

3 21080.53. (a) For purposes of this section, the following
4 definitions apply:

5 (1) “Riparian area” means an area that is transitional between
6 terrestrial and aquatic ecosystems, that is distinguished by gradients
7 in biophysical conditions, ecological processes, and biota, and that
8 meets all of the following criteria:

9 (A) Is an area through which surface and subsurface hydrology
10 connect bodies of water with their adjacent uplands.

11 (B) Is adjacent to perennial, intermittent, and ephemeral streams,
12 lakes, or estuarine or marine shorelines.

13 (C) Includes those portions of terrestrial ecosystems that
14 significantly influence exchanges of energy and matter with aquatic
15 ecosystems.

16 (2) “Subdivision” means a residential development or
17 community of more than 30 dwelling units.

18 (3) “Wetlands” has the same meaning as defined in the United
19 States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21,
20 1993).

21 (b) This division does not apply to an egress route project to
22 improve emergency access to and evacuation from a subdivision
23 without a secondary egress route if the subdivision has been
24 identified by the State Board of Forestry and Fire Protection
25 pursuant to Section 4290.5, the State Board of Forestry and Fire
26 Protection has recommended the creation of a secondary access
27 to the subdivision, and all of the following conditions are met:

28 (1) The subdivision has insufficient egress routes, as determined
29 by the lead agency.

30 (2) The subdivision is located in either of the following:

1 (A) A state responsibility area that is classified a high or very
2 high fire hazard severity zone pursuant to Section 4202.

3 (B) A very high fire hazard severity zone, as identified pursuant
4 to Section 51178 of the Government Code.

5 (3) The location of the project does not contain wetlands or
6 riparian areas.

7 (4) The project does not harm or take any species protected by
8 the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531
9 et seq.), the Native Plant Protection Act (Chapter 10 (commencing
10 with Section 1900) of Division 2 of the Fish and Game Code), the
11 Guidelines for Implementation of the California Environmental
12 Quality Act (Chapter 3 (commencing with Section 15000) of
13 Division 6 of Title 14 of the California Code of Regulations), or
14 the California Endangered Species Act (Chapter 1.5 (commencing
15 with Section 2050) of Division 3 of the Fish and Game Code).

16 (5) The project does not cause the destruction or removal of any
17 species protected by an applicable local ordinance.

18 (6) The project does not affect known archaeological, historical,
19 or other cultural resources.

20 (7) The project is carried out by a public agency.

21 (8) The public agency consults with the Department of Fish and
22 Wildlife during project development.

23 (9) (A) The egress route is scaled to the existing population of
24 the subdivision.

25 (B) The requirement of subparagraph (A) is met if the egress
26 route is designed to the scale set forth in the most recent edition
27 of A Policy on Geometric Design of Highways and Streets
28 developed by the American Association of State Highway and
29 Transportation Officials and adopted by the Federal Highway
30 Administration, for the number of vehicle trips generated by the
31 existing land uses in the subdivision served by the egress route,
32 as determined in accordance with the most recent edition of the
33 Trip Generation Manual published by the Institute of
34 Transportation Engineers.

35 (10) The lead agency determines that the primary purpose of
36 the project is fire safety egress.

37 (11) Any commercial timber harvest is incidental to the project's
38 primary purpose and complies with the Z'Berg-Nejedly Forest
39 Practice Act of 1973 (Chapter 8 (commencing with Section 4511)
40 of Part 2 of Division 4).

1 (12) If the project involves substantial tree removal, as
2 determined by a registered professional forester, the entity carrying
3 out the project has a registered professional forester or the forester's
4 designee onsite during the implementation of the project to assist
5 with resource identification and protection. The registered
6 professional forester or the forester's designee shall be required
7 onsite only on days during which trees are removed.

8 (13) The entity carrying out the project complies with Chapter
9 4 (commencing with Section 895) of Division 1.5 of Title 14 of
10 the California Code of Regulations, as applicable, to ensure
11 resource protection. The entity carrying out the project shall consult
12 early in the design of the project with the appropriate environmental
13 resource professionals, including registered professional foresters,
14 environmental scientists, archaeologists, hydrologists, soil
15 scientists, fire scientists, and other experts in natural resource
16 protection.

17 (14) The lead agency determines that the project has obtained,
18 or is able to obtain, all necessary funding and any federal, state,
19 and local approvals within one year of the filing of the notice of
20 exemption pursuant to subdivision (d).

21 (15) All roads that comprise the egress route are publicly
22 accessible to vehicular traffic at all times.

23 (c) Before determining that a project is not subject to this
24 division pursuant to this section, the lead agency shall hold a
25 noticed public meeting on the project to hear and respond to public
26 comments. Publication of the notice shall be no fewer times than
27 required by Section 6061 of the Government Code and shall be
28 published in a newspaper of general circulation in the area of the
29 project.

30 (d) If the lead agency determines that a project is not subject to
31 this division pursuant to this section, and the lead agency
32 determines to approve or carry out that project, the lead agency
33 shall file a notice of exemption with the Office of Planning and
34 Research and the county clerk in the county in which the project
35 is located in the manner specified in subdivisions (b) and (c) of
36 Section 21152.

37 (e) The application and implementation of this section shall be
38 limited to the purposes of this division.

1 (f) This section shall remain in effect only until January 1,
2 2030, and as of that date is repealed.

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INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 21, 2023

Reference ID:
2023-3587

National Center for Public Lands Counties County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Request Board amend the Fiscal Year 2022-2023 LATCF Budget #640299 as follows: Increase estimated revenue in Federal Other (4552) by \$113,820 and increase appropriation in Other Agency Contribution (5539) by \$113,820 (4/5ths vote required); and approve payment to the California State Association of Counties (CSAC) for Invoice #2298 in the amount of \$113,820.

BACKGROUND / SUMMARY / JUSTIFICATION:

As part of the American Rescue Plan Act (ARPA) investments over the past several years, Congress has invested record sums of money in programs that support "public lands counties." Among these investments is the new, \$1.5 billion program known as the Local Assistance and Tribal Consistency Fund (LATCF), which provides a once in a generation opportunity to build a more promising future for counties with substantial amounts of federal public land.

Through the LATCF allocations, Inyo County was awarded a total of \$11,382,000 over two years (Fiscal Years 2023-2023 and 2023-2024). The first tranche of \$5,691,000 has been received, but has not yet been recognized or budgeted. The Inyo County Budget Team is working to develop some high-level strategies around how these monies could most effectively and efficiently be utilized, and will be bringing a presentation to your Board in the coming months on this matter.

In the meantime, the National Association of Counties (NACo) and the Western Interstate Region (WIR) have established the National Center for Public Lands Counties (Center). The intent is to leverage the Center to give public lands counties an enhanced opportunity to demonstrate how prosperous public lands create a prosperous America, with the goal of seeking means to better support their financial needs. The funding for the Center comes from the interest borne through the money held in trust, which would be raised through a request that each LATCF recipient reinvest 1% of their allocation to this cause. The California State Association of Counties (CSAC) is assisting the California Counties in compiling all of the funds for California's 1% share of the LATCF funds.

It is also worth noting that in the current Fiscal Year the Payment In Lieu of Taxes (PILT) payment received for Inyo County was \$2,038,598. Currently, the PILT funding at the Federal level is allocated annually, but is not constitutionally budgeted, so there is a possibility each year that there will be no PILT funding. The PILT funding is utilized to balance the Inyo County budget each year and support General Fund County services.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	640299
Budgeted?	No	Object Code	4552/5539
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
This is a one-time expenditure of \$113,820.			
Future Fiscal Year Impacts			
N/A			
Additional Information			

Should there not be enough participating counties to raise the funds necessary to start the Center, the allocations would be returned to the contributing counties.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the budget amendment. However, this is not recommended as this opportunity provides support to NACo to create the National Center for Public Lands and allows them to work toward more stability around the Payments In-Lieu of Taxes (PILT) funding that the County relies on annually.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. National Center for Public Lands Counties - Briefing
2. National Center for Public Lands Counties - Presentation
3. CSAC Invoice - National Center for Public Lands Counties - Inyo County

APPROVALS:

Nate Greenberg	Created/Initiated - 3/15/2023
Darcy Ellis	Approved - 3/15/2023
Nate Greenberg	Approved - 3/16/2023
Denelle Carrington	Approved - 3/16/2023
John Vallejo	Approved - 3/16/2023
Amy Shepherd	Final Approval - 3/16/2023



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EXECUTIVE DIRECTOR

Graham Knaus

January 26, 2023

TO: CSAC Executive Committee

FROM: Supervisor John Peters
Graham Knaus, Executive Director

SUBJECT: National Center for Public Lands Counties

As part of the ARPA investments, Congress has invested record sums in programs to support public lands counties and granted new authorities to federal lands agencies to broaden the scope, pace and scale of their on-the-ground resource management work with local governments. These investments, particularly the \$1.5 billion to the new Local Assistance and Tribal Consistency Fund, create a once in a generation opportunity to build a more promising future for counties with substantial federal public lands. In fact, these funds include a one-time \$750 million augmentation primarily benefiting counties heavily dependent on federal payments-in-lieu-of-taxes, or PILT.

To truly benefit from these unique opportunities and investments, counties must accelerate evidence-based research, peer information exchanges, and overall understanding of lessons learned, emerging trends analysis, and priority public policy issues around federal public lands and impacts to the counties where they reside.

The NACo and WIR Boards of Directors therefore established the National Center for Public Lands Counties (The Center) to give public lands counties an enhanced opportunity to demonstrate how prosperous public lands counties create a prosperous America. *The Center’s sustainable funding model emanates from a requested amount equivalent to one percent of each county’s allocation and is requested as a one-time only contribution to create the Center.* The Center will utilize traditional and new media—such as podcasts and video interviews—to tell these stories and also develop detailed, individual research and written county profiles focused on:

- County partnerships with federal agencies, states, tribes and other counties to reduce wildfire risk, responsibly develop energy and minerals, improve public access to federal lands, protect watersheds, conserve species and their habitat, and protect national parks and other natural treasures.
- County investments of PILT, SRS and other natural resource revenue payments to benefit residents, visitors and surrounding public lands.
- The different economic drivers in rural vs. urban public lands counties.
- Development and implementation of county natural resource management plans and baseline socioeconomic data for environmental analyses.
- Resource values of federal lands compared to nearby privately owned lands.
- Meeting the unique challenges facing public lands counties, such as housing affordability for residents and federal employees, ensuring a stable tax base to deliver critical services, and managing infrastructure on federal lands.

For the Center to meet its mission and serve as a long-term tool for public lands counties, a voluntary investment of \$15 million is sought over the next two years to hire the necessary staff to conduct this critical research and keep the Center on a sustainable financial course. *The requested amount is equivalent to one percent of each county's allocation and is requested as a one-time only contribution to create the Center.*

Center's governing body:

- WIR Executive Committee
- NACo Public Lands Policy Steering Committee Chair and Vice Chairs
- State association executive from the WIR Immediate Past President's home state
- NACo CEO/ Executive Director

The Center will report to the NACo and WIR Board of Directors on its financial health and issue an annual report on its research and progress at the annual WIR Conference. Additional information about this effort can be found on the NACo National Center for Public Lands resources page at: <https://www.naco.org/blog/treasury-releases-local-assistance-and-tribal-consistency-fund-payments-eligible-counties>.

NACo Article: [Treasury releases Local Assistance and Tribal Consistency Fund payments to eligible counties \(naco.org\)](https://www.naco.org/blog/treasury-releases-local-assistance-and-tribal-consistency-fund-payments-eligible-counties)

CSAC Bulletin Article: [Treasury Launches Local Assistance and Tribal Consistency Fund; Formula Benefits Counties with Federal Lands - California State Association of Counties](#)



National
Center for
Public Lands
Counties

National Center for Public Lands Counties

Advancing the policy and practice study of America's public lands counties

**Powered by the Western Interstate Region
and the NACo Research Foundation**

FURTHER THE FEDERAL GOVERNMENT'S UNDERSTANDING OF THE COUNTY ROLE IN RESPONSIBLE LAND, WATER AND RESOURCE MANAGEMENT

- **County governments are leaders in the intergovernmental partnership** with federal lands management agencies
- **We work with officials from all levels of government, private stakeholders and other interested parties** to reduce fuel loads on federal lands, prudently develop our natural resources to meet the nation's economic needs, improve local economies, enhance recreational access to public lands, and conserve our lands and waters for future generations
- With improved understanding of our unique role, **Congress has invested record sums recently to support public lands counties**, including Payments In-Lieu of Taxes (PILT), Secure Rural Schools (SRS), and other revenue sharing programs
- **Congress also granted new authorities to federal lands agencies** to broaden the scope, pace and scale of their on-the-ground resource management work with local governments
- **HOWEVER, we must continue to tell the county story**, research innovation practices, nurture and build new relationships and networks, and address the mounting challenges and opportunities facing public lands counties

NATIONAL CENTER FOR PUBLIC LANDS COUNTIES

- **Counties must research, evaluate and share lessons learned about the critical county contribution to sustainable resource management and evidenced-based practices** for developing and enhancing collaborative partnerships, including public-private-community collaborations and intergovernmental coordination
- Therefore, the NACo and WIR Boards of Directors both moved at the 2022 NACo Annual Conference in July 2022 to proceed with developing the **National Center for Public Lands Counties**
- **The Center will weave together the narrative around public lands counties and the national interest** in our prosperity by showing how public lands are interconnected with the country's needs. For example, a wildfire on federal land near a major water source could jeopardize water quality in a large urban region
- **The National Center for Public Lands Counties will be an essential resource for public lands counties** by sharing these stories with county officials, intergovernmental partners, the media, think tanks and other key influencers to demonstrate how prosperous public lands counties create a prosperous America

MISSION AND OBJECTIVES

- **MISSION:** Advance the policy and practice study, research, and learning networks for America's public lands counties
- **IMPERATIVE:** Enhance the long-term policy and practice research, capacity and information exchange of elected and appointed leaders from America's public lands counties, including with federal and state policymakers, key stakeholders and influencers, the media, and the general public
- **OBJECTIVES:**
 - Enhance the understanding of national, state and county policymakers and influencers of the unique policy and practice issues facing America's county officials in areas with federal public lands
 - Develop the policy and practice research, case studies, public forums, and learning networks necessary to advance and inform our nation's policies and practices (including at the federal, state and local levels) impacting public lands counties
 - Foster intergovernmental relationships and dialogue on the intersection of federal, state and local policymaking and practices across the broad range of issues facing public lands counties, such as: landscape health, wildfire risk mitigation, watershed protection, economic competitiveness and job creation, enhanced public access to federal lands and waters, species management, and biodiversity health
- **FUNDRAISING GOAL:** \$15 million over two years to establish a new research fund, known as the National Center for Public Lands Counties, within the NACo Research Foundation and co-governed with NACo's Western Interstate Region (WIR) leadership

National Center for Public Lands Counties

Powered by NACo's Western Interstate Region and the NACo Research Foundation

FUNDRAISING GOAL

- For the National Center for Public Lands Counties to meet its mission and serve as a long-term tool for public lands counties, **a voluntary investment** from state associations representing public lands counties is needed
- NACo staff, state associations of counties executives and county officials set a **fundraising goal of \$15 million over the next two years** to build the staff capacity and partnerships to conduct this critical research and keep the Center on a sustainable financial course
- **State association executives are asked to meet with their members and determine by January 31, 2023** what their state association can pledge as a voluntary contribution to the Center
- These funds will be **managed under a 501(c)(3) within the NACo Research Foundation to support WIR's collaboration** with the National Center for Public Lands Counties. *These funds will not be used for any partisan political purposes*
- **Initially, the Center will need 1-2 hard-working, passionate and talented writers** who can help us tell the county story and conduct and develop key research to meet the National Center's goals. We will then build staffing capacity, unique programming and impactful resources as appropriate

GOVERNANCE

- **National Center's Governing Board will consist of:**
 - WIR Executive Committee (President, 1st VP, 2nd VP, Immediate Past President)
 - NACo Public Lands Steering Committee Chair
 - NACo Public Lands Steering Committee Subcommittee Chairs
 - Federal Lands Gateway County Official appointed by the NACo Public Lands Steering Committee Chair
 - NACo West Region Representative
 - NACo Executive Director
 - Executive Director from WIR Immediate Past President's home state
 - NACo Public Lands Legislative Director and WIR Liaison, serving as NACo staff liaison to the governing board
- **Governing Board will meet on a regular basis and** develop an annual workplan based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee. At the WIR Annual Conference each May, the WIR Board of Directors and the NACo Public Lands Steering Committee will review the activities and performance of the Center, and consider and adopt the proposed workplan for the next year.



STRONGER COUNTIES. STRONGER AMERICA.

National Association of Counties
660 North Capitol Street, N.W. | Suite 400
Washington, D.C. 20001
202.393.6226 • www.NACo.org

fb.com/NACoDC

[@NACoTweets](https://twitter.com/NACoTweets)

youtube.com/NACoVideo

linkedin.com/company/NACoDC

Select County Here:

Inyo County

California State Association of Counties

1100 K Street, Suite 101
Sacramento, CA 95833
(916) 327-7500
sparmeter@counties.org



INVOICE

BILL TO
Inyo County
P.O. Drawer Q
Independence, CA 93526

INVOICE 2298
DATE 3/4/2023
TERMS Net 30
DUE DATE 4/3/2023

DESCRIPTION	AMOUNT
NACo National Center for Public Lands Counties Contribution	\$113,820.00

BALANCE DUE **\$113,820.00**

Tax ID: 94-6000551

PLEASE REMIT PAYMENT TO:

CSAC
Attn: Accounting
1100 K Street, Suite 101
Sacramento, CA 95814



INYO COUNTY BOARD OF SUPERVISORS

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DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 21, 2023

Reference ID:
2023-3485

Eastern Sierra Department of Child Support Services Workshop Child Support Services NO ACTION REQUIRED

ITEM SUBMITTED BY

Amy Weurdig, Child Support Services Regional Director

ITEM PRESENTED BY

Amy Weurdig, Child Support Services Regional Director

RECOMMENDED ACTION:

Receive a presentation from Child Support Services Director Amy Weurdig.

BACKGROUND / SUMMARY / JUSTIFICATION:

This workshop will provide your Board with an overview of Child Support Services' programs, including key accomplishments in 2022, as well as future projects/initiatives.

FISCAL IMPACT:

Funding Source	N/A		
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:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Presentation - March 21, 2023

APPROVALS:

Darcy Ellis

Created/Initiated - 3/15/2023

Darcy Ellis


Approved - 3/15/2023

Nate Greenberg

Final Approval - 3/15/2023



EASTERN SIERRA
CHILD SUPPORT SERVICES



Amy Weurdig
Regional Director
Inyo & Mono Counties



General Services

Locate Parents

Establish Court Orders

- Paternity
- Child Support
- Health Insurance Support
- Child Care Costs

Enforce Court Orders

- Child Support Orders (may include child care)
- Health Insurance Orders
- Spousal Support will only be enforced when there is an existing child support order

We will also modify existing courts order (except Spousal Support)



Services NOT provide by Child Support

- ◇ Custody and/or Visitation matters
- ◇ Divorces or Dissolutions
- ◇ Restraining orders
- ◇ Establishment of Spousal Support Only Orders
- ◇ Legal Representation and/or Advice

We refer individuals to the Family Law Facilitator

Inyo County

Sharon Remley
301 West Line St
Bishop, Ca
Ph 760-872-6240

Mono County

Mary White
100 Thompsons Way Rm 213
Mammoth Lakes, Ca
Ph 760-258-7372

Reasons to Use Child Support

Partner agency in a family support network

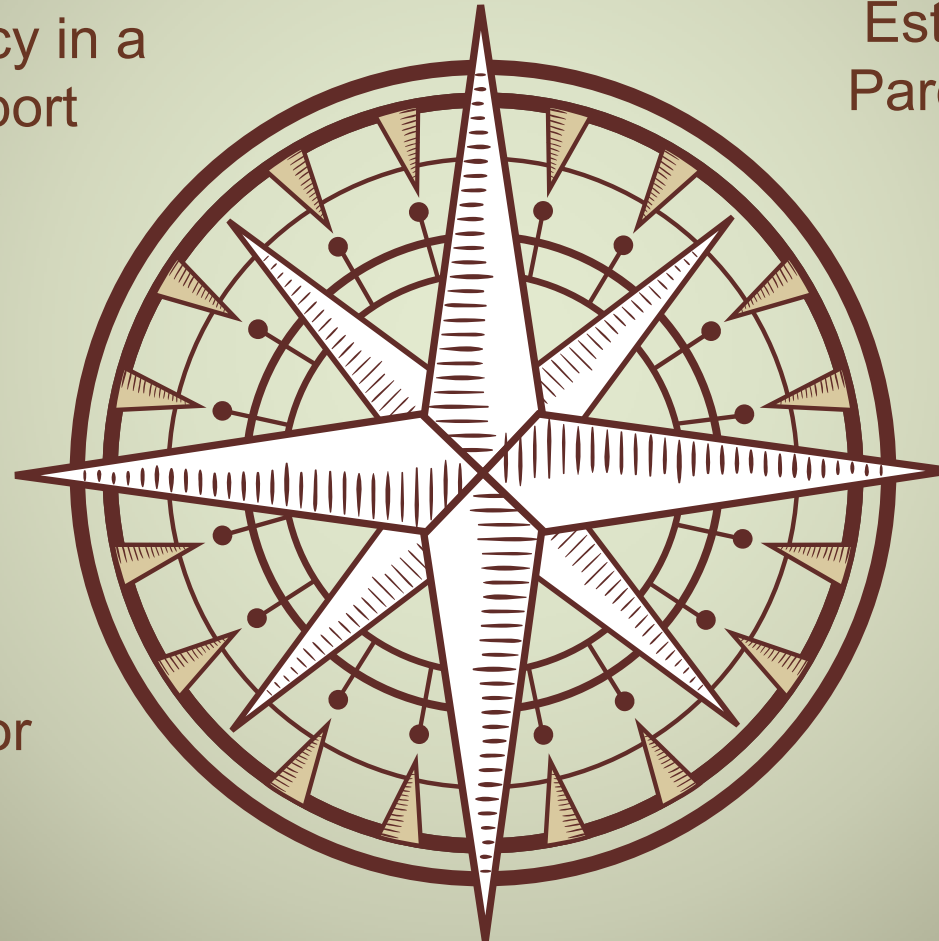
Establish Parentage

Provides a central point of fiscal communication between parents

Neutral party for the financial well being of children

Financial transparency for participants

Intergovernmental Child Support Establishment and Enforcement



- **Our Mission is to serve each family with compassion and respect, and to empower every family to be economically self-sufficient, by building resilient families through a variety of services.**

- ***Our Vision is to serve our participants, so that all are able to navigate child support from beginning to end.***
 - ◆ To achieve our mission and vision we “work” with:
 - ◆ Parents Paying Support (PPS) and Parents Receiving Support (PRS)
 - ◆ Courts
 - ◆ Health and Human Services
 - ◆ Local Schools
 - ◆ Community Resources in Inyo & Mono Counties to support the well being of Children.

Statewide Challenges

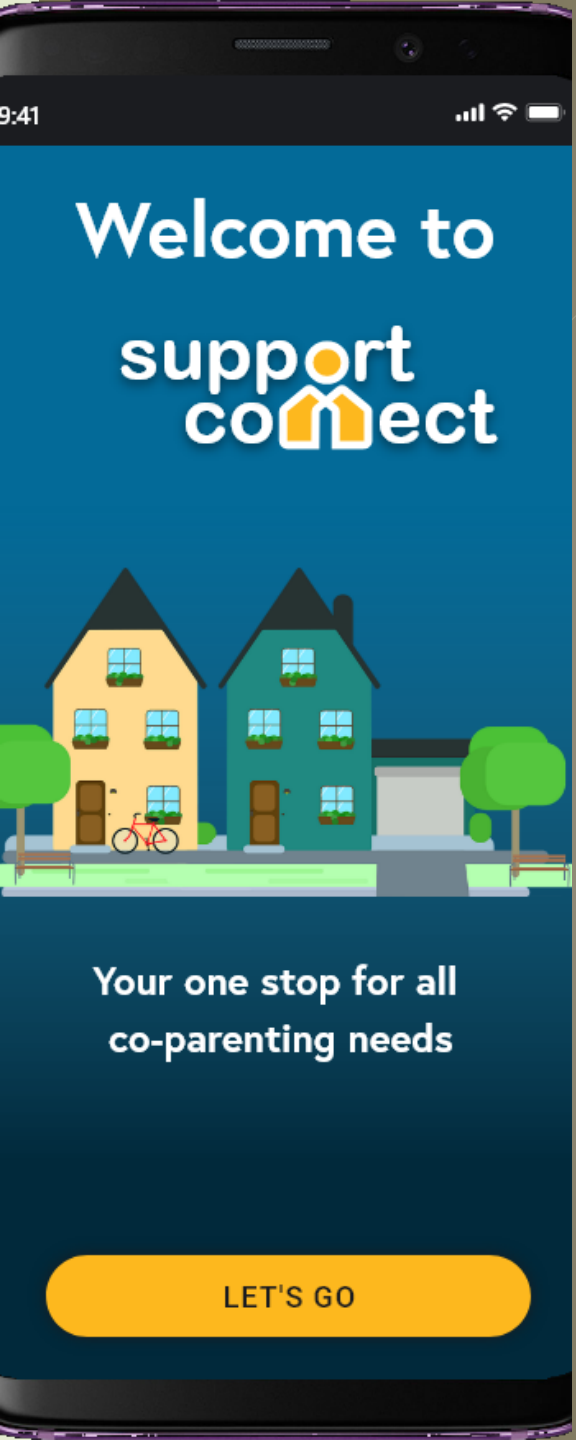
- How our Federal Performance Measures define our program and measure “effectiveness”
- The Child Support Narrative
- Uncollectable Debt
- Legislation, policy and federal regulations
- Funding
- Modifications to court not timely
- COVID-19 impacts to local families





Public Perception


- ❖ What is the public perspective of our agency with this “work” with approach?
- ❖ Is what we do truly helping the child(ren) and the family?
- ❖ How and why, we would change our idea of Child Support Services.



DCSS Vision: ALL parents are engaged in supporting their children

- ◇ How will engage ALL parents?
 - ◇ Normalizing child support
 - ◇ Provide flexible case management options
 - ◇ Provide customers more control over their case
 - ◇ Adjust the way we communicate with customers
 - ◇ Expand partnerships

◇ <https://childsupport.ca.gov/strategic-plan-landing/>



**“To do right by the child,
sometimes you have to take care
of the parent.”**

Erin Frisch
Director
Michigan Office of Child
Support

Performance Management Plan

Increase current support collections

Right-sized orders
Parent engagement

Enhance program outreach

Educate community
partners and parents

Provide individualized services to customers

Provide flexible enforcement
options to support co-parenting

Increase new cases

Target newly separated or
never married parents

New Ways of Measuring the Old Ideals



Parents

Partner with parents early

Connect them to resources

Keep them engaged

Ensure a clear understanding of the order and its effect



Children

Clearly define their needs

Encourage co-parenting

Engage Partner resources

18-year lifecycle



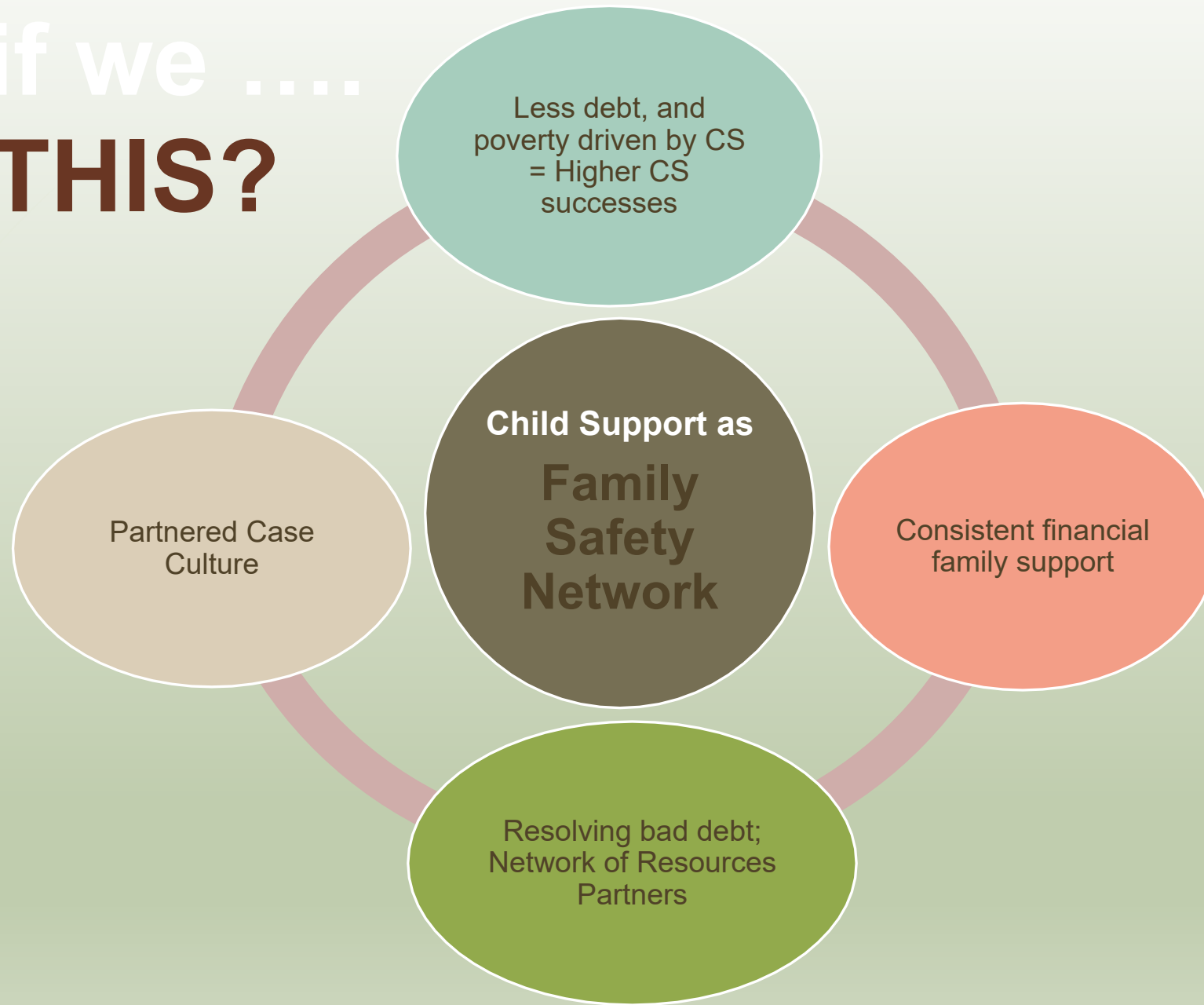
Community Partners

Identify services that will enhance the self-sufficiency of families

Engage Partner resources

Create referral and tracking system

What if we Were **THIS?**





Coming together is the beginning.

Keeping together is progress.

Working together is success.

Henry Ford



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DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 21, 2023

Reference ID:
2023-3462

Short-Term Rental of Residential Property Workshop Planning Department ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Receive a presentation from staff regarding the status of short-term rentals in Inyo County, conduct a workshop, and provide direction.

BACKGROUND / SUMMARY / JUSTIFICATION:

SUMMARY DISCUSSION:

A short-term rental in the context of the county zoning code and this workshop means the rental of certain residentially zoned properties for 30-days or less. It does not include lodging businesses (motels, hotels, bed and breakfast etc.) or residential rentals on commercially zoned properties. The code allows for hosted short-term rentals in the: Open Space (OS), Rural Residential (RR), Rural Residential Starlite (RR Starlite), One Family Residential (R1) and Multiple Family 2-Units (R2) zones, with a permit. The only residential zone these short-term rentals are not allowed in is the Multiple Family 3-Units and above (R3) zone. Not allowing for short-term rentals in the R3 zone was a purposeful decision made by the Board when the ordinance was first developed. Leaving out short-term rental opportunities in the R3 zone was established to help protect affordable, long-term rental opportunities such as apartments and mobile home parks that are allowed in the R3 zone. It should also be noted that mobile home parks are regulated by the State in Inyo County and short-term rentals are not allowed in these parks regardless of the county code.

Background

Until the implementation of the County's short-term rental ordinance in 2018, the Inyo County Code did not directly address short-term rentals. After a series of contentious incidents related to short-term rentals in Aspendell, in 2006 the Board took action, by providing a finding that stated short-term rentals were not allowed in the County's residential zones and, as such, they were considered zoning violations. Planning staff used the Board's finding to pursue complaints regarding short-term rentals under the County's code enforcement regulations. In the years between 2006 and 2016, short-term rentals became much more of an issue in the County and nation-wide, as a result of internet-based short-term rental services. Based on the increase of code enforcement complaints received by the planning department and the general unrest by many in the public related to short-term rentals, the Board of Supervisors asked the planning department to evaluate the situation and prepare an ordinance to either make it absolutely clear in the code that short-term rentals were not allowed or find a way to allow and provide regulations for them.

From October 2016 through May of 2017, the Planning Department made a series of presentations to the Board of Supervisors and the Planning Commission, providing background and research on the issues of short-term rentals. Between June 19, 2017 and July 6, 2017, planning department staff conducted a series of community workshops to collect input from county citizens. These workshops occurred in Bishop, Big Pine, Independence, Lone Pine and Tecopa. The comments and discussions generated from the public meetings showed that the public was leery of the potential effects that short-term rentals could have on their neighborhoods, but also supportive of allowing for them if the County properly regulated them. Starting in August of 2017, the Planning Department worked to take the information collected from the communities as well as input from the Planning Commission and Board of Supervisors, to formulate a draft ordinance, which was refined, finalized and adopted in February of 2018. Two types of permits were addressed in the ordinance:

- Hosted Short-Term Rental permits, where the owner of a property is the host, and resides in the rented residence while renting rooms within the house to guests; and,
- Non-Hosted Short-Term Rental permits, where the renter has use of an entire residence, and the property is managed by the owner or a property manager who does not have to be on site. Non-hosted permits were required to be approved by the Planning Commission after a noticed public hearing.

The Planning Department began accepting short-term rental permit applications on April 20th, 2018, and the first permit was issued on May 29th, 2018. During this first iteration of the short-term rental ordinance, a hosted permit was required prior to a non-hosted permit application being accepted. From May 29th 2018, through February 2020, 70-total short-term rental permits were issued. Twenty-six of these permits were for non-hosted permits; therefore, 26 hosted permits were also issued that corresponded to a non-hosted permit; 18 standalone hosted short-term rental permits were granted during this time, as well. Also, during this time period, a small but very vocal group protested against short-term rentals, especially with regard to the non-hosted type.

In reaction to the increasing unpopularity of short-term rentals, in February 2020, based on direction from the Board of Supervisors, staff reviewed and went through another ordinance process to update the short-term rental regulations. The primary change was to only allow for hosted short-term rentals and eliminate the non-hosted permit. It also included that the host or a designated representative must reside on the property during the rental and that a person could have two rentals on one property. This was so someone could rent a room out of their main residence and/or rent an Accessory Dwelling Unit (ADU) on the same property. It was also changed so that an individual could only have one property in the County with a short-term rental permit associated with it. This iteration of the ordinance also included the addition of allowing for hosted short-term rentals in the R2 zone, which was not originally permitted. In the R2 zone, there can be one hosted rental within the unit of the owner or primary tenant. The second unit cannot be used for a short-term rental. This was put in place to help protect long-term rental opportunities.

From 2020 to present, there has been an additional 21-hosted short-term rental permits granted. Along with this, the shortage of long-term or permanent housing availability became a topic of discussion and concern. The planning department had also begun to work on its Housing Element Update in 2020. As part of the Update process, the State, through its Regional Housing Number Allocation, set forth that the County needs 205 more housing units. This means that through the General Plan the County must identify and plan for where 205 additional housing units can be built. This number of units is also broken down into income categories of very low, low, moderate and above moderate. Many in the community began to worry that short-term rentals were taking away from long-term rental opportunities and might continue to do so as new units are built, especially ADUs. These concerns became the primary reason for staff to begin looking at how many short-term permits were in the county and where they might be concentrated. Since most of the concerns regarding long-term housing availability and the possible effect on it from short-term rentals were coming from the community of Lone Pine, staff focused there.

In June, September and November of 2022, staff presented a series of short-term rental updates to the Board of Supervisors. Among these updates was a look at the percentages of short-term rental permits compared to the number of housing units in specific areas throughout the County. Staff used the total number of housing units that were appropriately zoned for short-term rentals located in specific areas.

The established cannabis business license areas were first used with the southeast part of the county combined into one area and then amended so that Lone Pine and the Alabama Hills were separated out. These areas were then overlaid with the residential zones that allow for short-term rentals. These zones include: OS, RR, RR Starlite, R1 and R2-zones. The only residentially zoned units not included were those in the R3 zone. Most of the units found in this zone are mobile homes in mobile home parks (about 87-percent), where short-term rentals are not allowed, and to a far lesser degree, apartments.

This evaluation was used to help consider possible percentage caps on short-term rentals per area. Although there are no ‘best practice’ methodologies for tracking and or capping short-term rentals, staff found a similar method was used by several other jurisdictions as they also worked on developing caps. Sonoma, Eldorado and Mono Counties all used the number of units that could allow for short-term rentals as the base, or denominator, for the percentage of housing units that currently had short-term rental permits. Using this method, staff found that over 5-percent of the available units in the area of Lone Pine and the Alabama Hills had an associated short-term rental permit, which per the areas used at the time, was quite a bit higher than the rest. The next highest percentage was Area 1, which included Aspendell, Starlite, Forty Acres, etc. at 1.8-percent. Based on this, staff suggested that 5-percent be used for a cap - if the Board wanted to impose a cap, as it was associated with the area with both the highest percentage of short-term rentals per housing units and the most stated concerns from citizens. This conversation resulted in a request from the Board for staff to review the short-term rental permits by even smaller areas and that a moratorium be put on all short-term rental permit applications until another review of the possible effects of short-term rentals on long-term rentals was conducted.

As of Today

There are 4,612-dwelling units available for short-term rental permits (those that meet the zoning requirement) and 91 total short-term rental permits, representing just under 2-percent of the available units in the County. With the total units in all residential zones including R3, there are 5,556-units, which represents about 1.6-percent having a short-term rental permit associated with it. Staff has chosen to continue to not to use the R3 zoned units in the numbers as short-term rental permits are not allowed in the R3 zone, most units are mobile homes in mobile home parks, and the percentage difference when counting them is negligible.

New and more refined areas (maps attached) have been developed and percentages of available units to short-term rental permits have been established for review. These include, from highest to lowest percentage:

Area	Available units	Hosted	Non-hosted	T
Starlite	76	4	1	5
Lone Pine	701	26	10	3
North County	183	4	3	7
McLaren_Milovich_Desiderata	271	7	3	1
Aspendell/Mountain View	155	2	2	4
Sunrise/Sunset	499	5	2	7
South_Southeast County	571	5	1	6
Big Pine	600	4	1	5
Dixon/Meadow_Brockman_Early Pond	611	4	1	5
South of Line Street_Poleta	375	2	1	3
Independence	291	1	1	2
Wilkerson Old and New	252	1	0	1
Bishop Creek_Chipmonk_Rossi	27	0	0	0
Total	4612	65	26	9

Starlite and Lone Pine appear to be the most favored areas for short-term rentals, with the North County and McLaren/ Milovich/Desiderata area next. The area including Lone Pine and the Alabama Hills still has by far the highest number of short-term rental permits (26). The next highest number of permits is the McLaren, Milovich, Desiderata area with (7). This is a huge disparity in the number of permits

between the highest and next highest number, but the scale of this difference is not well reflected in the permits to units' percentages, as these are highly variable based on the number of units they are being compared to.

Effect on Long-term Rentals

Gauging if or how short-term rentals have affected long-term rental opportunities in the County is difficult at best. This is a hot button, highly subjective, question that is hard to find unadulterated numbers for. The easiest way would be to assume that all short-term rentals are taking away long-term rental opportunities. This is, however, somewhat over simplistic and not necessarily true as a property owner cannot be forced to rent either long or short-term. As is, staff has no way of knowing who would or would not use their property for a long-term rental. So, staff approached the requested evaluation by surveying short-term rental permit holders. The survey was conducted over the phone and through emails from mid-January 2023 through the first week of February 2023. Out of the 65 individual permit holders (this is without the double count of the non-hosted/hosted permits), only 9 did not respond (leaving an 86-percent response rate) and giving staff 82-permits to inquire about. Of the 82-permitted units surveyed, only 10 were ever used for a long-term rental (about 12-percent). The most common reason for the change to short-term rentals was renter abuse of the property in question.

Only 49 of the permit holders claim that they are still using their short-term rental permit. Many said they have not gone back to renting since the cease-and-desist order given during Covid. Five reported that they have since changed to long-term rentals and 2 reported that they do both short and long-term rentals for traveling nurses. There are also a couple of permit holders that have been affected by recent fires and cannot rent as their homes were destroyed. A couple of units have also been sold and there is no indication that the new owners are using the short-term rental permits. Staff also tried to get an estimate of the number of rental units needed to meet the current demand for rental properties in the County by contacting realtors and property managers. However useful this number might have been for comparison, it is not a number that is available.

Other Possible Issues Effecting Long-term Rental Opportunity

Vacancy

A possible factor affecting long-term rental opportunities in the County is its rather high vacancy rate in housing units. Based on American Community Survey (ACS) data (2017-2021) the County overall has a 17-percent vacancy rate, or 1,625 vacant housing units. Of these vacant units, 779 or about 48-percent are for seasonal, recreational or occasional use. The percentages of vacant units that are also counted as seasonal, recreational or occasional use units are quite high in several of the County's communities, as well. Dixon Lane Meadow Creek (82-percent), West Bishop (77-percent), Big Pine (62-percent), Lone Pine (53-percent) and Independence (44-percent) are the areas with the highest percentages of vacant units that are also counted as seasonal, recreational or occasional use units. These numbers should be viewed with the understanding that there is a high margin of error in ACS data, but short of going door to door there is no other way to quantify vacancy. Assuming that these vacancy rates are at least in the ballpark, they can be viewed as a factor affecting the county's available housing stock.

Private, Vacant, Land Shortage

Generally speaking, in most places, large scale housing development occurs by tracts of privately owned land being subdivided and built upon. This process is almost always conducted in an area with a district or local government already providing at least some of the necessary infrastructure to support the development and the rest is usually put in by the developer. In Inyo County, this is not the case. Most of the privately owned property in Inyo County that is in range of the necessary infrastructure and services to support development - is already developed. There is a smattering of individual parcels scattered throughout neighborhoods along the Highway 395 corridor from the Bishop area to Lone Pine, but there are not large parcels of privately owned land that can support more than a few housing units. Areas with the most privately owned, vacant, land are in the more remote areas of the County, such as Olancho, Pearsonville and Charleston View where services at the scale needed to support a meaningful amount of housing development are not available and these areas do not have much in the way of job opportunities or services to entice housing developers in the first place. Since the federal, state and city agencies that

manage public land in the County have not shown a genuine interest in divesting property, the County will need to be much more creative than many other jurisdictions in finding ways to increase housing opportunity.

Zoning and General Plan Standards

As most rural areas steeped in resource based economic traditions, Inyo County's current development pattern is one of large lot neighborhoods, in small towns, with large distances between and to services. It is also quite common in this pattern to have one larger city/town that acts as the economic hub, in this case the Bishop area. This causes a lot of commuting up and down Highway 395 and, with little housing choice, many are forced to live long distances from jobs and services. If the county chooses to acknowledge that it is truly landlocked (no federal, state or city agency is likely going to divest land), it will need to make changes to the current zoning and General Plan standards, so that more housing can fit into the limited space available. Currently, the one-family residential zone requires a 25-foot front yard and a 20-foot rear yard setback, with a required 50-foot width. This results in a 1,250-square-foot front yard and a 1,000-square-foot rear yard, or 2,250-square-feet of yard space. There are likely many configurations to adjust this in a way that could allow for an additional housing unit on these parcels and just as a safeguard the County could require additional units be deed restricted to prevent short-term rentals in them. This type of wholesale adjustment to parcel development, could also, over time, alter the characteristics of the County's small towns. Difficult decisions regarding priorities and addressing the natural reluctance to change would need to be made, as well. This could, however, be the most effective way to increase housing stock in the County given its current landuse patterns and constraints.

Violations

Short-term rentals without permits and those operating in a way that are in conflict with a granted permit are considered zoning violations. The County contracted with Host Compliance to help track unpermitted short-term rentals. Planning and code enforcement staffs also receive complaints regarding short-term rentals. The county code enforcement officer handles all of the complaints and notifies the planning department. Currently, there are 2-pending violations according to the code enforcement officer.

Summary

The short-term rental program in the County, overall, has been successful with respect to property owners being able to generate income from their property and there is still a lot of interest from a certain contingency of people in getting short-term rental permits. There is also a counter contingency of people who have, do, and always will, hate short-term rentals, as well as, some who believe short-term rentals are taking away long-term rental opportunities. A survey conducted by staff does not indicate that a large number of people (10) converted long-term rentals to short-term rentals and there may be other more dominant factors contributing to the County's lack of long-term rental units, such as the fact that no substantial amount of housing is being built for the various reasons described above. Planning and County Administrative Officer (CAO) staff are looking into ways to boost the number of housing units in the County with a multi-pronged approach that includes possibly changing zoning and development standards that might be hindering housing development, a continued push for land divestment from other agencies, and actually finding ways to fund and develop specific properties.

RECOMMENDATION

Staff is recommending the Board of Supervisors direct staff to:

- Prepare an ordinance to adopt the Short-Term Rental Permit Areas as presented by staff for the purposes of defining the geographic areas in which rentals are allowed; and include in the ordinance,
- The 5-percent cap for each established geographic area as 5-percent appears to be the tipping point for tolerance of short-term rentals based on public input provided to the county. This cap would also act to lock Lone Pine and Starlite with the current number of permits. And, although no more non-hosted permits are allowed and there is no way to force someone to rent long-term, a cap would still at least ensure that no more than 5-percent of available units, per area, could be used for short-term hosted rentals; and,
- Lift the moratorium on hosted short-term rental permit applications that is currently in place.

This recommendation would require planning staff to prepare the ordinance and present it at a public

hearing to the Planning Commission for a recommendation for the Board’s approval and subsequently, staff would present it to the Board, also at a hearing for review of approval.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	23800
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

1. The Board could choose different geographic areas and/or cap numbers.
2. The Board could choose unique caps for each geographic area. This is not recommended as it will complicate a possible ordinance and implementation. It might also cause a perception of unfairness by some in particular geographies who feel there should be more or less compared to other areas.
3. The Board could decide to eliminate short-term rental permits indefinitely. This is also not recommended as it would likely result in an uptick in unregulated short-term rentals in the County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

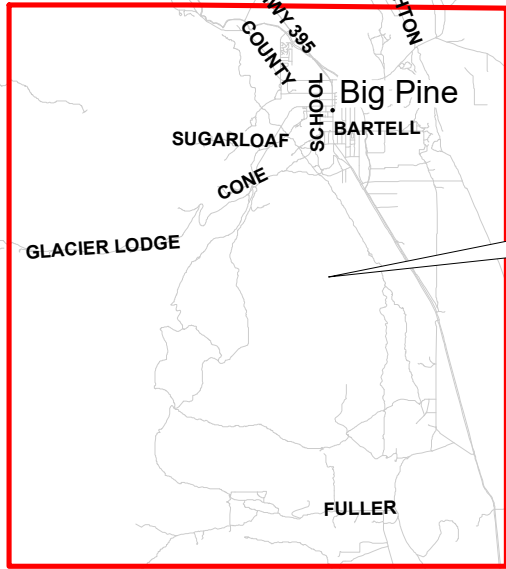
ATTACHMENTS:

1. Map Packet 3.6.2023

APPROVALS:

Cathreen Richards	Created/Initiated - 3/3/2023
Darcy Ellis	Approved - 3/3/2023
John Vallejo	Approved - 3/9/2023
Christian Milovich	Approved - 3/15/2023
Nate Greenberg	Approved - 3/16/2023
Cathreen Richards	Final Approval - 3/16/2023

Short-term Rental Areas (correspond to permits/units table)



Big Pine
Glacier
Birch Creek

Aberdeen

US HWY 395
COLOSEUM

TINEMAHA

WILLOW

OAK CREEK

INDEPENDENCE

MAZOURKA CANYON
DUMP

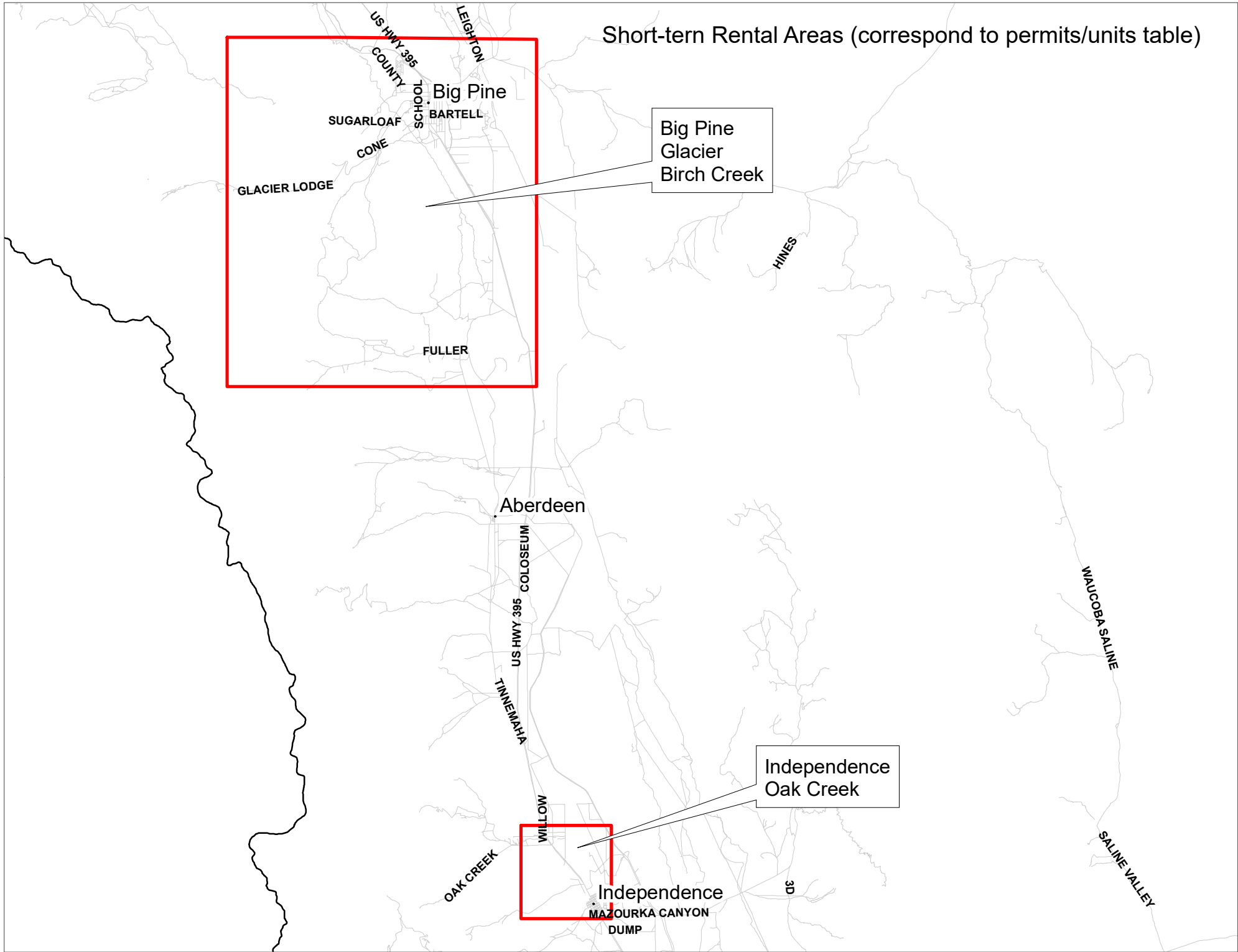
Independence
Oak Creek

HINES

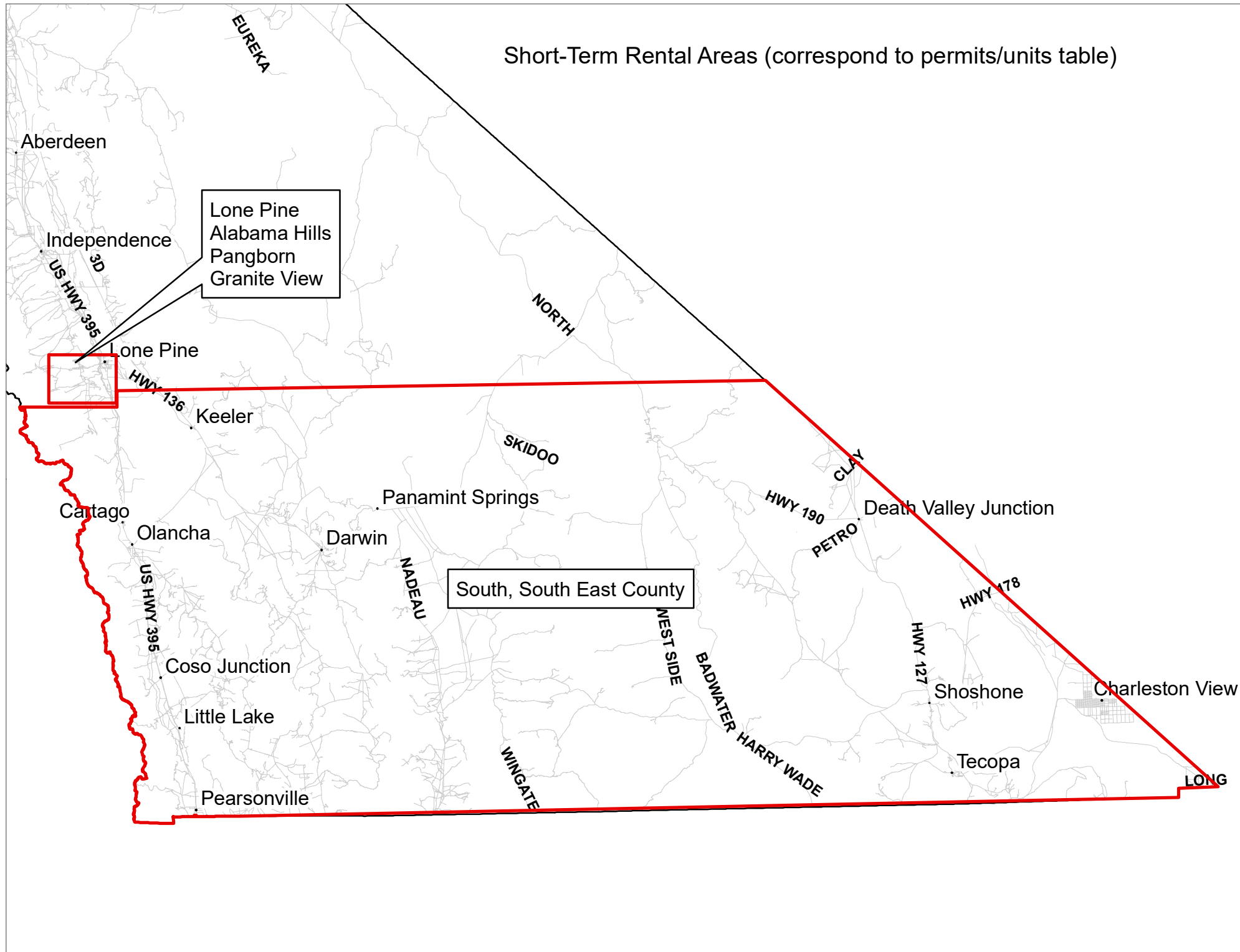
WALCOBA SALINE

SALINE VALLEY

3D



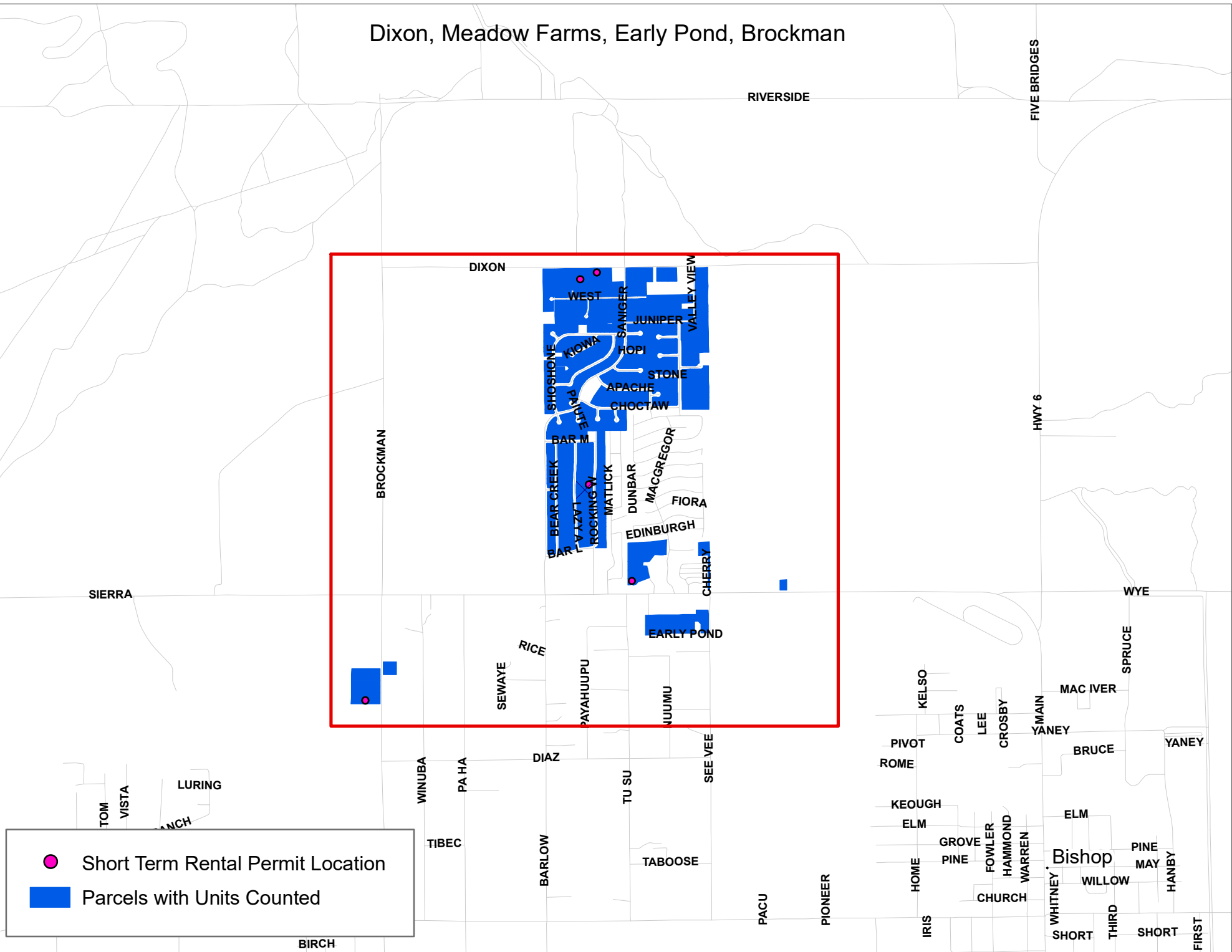
Short-Term Rental Areas (correspond to permits/units table)



North County

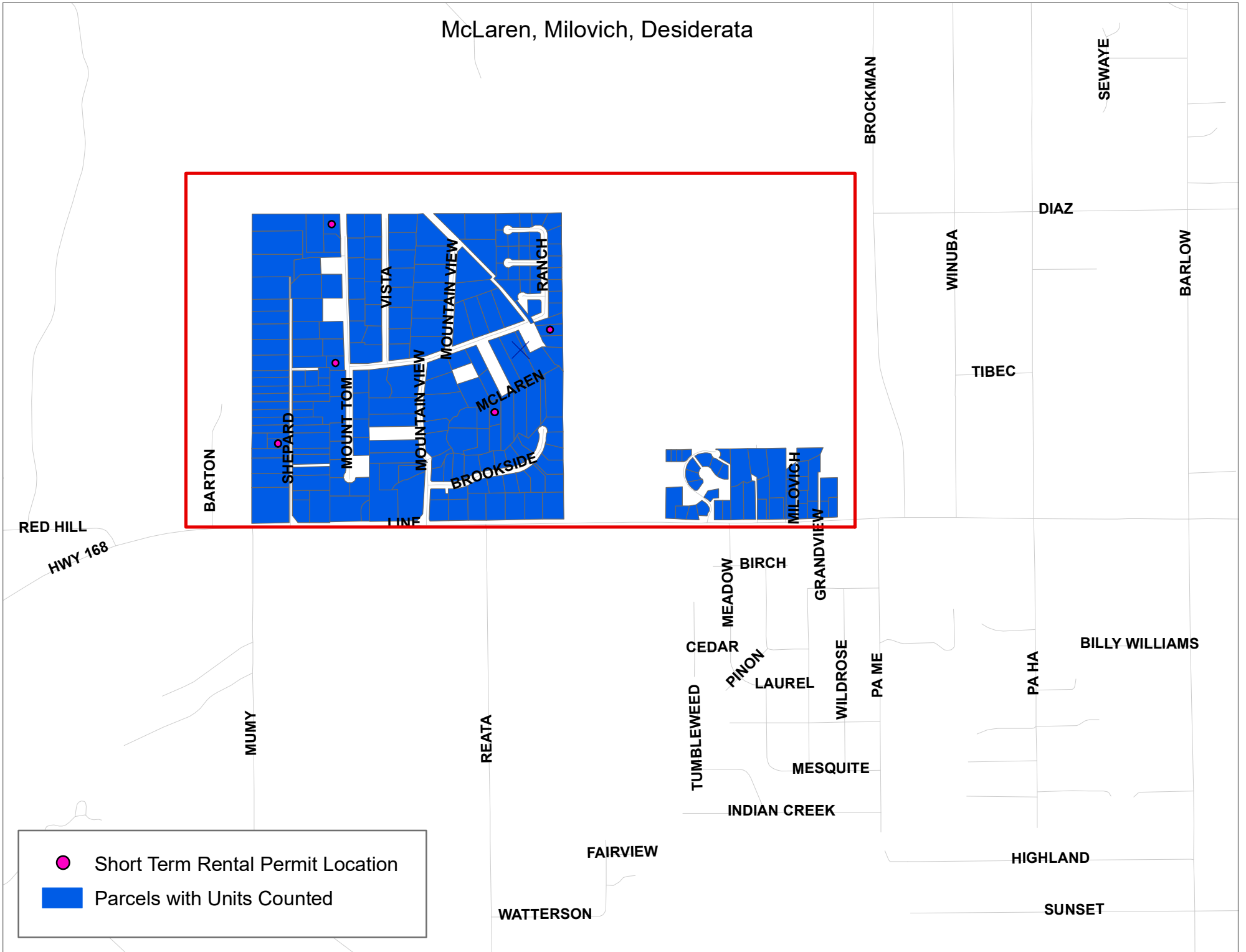


Dixon, Meadow Farms, Early Pond, Brockman

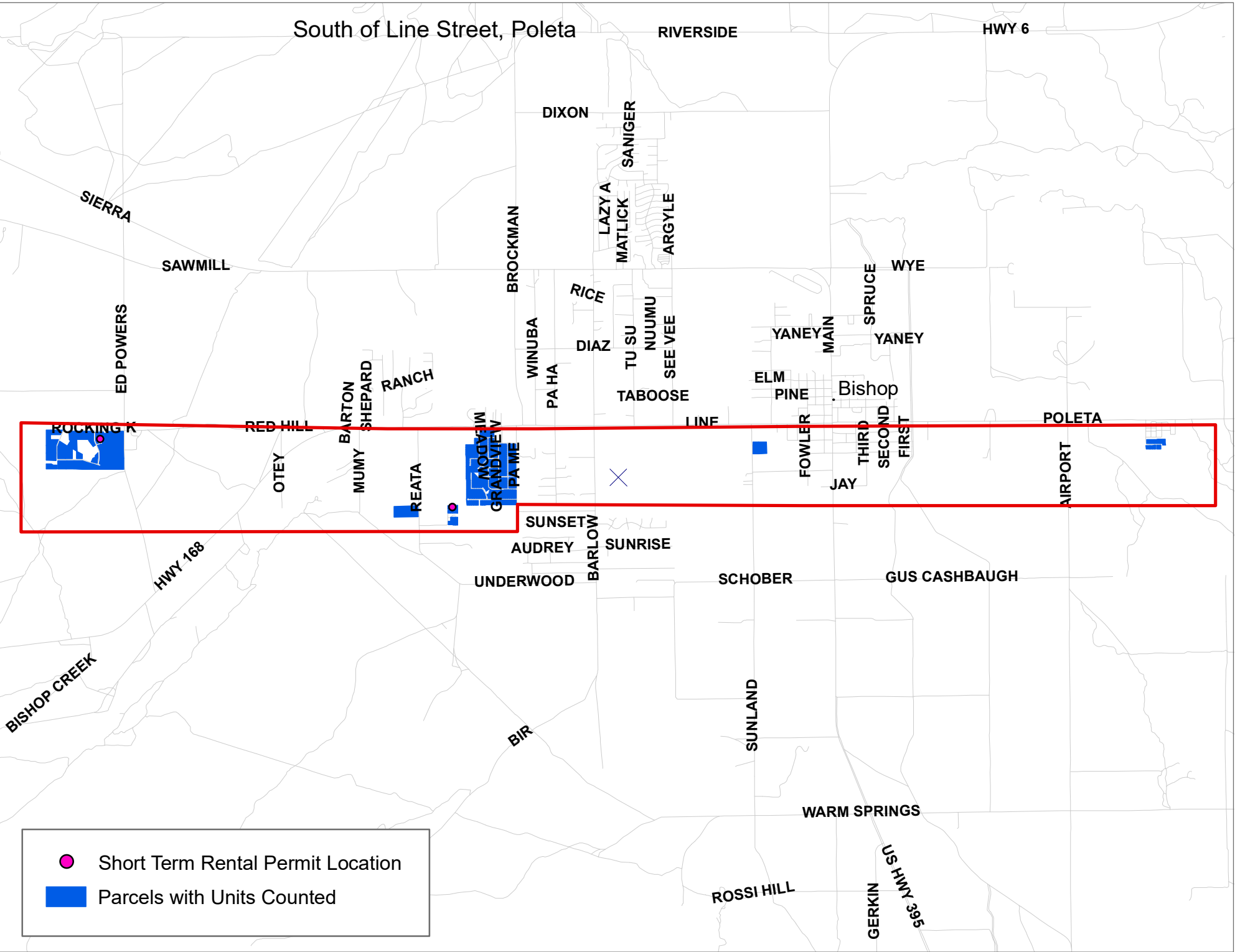


- Short Term Rental Permit Location
- Parcels with Units Counted

McLaren, Milovich, Desiderata



● Short Term Rental Permit Location
■ Parcels with Units Counted



LINE Sunrise, Sunset

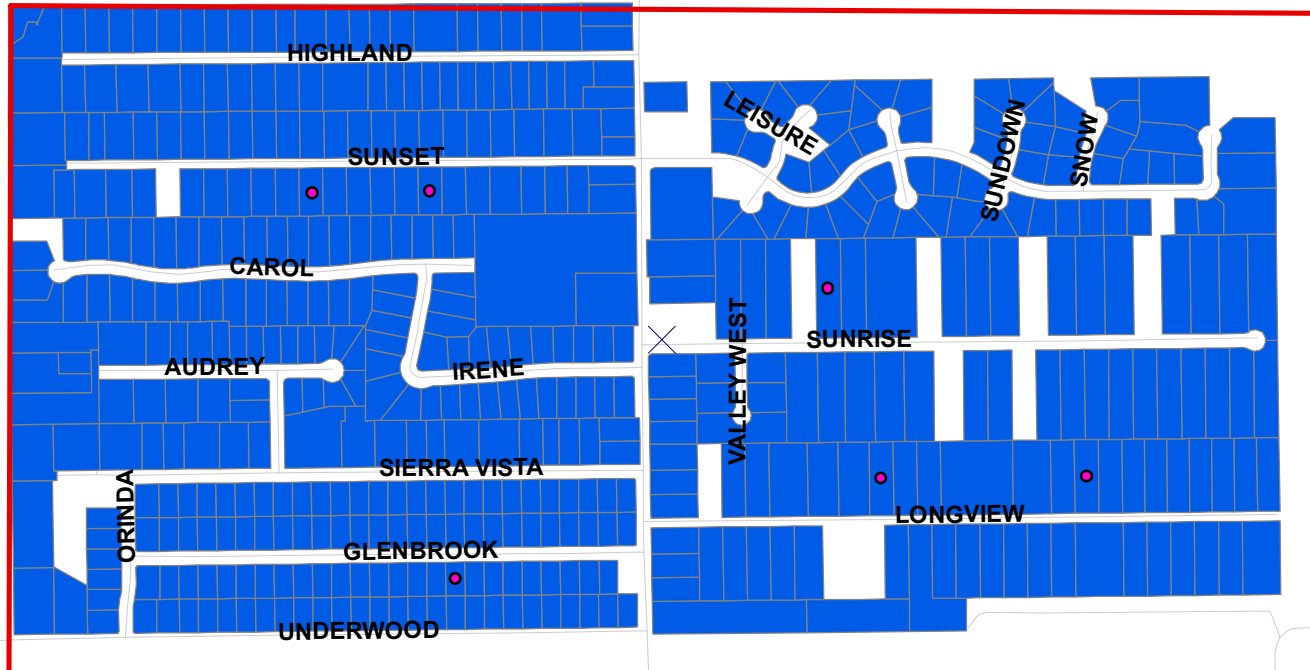
- Short Term Rental Permit Location
- Parcels with Units Counted

TUMBLEWEED
CEDAR
MEADOW
BIRCH
PINON
MESQUITE
CEDAR
LAUREL
MORNINGSIDE
WILDROSE
PA ME
GRANDVIEW
BIRCH
INDIAN CREEK
MESQUITE

BILLY WILLIAMS

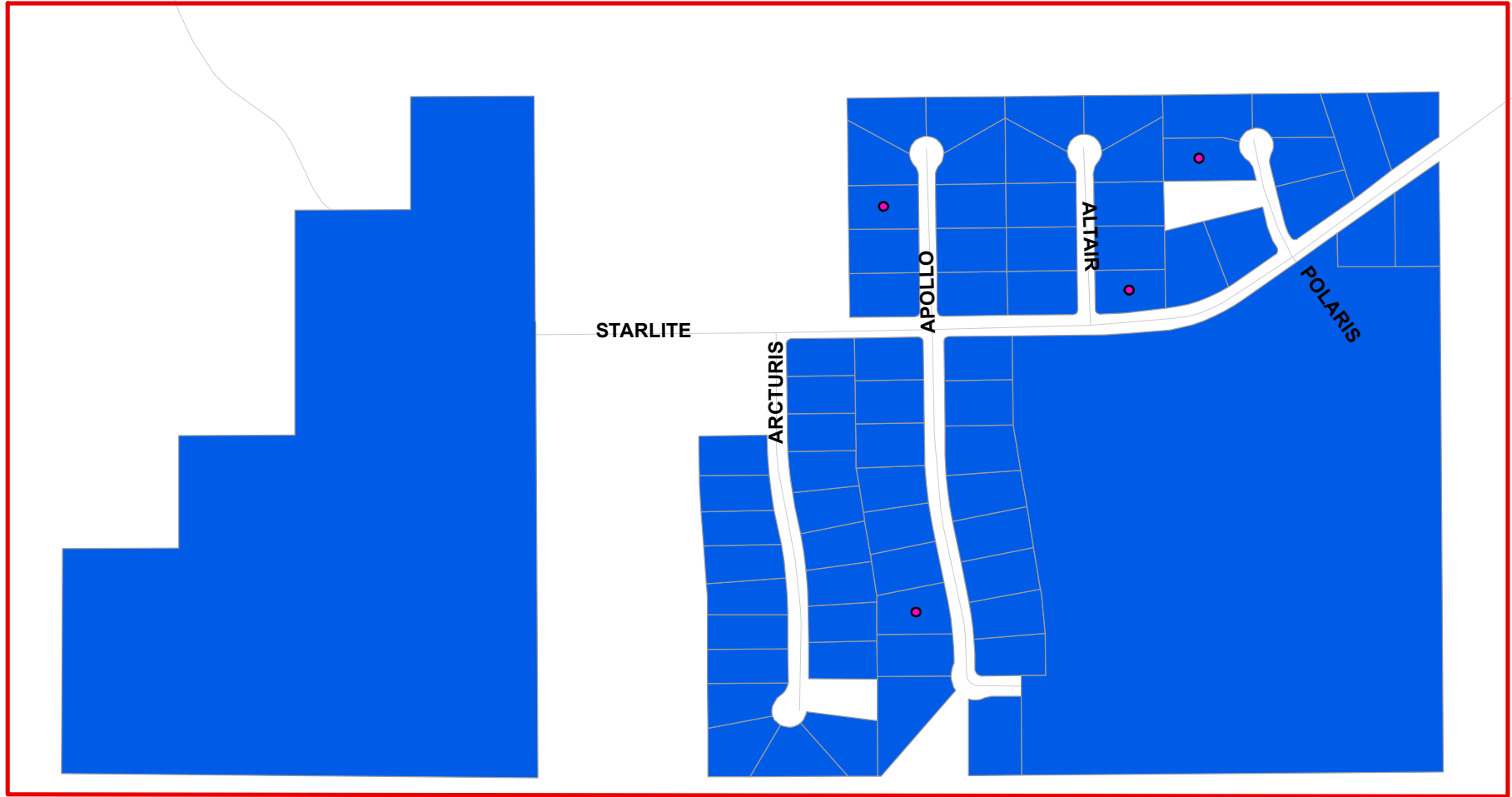
PA HA

BARLOW



SCHOBER

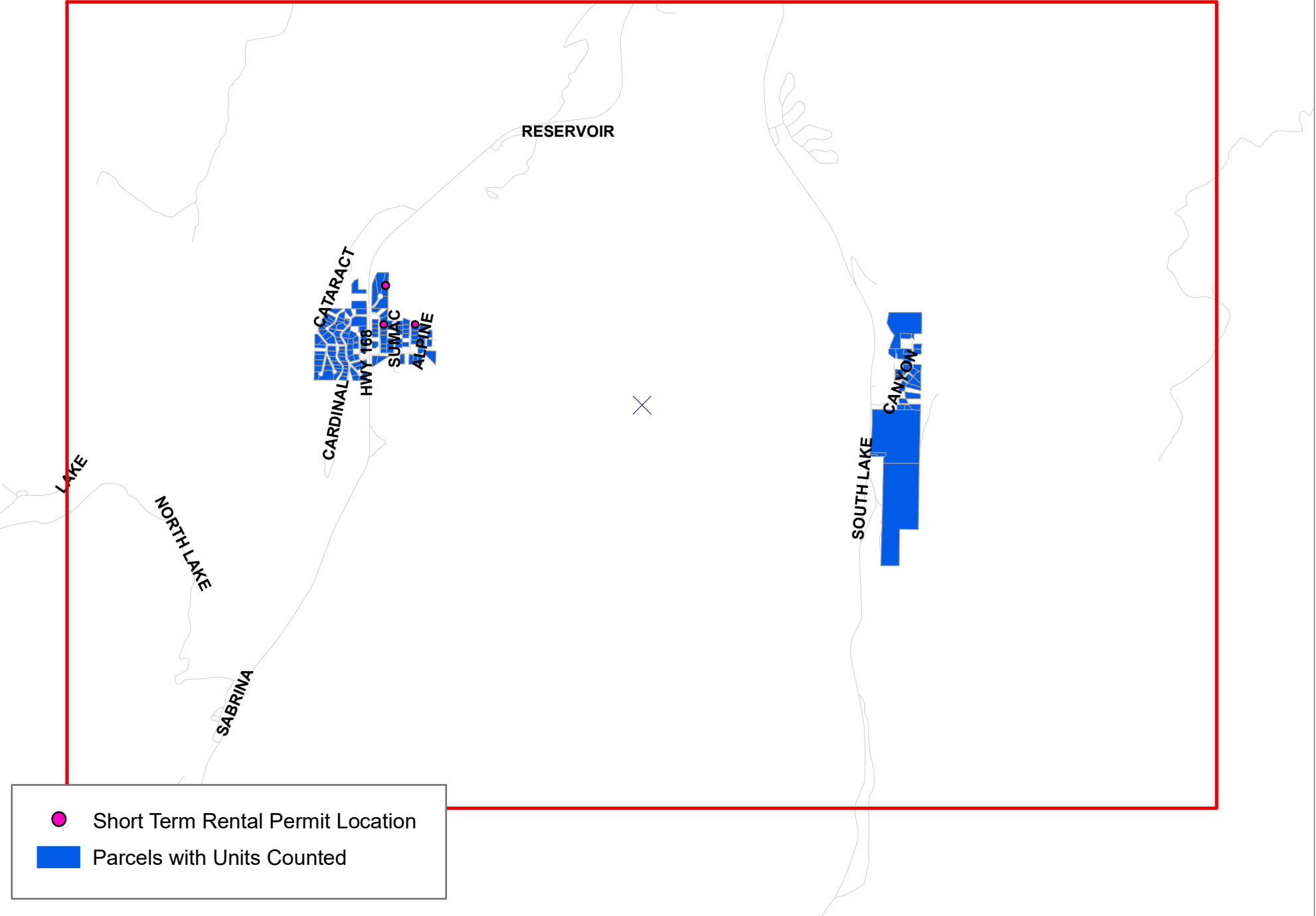
Starlite



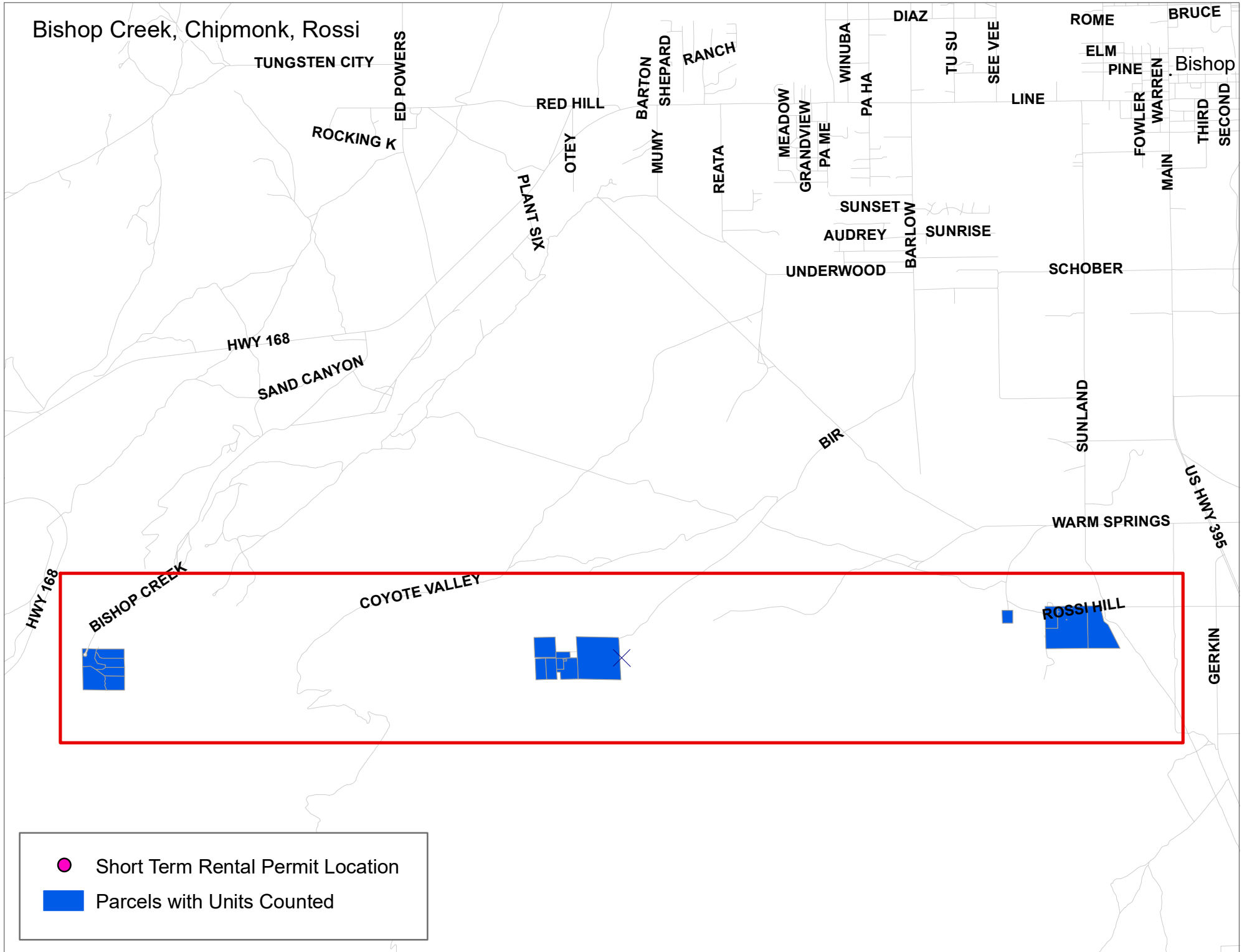
● Short Term Rental Permit Location

■ Parcels with Units Counted

Aspendell, Mountain View



Bishop Creek, Chipmonk, Rossi

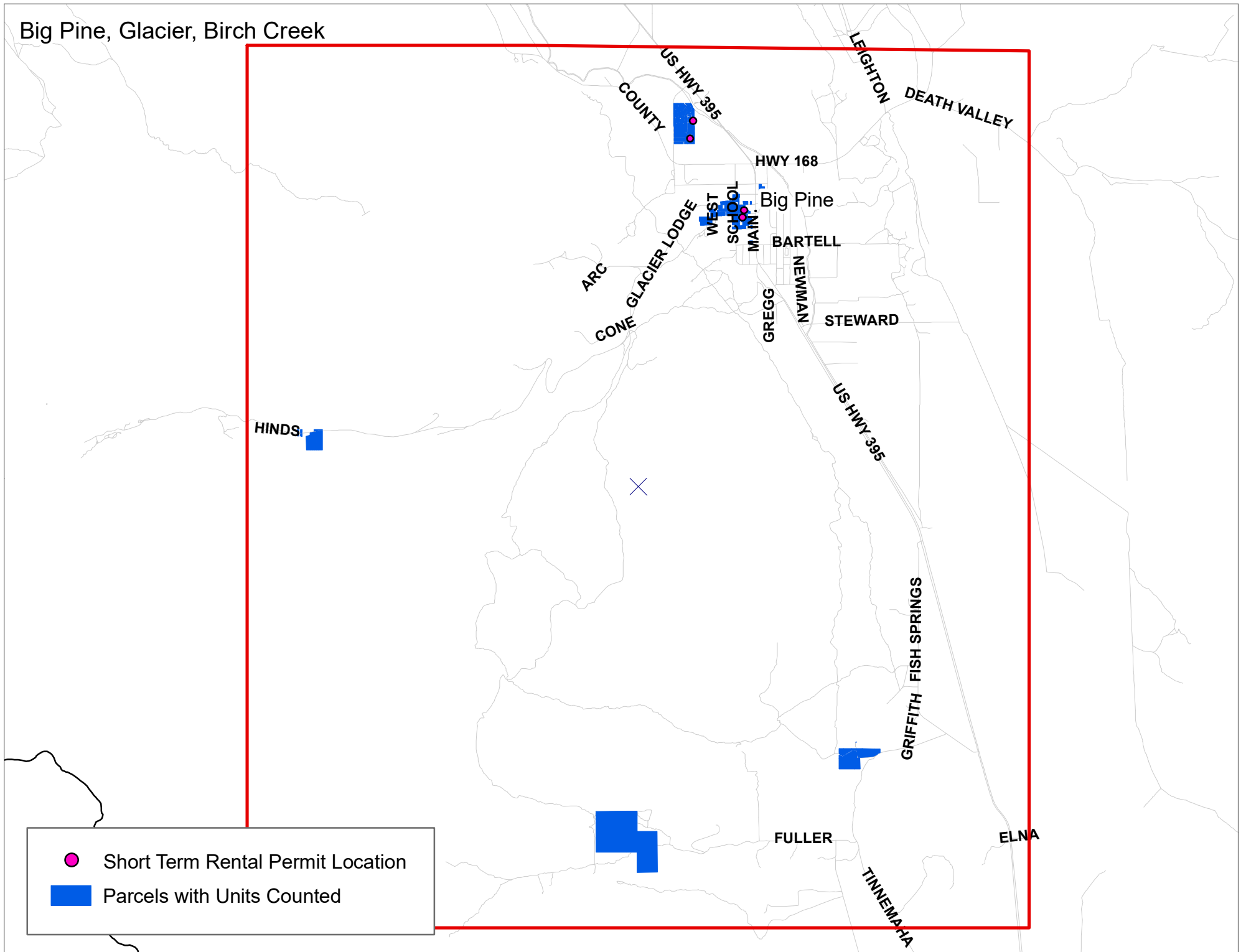


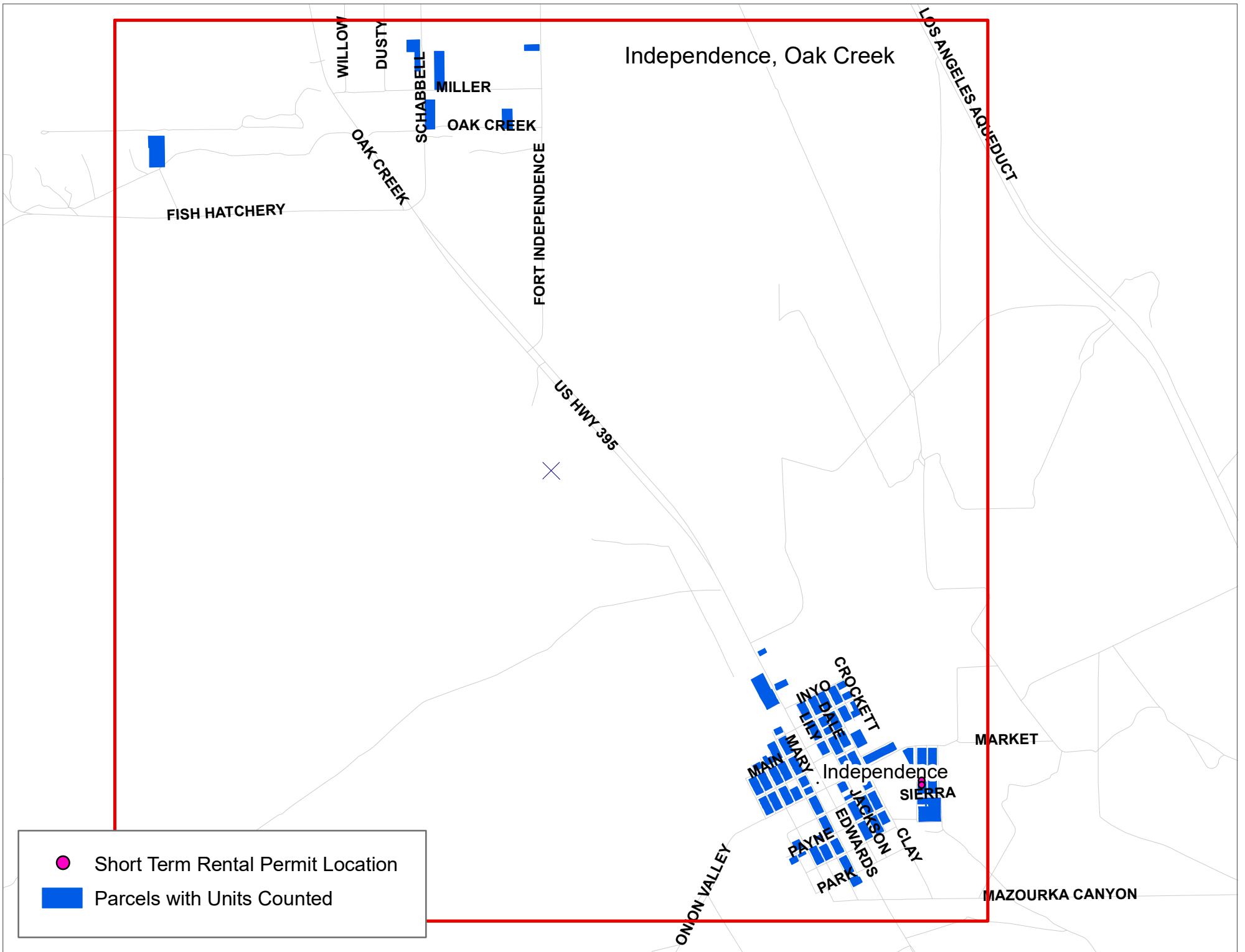
Wilkerson



- Short Term Rental Permit Location
- Parcels with Units Counted

Big Pine, Glacier, Birch Creek

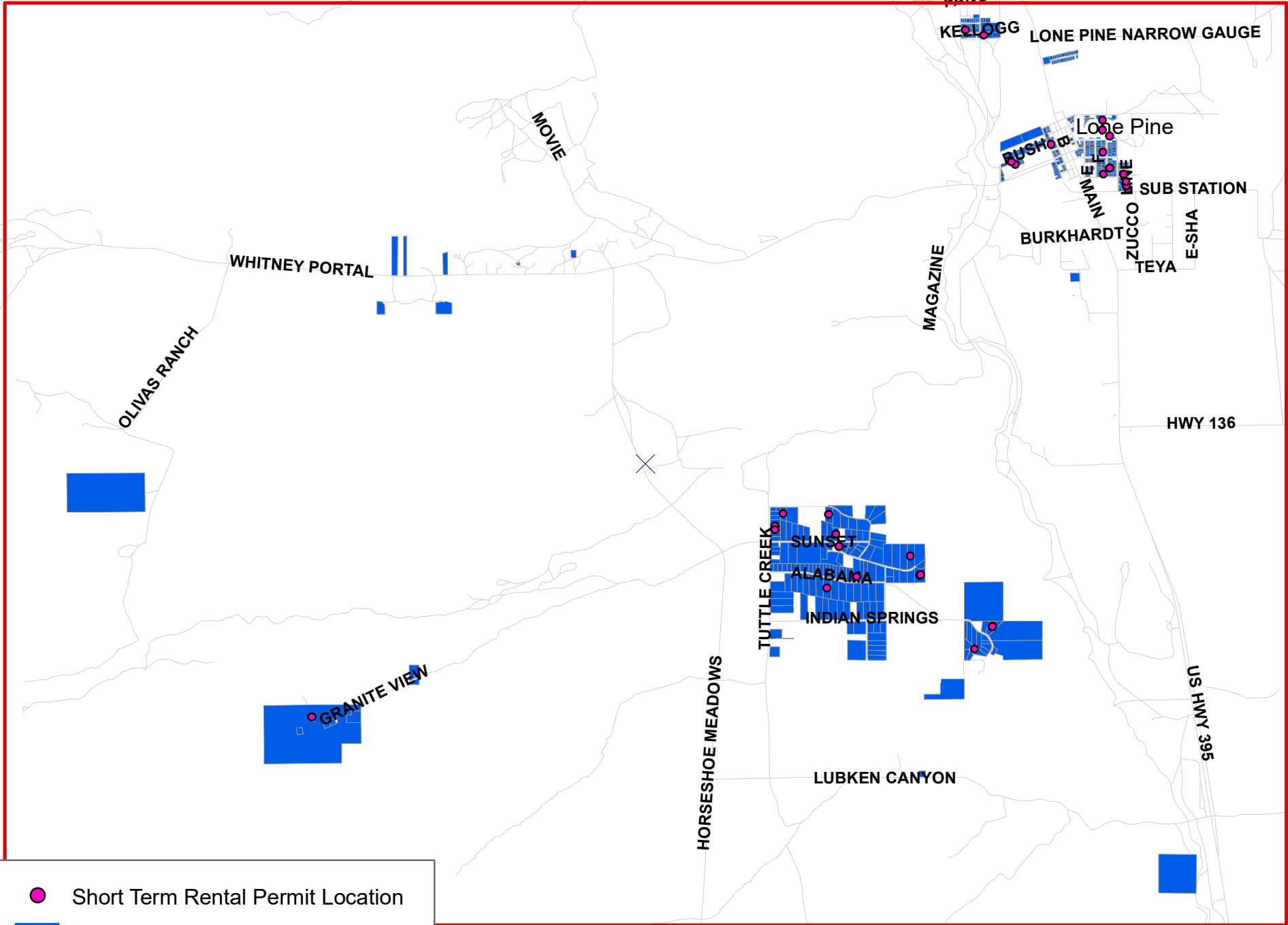






● Short Term Rental Permit Location

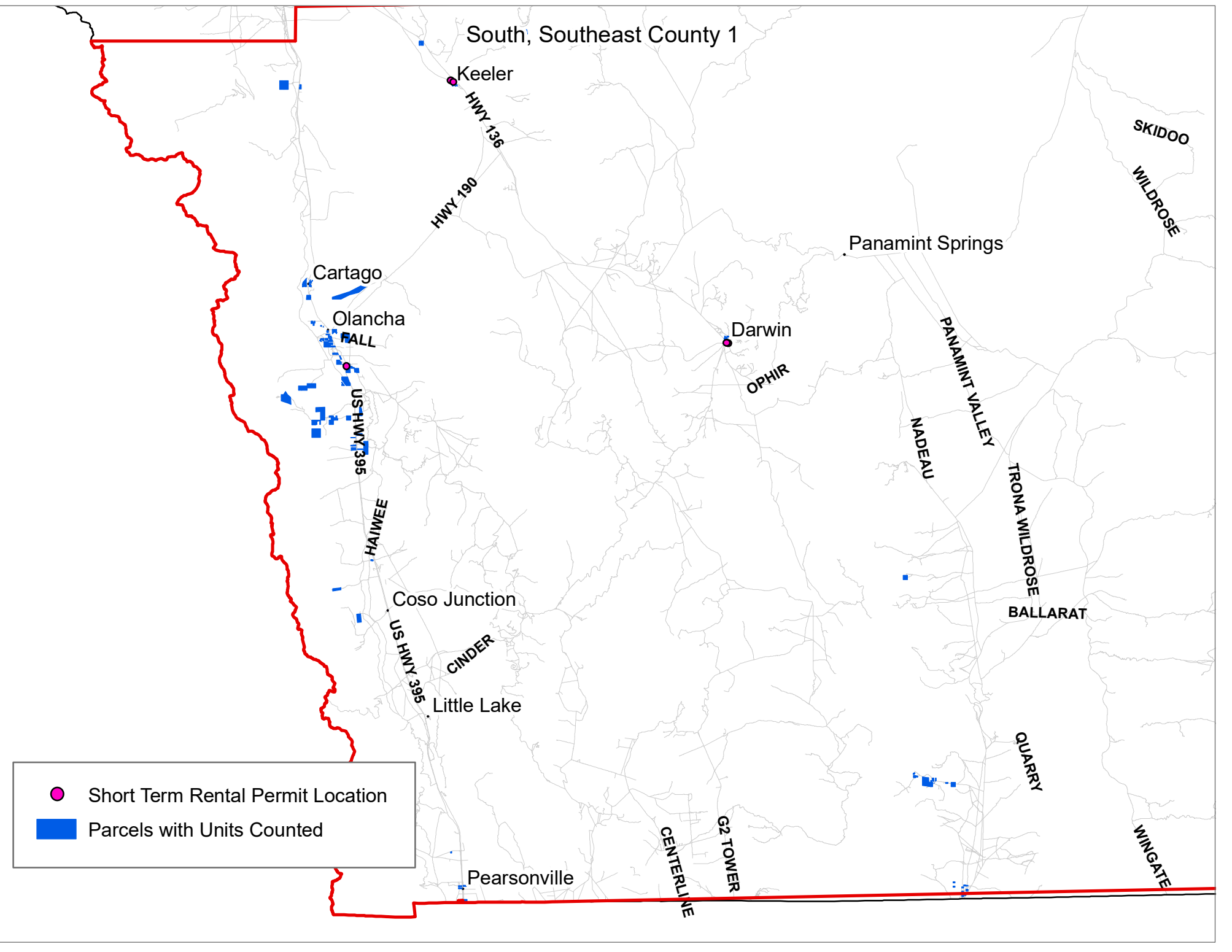
■ Parcels with Units Counted

Lone Pine, Alabama Hills, Pangborn, Granite View



	Short Term Rental Permit Location
	Parcels with Units Counted

South, Southeast County 1



● Short Term Rental Permit Location
■ Parcels with Units Counted

South, Southeast County 2

