



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA

Board of Supervisors Room - County Administrative Center

224 North Edwards, Independence, California

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. (2) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (3) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

REGULAR MEETING

July 22, 2025

8:30 AM

- 1) **Public Comment on Closed Session Item(s)**
Comments may be time-limited

CLOSED SESSION

- 2) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich.

OPEN SESSION

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

- 10 A.M.**
- 3) Pledge of Allegiance**
 - 4) Report on Closed Session as Required by Law**
 - 5) Introductions** - The following new employees will be introduced to the Board:
 - **District Attorney** - Senior Deputy District Attorney Brad Braaten
 - **Public Works** - Building and Maintenance Worker Michael DeHaven
 - **Sheriff's Office** - Cook Rebecca Avila and Correctional Officer Julio Gonzalez
 - 6) Public Comment**
Comments may be time-limited
 - 7) County Department Reports**

CONSENT AGENDA

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

- 8) Approval of Minutes from the July 8, 2025 Board of Supervisors Meeting**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Approve the minutes from the Board of Supervisors meeting of July 8, 2025.
- 9) Appointments to Emergency Medical Care Committee (EMCC)**
Health & Human Services - EMCC | Anna Scott

Recommended Action:
Approve the following appointments to the Emergency Medical Care Committee (EMCC): Michael Metcalf to represent Olancha-Cartago Fire Department for an unexpired term ending December 31, 2025; and Rob De Forrest to represent Southern Inyo Hospital District for an unexpired term ending December 31, 2026.
- 10) Request to Reserve Independence Creek Campground**
Public Works | Jorge Briceno

Recommended Action:
Approve a request from Mr. David Barasch to reserve all campsites at Independence Creek Campground, from September 5, 2025 through September 7, 2025.

11) Award of Contract for Consolidated Slurry Seal Projects

Public Works | Michael Errante

Recommended Action:

- A) Award the contract for the Consolidated Slurry Seal Projects to American Asphalt South, Inc. of Riverside, CA as the successful bidder;
- B) Approve the construction contract between the County of Inyo and American Asphalt South, Inc. of Riverside, CA in the amount of \$971,471.65, and authorize the Chairperson to sign; and
- C) Authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

12) Appointments to County Service Area No. 2 Advisory Committee

Public Works | Michael Errante

Recommended Action:

Consider two Letters of Interest received for two vacancies on the County Service Area No. 2 Advisory Committee, and appoint the two individuals - Mr. Scott McKenzie and Mr. David Tanksley - to four-year terms ending July 22, 2029.

13) Appointment to Inyo County Water Commission

Water Department | Holly Alpert

Recommended Action:

Consider the Letter of Interest received for appointment to the Water Commission from Mr. Matt Kingsley and appoint him to an unexpired four-year term ending December 31, 2027.

REGULAR AGENDA

14) Memorandum of Understanding with Kern County for Adoption Services

Health & Human Services - Social Services | Morningstar Willis-Wagoner
2 minutes

Recommended Action:

Ratify and approve the Memorandum of Understanding (MOU) with Kern County for provision of Adoptions Services for the period July 1, 2025 through June 30, 2030, and authorize the Chairperson to sign the MOU.

15) Contract with North American Mental Health Services for Provision of Mental Health Services via Tele-Psychiatry

Health & Human Services - Behavioral Health | Anna Scott
2 minutes

Recommended Action:

- A) Declare North American Mental Health Services of Redding, California a sole-source provider of mental health tele-psychiatry services;

- B) Ratify and approve the contract between the County of Inyo and North American Mental Health Services of Redding, CA for the provision of mental health tele-psychiatry services in an amount not to exceed \$190,800 for the period of July 1, 2025 through June 30, 2026, contingent upon the Board's approval of the Fiscal Year 2025-2026 Budget; and
- C) Authorize the Chairperson to sign the contract and Business Associate Agreement.

16) Presentation on Proposed Independence Memorial Park Honoring Major General John Singlaub and Captain James Birchim

Board of Supervisors | Don Bright, Independence Civic Club Singlaub Committee and Rick Estes, Special Operations Association
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action:

- A) Receive a presentation from an interested citizen group regarding the concept of converting the undeveloped southwest corner of the Inyo County Courthouse campus to a proposed Independence Memorial Park honoring military Veterans including Major General John Singlaub and Captain James Birchim; and
- B) Provide direction and feedback as appropriate.

17) Ordinance Designating Fire Hazard Severity Zones in Local Responsibility Areas of Unincorporated Inyo County

County Administrator - Emergency Services | Kristen Pfeiler
15 minutes (5min. Presentation / 10min. Discussion)

Recommended Action:

Waive further reading of a proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Designating Fire Hazard Severity Zones (FHSZ)," and schedule enactment for August 5, 2025 in the Board of Supervisors Chambers, 224 N. Edwards St., Independence.

18) Fiscal Year 2025-2026 Lower Owens River Project Work Plan, Budget, and Schedule

Water Department | Holly Alpert
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

Adopt the 2025-2026 Fiscal Year Lower Owens River Project Work Plan, Budget, and Schedule.

19) Selection of a Vice Chair for the Board of Supervisors

Board of Supervisors | Nate Greenberg
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

Appoint Supervisor Orrill to serve as Vice Chair of the Board of Supervisors for the remainder of calendar year 2025, and direct and approve any other changes as appropriate.

ADDITIONAL PUBLIC COMMENT & REPORTS

20) Public Comment

Comments may be time-limited

21) Board Member and Staff Reports

Receive updates on recent or upcoming meetings and projects



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COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 22, 2025

Reference ID:
2025-532

Approval of Minutes from the July 8, 2025 Board of Supervisors Meeting

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the Board of Supervisors meeting of July 8, 2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may request changes or edits, or decline to approve but the latter option is not recommended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Hayley Carter
Darcy Israel

Created/Initiated - 7/10/2025
Final Approval - 7/14/2025

ATTACHMENTS:

1. Draft July 8, 2025 Minutes

MINUTES



County of Inyo Board of Supervisors

July 8, 2025

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:32 a.m., on July 8, 2025, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Scott Marcellin, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel.

***Closed Session
Public Comment***

The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.

Closed Session

Chairperson Marcellin recessed open session at 8:33 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich; No. 3 **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): 1 case; and No. 4 **Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Name of case: *Christy Arsenith, etc., et al. v J-M Manufacturing, Inc., etc., et al.* Case No.: 24CV089313.

Open Session

Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 10:06 a.m. with all Board members present.

Pledge of Allegiance

Supervisor Wadelton led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item Nos. 2 through 4 and said that no action was taken during Closed Session that is required to be reported. Vallejo said the Board would reconvene in Closed Session later in the meeting.

Employee Service Milestones –

The Board of Supervisors recognized the following employees who reached service milestones during the second quarter of 2025, many of whom were in attendance to receive their commemorative pins:

- Penni Brown, 15 years – Probation
- Alejandro Quezada, 10 years – Probation
- Jill Patton, 15 years – Sheriff
- Shayla Brown, 15 years – Sheriff
- Ryan Reuther, 10 years – Sheriff
- Robin Henry, 5 years – Sheriff
- Skye Milos, 15 years – Health & Human Services
- Colleen Wilson, 5 years – Health & Human Services
- Denver Billing, 5 years – Information Services.

Public Comment

The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley, Oscar Maciel, and Warren Allsup.

Supervisor Roeser took a moment to introduce Regional CHP Commander Cameron Broyles, who was in attendance and shared a little about himself.

County Department Reports

Public Works Director Mike Errante provided updates on current road improvement efforts and highlighted the recent award of a \$197,000 Caltrans Sustainable Transportation Planning Grant.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve the minutes from the regular Board of Supervisors meeting of June 24, 2025. Motion carried unanimously.

CAO – The Ferguson Group Contract Amendment No. 5

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to ratify and approve Amendment No. 5 to the contract between The Ferguson Group, LLC and the County of Inyo for provision of Federal Advocacy Services, extending the term from July 1, 2025 to June 30, 2027 in an amount not to exceed \$123,000, contingent upon Board approval of future budgets, and authorize the County Administrator to sign. Motion carried unanimously.

CAO-Risk – Angelo, Kilday & Kilduff, LLP Contract

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve the contract between the County of Inyo and Angelo, Kilday & Kilduff, LLP, of Sacramento, CA for the provision of legal services in an amount not to exceed \$75,000 for the period of June 11, 2025 through June 30, 2027, contingent upon the Board's approval of future budgets or Fiscal Years 2025-2026 and 2026-2027 and authorize the Chairperson to sign. Motion carried unanimously.

HHS-Behavioral Health – MHSA Plan Update

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve the Mental Health Services Act (MHSA) 2025-2026 Annual Update in order to access funds under the approved MHSA Agreement, and authorize the HHS Director, as the County's Mental Health Director, to sign. Motion carried unanimously.

Public Works – Hunt Propane Contract

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to ratify and approve the contract between the County of Inyo and Hunt Propane of Bishop, CA for the provision of liquified propane gas in an amount not to exceed \$600,000 for the period of July 1, 2025 through June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

Public Works-Road Department – LSC Transportation Planning Consultants, Inc. Contract Amendment No. 1

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to ratify and approve Amendment No. 1 to the contract between the County of Inyo and LSC Transportation Planning Consultants, Inc. of Tahoe City, CA, for the provision of on-call transportation planning services in an amount of \$53,270, with a contract not-to-exceed amount of \$81,270 for the period of July 30, 2024 through June 30, 2026, contingent upon the Board's approval of the Fiscal Year 2025-2026 Budget, and authorize the Chairperson to sign. Motion carried unanimously.

Item Pulled: Planning Department – Big Pine Petroleum Zone Reclass/Ord. 1321 & General Plan Redesignation/Reso. # 2025-26

The following agenda item was pulled from the agenda to be discussed at a future meeting:

10 A.M. 16) Public Hearing on Proposed Ordinance Adopting Zone Reclassification 2024-03/Big Pine Petroleum and Proposed Resolution General Plan Amendment 2024-03/Big Pine Petroleum

Planning Department | Danielle Visuano
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action:

- A) Receive presentation from staff on Zone Reclassification (ZR) 2024-03/Big Pine Petroleum and General Plan Amendment (GPA) 2024-03/Big Pine Petroleum ("Projects");
- B) Conduct a public hearing for the 8,957 square-foot parcel as depicted on Tentative Parcel Map 431 as Parcel 1, located at 190 N. Main Street, Big Pine (APN: 004-032-01), on the following actions:
 - A proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2024-03/Big Pine

Petroleum and Amending the Zoning Map of the County of Inyo to Reflect This Reclassification," and enact said ordinance; and

- A proposed resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Certifying that the Provisions of the California Environmental Quality Act (CEQA) Have Been Met and Making Certain Findings with Respect to and Approving General Plan Amendment No. 2024-03/Big Pine Petroleum" changing the General Plan designation from Central Business District (CBD) to Residential Medium High (RMH) to best match the requested zoning and current land uses on the property; and

- C) Make all required findings pertaining to both Projects as listed in the staff report; and
- D) Certify the provisions of the California Environmental Quality Act as to both Projects have been met.

*Item Pulled:
County Counsel –
Inyo County
Groundwater Transfer
Ordinance Modification*

The following agenda item was pulled from the agenda to be discussed at a future meeting:

17) Modification of the Inyo County Groundwater Transfer Ordinance

County Counsel | John Vallejo
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

- A) Waive further reading of Ordinance 1320 titled, "An Ordinance of the Inyo County Board of Supervisors Adding Chapter 7.02 of the Inyo County Code to Regulate the Transfer or Transport of Water from Groundwater Basins Located Wholly or Partially Within Inyo County, and Suspending Inyo County Ordinance No. 1004 (Chapter 18.77 of the Inyo County Code);"
- B) Set enactment for July 22, 2025 in the County Administrative Center, 224 N. Edwards, Independence;
- C) Approve Resolution No. 2025-27 titled, "A Resolution of the Inyo County Board of Supervisors Modifying Resolution 99-43 to Expand the Water Commission's Duties and Authority to Include Reviewing and Deciding Upon Applications For A Water Transfer or Transport Permit Pursuant to Ordinance 1320," and authorize the Chairperson to sign; and
- D) Determine that these actions are exempt from the California Environmental Quality Act pursuant to 14 Cal. Code Regs., §§ 15061(b)(3), 15307, and 15308.

*CAO-Emergency
Services –
40 Acres Community
Wildfire Protection Plan
Workshop & Reso
#2025-28*

County Wildfire Preparedness Coordinator Kristen Pfeiler provided a presentation on the 40 Acres Community Wildfire Protection Plan and answered Board member questions.

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve Resolution No. 2025-28 titled, "A Resolution of the Board of Supervisors of the County of Inyo Supporting the 40 Acres Community Wildfire Protection Plan," and authorize the Chairperson to sign. Motion carried unanimously.

*Board of Supervisors –
2025-2026 Board
Budget Narrative*

Assistant Clerk of the Board Israel introduced the item, outlined the purpose of the Board narrative, and invited feedback on a draft highlighting departmental accomplishments from the past fiscal year and outlining goals for the year ahead.

The Board discussed the narrative and requested staff make the following changes to the goals section: include mention of all departments in bullet point #2 and add a third bullet point regarding continued meetings with and support of constituents.

*Board of Supervisors –
NACo Voting Delegate
Appointment*

Moved by Supervisor Griffiths and seconded by Supervisor Wadelton to appoint Supervisor Orrill as a voting delegate for the 2024 Annual Business Meeting and Election to be held during the National Association of Counties' 90th Annual Conference in Philadelphia, PA on

Monday, July 14, 2025. Motion carried unanimously.

Public Comment

Chairperson Marcellin asked for public comment related to items not calendared on the agenda and comment was received from Warren Allsup.

Recess/Reconvene

The Chairperson recessed the meeting to return to closed session at 11:30 a.m. and reconvened the meeting at 1:31 p.m. with all Board members present.

***Ag. Commissioner –
Wildlife Services
Workshop***

Agricultural Commissioner Nate Reade introduced State Director Jeff Flores and District Supervisor Barry Lowery, both representing the U.S. Department of Agriculture's Animal and Plant Health Inspection Service (APHIS) and conducted a workshop on the USDA Wildlife Services program.

Reade provided an overview of USDA-supported services currently implemented statewide and Flores explained more about the typically nonlethal methods utilized when managing human-wildlife conflicts. Reade outlined benefits for Inyo and Mono counties - such as reducing potential wolf-agriculture tensions, supporting Sage Grouse conservation, addressing nuisance wildlife, expanding public outreach, and improving disease monitoring, all in collaboration with Fish and Wildlife. He added that a cooperative agreement with the USDA could enable both counties to share costs while tailoring services to meet their specific needs. Reade, Flores, and Lowery then responded to questions from the Board.

Public comment was received from Warren Allsup.

The Board collectively agreed to move forward with drafting a cost-sharing agreement with Mono County and instructed staff to initiate public outreach efforts and collaborate with USDA staff to develop a tailored scope of work for Inyo County.

Public Comment

Chairperson Marcellin asked for public comment related to items not calendared on the agenda and there was no one wishing to speak.

***Report on Closed
Session***

County Counsel Vallejo reported that no action was taken during Closed Session that is required by law to be reported.

***Board Member & Staff
Reports***

Supervisor Roeser said that she attended Board meetings of the Rural County Representatives of California and the Great Basin Unified Air Pollution Control District (GBUAPCD), along with a tour of the Devils Garden Wild Horse Corrals. She requested staff arrange a municipal services review workshop, as well as the exploration of a possible consolidated countywide dispatch center and expressed appreciation to CAO Greenberg and Assistant Clerk of the Board Darcy Israel for preparing a letter in support of protecting public lands.

Supervisors voiced unified support for a municipal services review workshop.

Supervisor Wadelton reported attending meetings with local community service districts, the Owens Valley Groundwater Authority (OVGA), and the Great Basin Unified Air Pollution Control District. Wadelton said he attended the 4th of July celebration in Independence and noted that the Badwater Marathon is currently underway. He will be traveling next week to Death Valley then to Sacramento for Module III of the California State Association of Counties New Supervisors Institute.

Supervisor Orrill said she attended meetings of the Eastern Sierra Council of Governments (ESCOG), the OVGA, and Sheriff Rennie's POST Executive certification ceremony. Orrill said she will be traveling to Philadelphia next week for the National Association of Counties Annual Conference.

Supervisor Griffiths said he attended the ESCOG meeting and a meeting of the Eastern Sierra Transit Authority Board of Directors and celebrated 4th of July in Bishop. Griffiths said he will attend the NACo Conference in Philadelphia then travel to Sacramento to teach at the CSAC Institute.

CAO Greenberg reported ongoing collaboration with the Budget team in preparation for the August 6 Budget Workshop, said he intends to reach out to Planning Director Cathreen Richards to bring a municipal services review workshop back to the Board, and recently met with Supervisor Roeser to address concerns about the Bishop Creek Wastewater Plant. In addition, Greenberg noted upcoming meetings with Stacy Corless and Laura Beardsley, ESCOG, the review committee for a new Recreation Coordinator, and his planned participation in Health & Human Services' All Staff Day this Friday.

Supervisor Marcellin said he attended Sheriff Rennie's certification ceremony, highlighting it as a first for an Inyo Sheriff and commending her focus on training and leadership. He shared updates from the OVGA and GBUAPCD meetings and encouraged the Lone Pine Paiute-Shoshone Tribe to rejoin groundwater discussions. He also thanked the Junior Livestock Show and Auction instructors and participants for their dedication.

Adjournment

The Chairperson adjourned the meeting at 2:53 p.m. to 8:30 a.m. Tuesday, July 22, 2025, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by:

Darcy Israel, Assistant



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 22, 2025

Reference ID:
2025-470

Appointments to Emergency Medical Care Committee (EMCC)

Health & Human Services - EMCC

ACTION REQUIRED

ITEM SUBMITTED BY

Melissa Witting, Assistant to the HHS Director

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve the following appointments to the Emergency Medical Care Committee (EMCC):

A) Michael Metcalf to represent Olancho-Cartago Fire Department for an unexpired term ending December 31, 2025; and

B) Rob Deforrest to represent Southern Inyo Hospital District for an unexpired term ending December 31, 2026.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Emergency Medical Care Committee (EMCC) was established to review and report on ambulance service operations, the available emergency medical care, and the first-aid practices in Inyo County. The EMCC is comprised of 13 members: 10 are designated by the member agencies and there are three at-large members. According to the EMCC by-laws, representatives from the member agencies are required to submit notification of their desire to represent the agency and your Board makes the final appointment. At-Large positions are advertised through a Notice of Vacancy.

Current committee member, Jeff Mills, Olancho Cartago Fire Department Chief, is resigning from his seat on the EMCC and has designated Michael Metcalf of the Olancho Cartago Fire Department to replace him as an appointed committee member for the unexpired term ending December 31, 2026.

Southern Inyo Hospital has designated Rob Deforrest as a representative of the Southern Inyo Hospital District to replace Peter Spiers for the unexpired term ending December 31, 2026.

The Health and Human Services Department would like to thank Chief Mills and Mr. Spiers for their service on the Emergency Medical Care Committee.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Should the appointments not be approved, the EMCC would have two vacant agency-represented positions.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Bishop Fire Department, Sierra Life Flight ground and air operations, Northern Inyo Healthcare District, Inland Counties Emergency Management Agency (ICEMA), Big Pine Volunteer Fire Department, Southern Inyo Fire Protection District, Independence Volunteer Fire Department, Olancho-Cartago Volunteer Fire Department, Lone Pine Volunteer Fire Department, and Southern Inyo Hospital District.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services
High Quality Services | Public Safety and Emergency Response

APPROVALS:

Melissa Witting	Created/Initiated - 6/10/2025
Darcy Israel	Approved - 6/10/2025
Melissa Witting	Approved - 7/2/2025
Melissa Best-Baker	Approved - 7/2/2025
Gina Ellis	Approved - 7/2/2025
Anna Scott	Approved - 7/9/2025
John Vallejo	Approved - 7/14/2025
Keri Oney	Approved - 7/14/2025
Nate Greenberg	Final Approval - 7/14/2025

ATTACHMENTS:

1. Michael Metcalf - EMCC
2. Rob Deforrest - EMCC

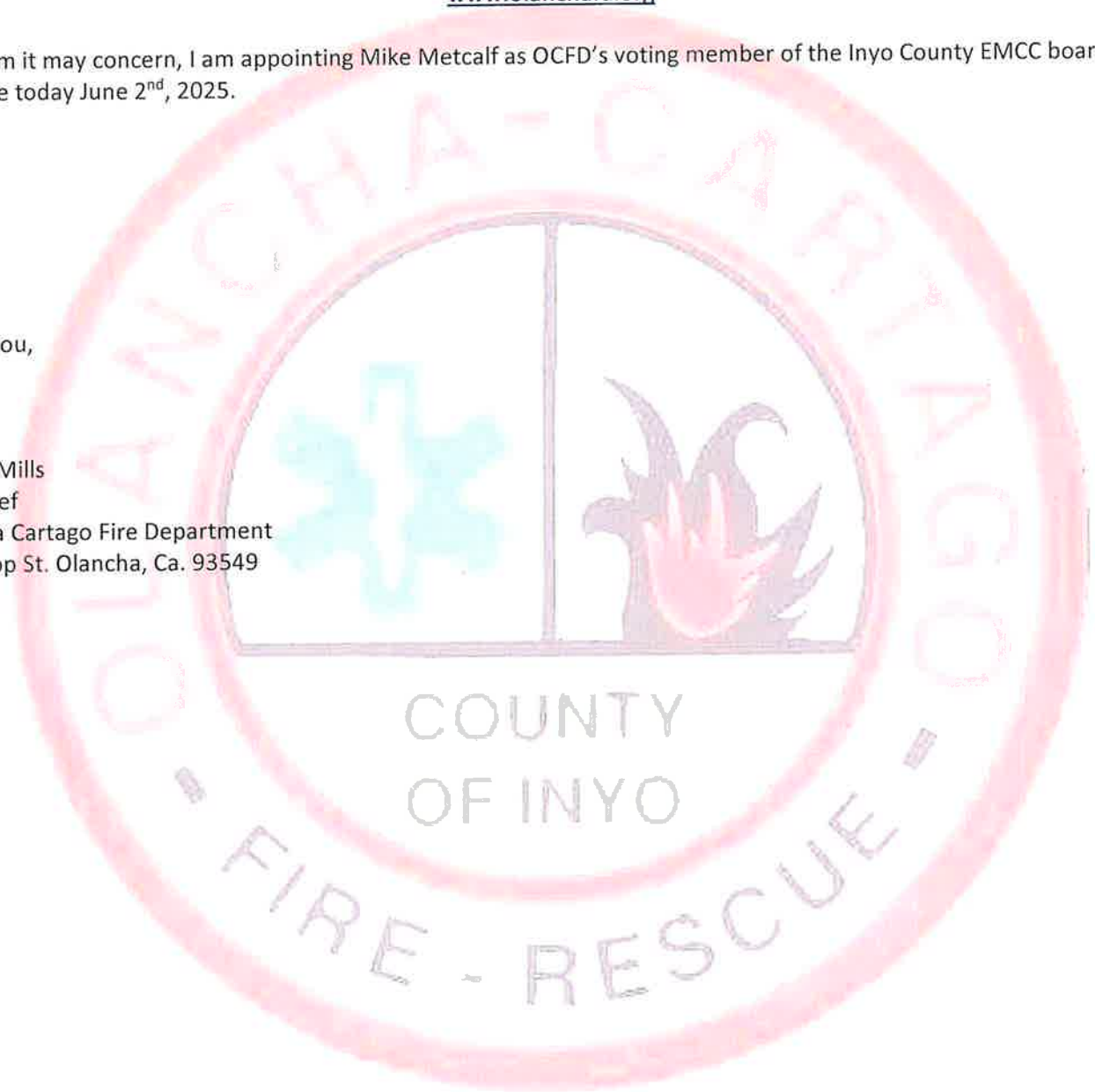


Olancho Cartago Fire Department
689 Shop St. / PO Box 64 Olancho, Ca. 93549
(760) 764-2370
www.olanchafd.org

To whom it may concern, I am appointing Mike Metcalf as OCFD's voting member of the Inyo County EMCC board.
Effective today June 2nd, 2025.

Thank you,

Jeffrey Mills
Fire Chief
Olancho Cartago Fire Department
689 Shop St. Olancho, Ca. 93549



Re: Inyo EMCC (non-secure)



Kelli Davis <kdavis@sihd.org>

To  Melissa Witting



You replied to this message on 6/9/2025 11:52 AM.

If there are problems with how this message is displayed, [click here to view it in a web browser](#).

[Click here to download pictures](#). To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Hi Melissa,

Please add Rob De Forrest as the member to vote.

Respectfully,

Kelli Davis

Interim CEO

(760)574-8918



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DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 22, 2025

Reference ID:
2025-515

Request to Reserve Independence Creek Campground Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Jorge Briceno, Parks & Recreation Manager

ITEM PRESENTED BY

Jorge Briceno, Parks & Recreation Manager

RECOMMENDED ACTION:

Approve a request from Mr. David Barasch to reserve all campsites at Independence Creek Campground, from September 5, 2025 through September 7, 2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Parks and Recreation department has received a request from a local community member, and Inyo County employee, to reserve the entire Independence Creek Campground from September 5, 2025 to September 7, 2025. The campground reservation is for a wedding in which the group has also reserved the kitchen at Dehy Park for this event. The group has confirmed that they will be renting extra port-o-potties and dumpsters for their event. Expected attendance is 100 people. This event does not coincide with any other scheduled events and poses no other issues for Inyo County Parks and Recreation.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	076917
Budgeted?	No	Object Code	4788
Recurrence	One-Time Revenue	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
This will generate \$1,200.00 in revenue for the parks budget in Fiscal Year 2025-2026
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board is under no obligation to approve the request to reserve Independence Creek Campground. If the request is not granted, the member from the public is free to use the conventional reservation system.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Quality Parks and Recreation Amenitiies

APPROVALS:

Jorge Briceno	Created/Initiated - 6/23/2025
Darcy Israel	Approved - 6/24/2025
Jorge Briceno	Approved - 6/24/2025
Cap Aubrey	Approved - 6/25/2025
Teresa Elliott	Approved - 6/25/2025
Keri Oney	Approved - 6/26/2025
John Vallejo	Approved - 6/26/2025
Amy Shepherd	Approved - 6/30/2025
Nate Greenberg	Final Approval - 7/14/2025

ATTACHMENTS:



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 22, 2025

Reference ID:
2025-479

Award of Contract for Consolidated Slurry Seal Projects Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

- A) Award the contract for the Consolidated Slurry Seal Projects to American Asphalt South, Inc. of Riverside, CA as the successful bidder;
- B) Approve the construction contract between the County of Inyo and American Asphalt South, Inc. of Riverside, CA in the amount of \$971,471.65, and authorize the Chairperson to sign; and
- C) Authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

BACKGROUND / SUMMARY / JUSTIFICATION:

The roads in Inyo County require ongoing preventative and restorative treatments, to prevent a complete loss of utility. Public Works went out to bid for consolidated slurry seal projects and received the following bids on June 19:

American Asphalt South, Inc.	\$971,471.65
VSS International, Inc.	\$1,003,211.00
Doolittle Construction, LLC	\$1,058,000.00
Roy Allan Slurry Seal, Inc.	\$1,166,353.67
Pavement Coatings Co.	\$1,262,351.00

A Notice of Exemption was recorded for this project on June 11, 2025, pursuant to the California Environmental Quality Act.

FISCAL IMPACT:

Funding Source	Non-General Fund / Road	Budget Unit	034600
Budgeted?	Yes; included in the Fiscal Year 25-26 Preliminary Budget	Object Code	5700
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$1,200,000 in Fiscal Year 2025-2026 as a programmed project under the preliminary budget, along with the board adopted RMRA approved project list.

Future Fiscal Year Impacts

N/A

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

The Board could choose not to award the Consolidated Slurry Seal Projects to the selected bidder. This is not recommended as the roads reflected in the bid scope-of-work will not receive the slurry seal treatment, and they will continue to degrade.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Supporting Infrastructure Improvements

APPROVALS:

Greg Waters	Created/Initiated - 6/27/2025
Darcy Israel	Approved - 6/27/2025
Ashley Helms	Approved - 7/8/2025
Keri Oney	Approved - 7/10/2025
John Vallejo	Approved - 7/14/2025
Amy Shepherd	Approved - 7/15/2025
Michael Errante	Approved - 7/15/2025
Nate Greenberg	Final Approval - 7/15/2025

ATTACHMENTS:

1. Recorded Notice of Exemption
2. Consolidated Slurry Seal Bids
3. American Asphalt South Contract



INYO COUNTY CLERK
CEQA FILING COVER SHEET

Filed in County Clerk's Office
County of Inyo County

Danielle M. Sexton
Clerk-Recorder

14-06112025-021

06/11/2025
10:02 AM

Pages: 2

Fees: \$0.00

DocType: CEQA
jortega



THIS SPACE FOR CLERK'S USE ONLY

Complete and attach this form to each CEQA Notice filed with the County Clerk
TYPE OF PRINT CLEARLY

Consolidated Slurry Seal Projects

Check Document being Filed:

- ☐ Environmental Impact Report (EIR)
- ☐ Mitigated Negative Declaration (MND) or Negative Declaration (ND)
- ☒ Notice of Exemption (NOE)
- ☐ Other (Please fill in type):

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Inyo

168 N Edwards St

Independence, CA 93526

From: (Public Agency): Inyo County Public Works

168 N Edwards St

Independence, CA 93526

(Address)

Project Title: Consolidated Slurry Seal Projects

Project Applicant: Greg Waters, Inyo County Public Works

Project Location - Specific:

Multiple Locations in Inyo County (Diaz Lake Park, Entire Town of Independence, West Bishop, Lazy A/Dixon Lane, Airport Road, Van Loon Lane)

Project Location - City: _____ Project Location - County: Inyo

Description of Nature, Purpose and Beneficiaries of Project:

Apply a slurry seal coating to existing asphalt pavement surfaces in multiple locations to preserve the existing pavement.

Name of Public Agency Approving Project: Inyo County Public Works, Independence, CA 93526

Name of Person or Agency Carrying Out Project: Inyo County Public Works - Road Department

Exempt Status: **(check one):**

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☒ Categorical Exemption. State type and section number: 15301 (c) existing roads

☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The project only involves the topical application of slurry seal to the existing road, and does not increase the footprint.

Lead Agency

Contact Person: Greg Waters

Area Code/Telephone/Extension: 760.878.0091

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Greg S. Waters Date: 6-11-2025 Title: Senior Civil Engineer

☒ Signed by Lead Agency ☒ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Consolidated Slurry Seal Projects
Bid Results
June 19th, 2025 2:00 PM

				American Asphalt South, Inc.		VSS International, Inc.		Doolittle Construction LLC		Roy Allan Slurry Seal, Inc.		Pavement Coatings, Co.	
Line Item	Description	Quantity	U/M	Unit Costs	Line Total	Unit Costs	Line Total	Unit Costs	Line Total	Unit Costs	Line Total	Unit Costs	Line Total
Stand Alone													
1	Mobilization	1	LS	\$37,000.00	\$37,000.00	\$100,000.00	\$100,000.00	\$81,585.00	\$81,585.00	\$38,400.00	\$38,400.00	\$64,000.00	\$64,000.00
2	Town of Independence (Stand Alone)	1941	TONS	\$279.15	\$541,830.15	\$312.00	\$605,592.00	\$295.00	\$572,595.00	\$348.25	\$675,953.25	\$372.00	\$722,052.00
3	West Bishop & East line Street Areas (Stand Alone)	639	TONS	\$283.50	\$181,156.50	\$382.00	\$244,098.00	\$305.00	\$194,895.00	\$324.18	\$207,151.02	\$395.00	\$252,405.00
4	Lazy A & Dixon Lane Areas (Stand Alone)	535	TONS	\$283.50	\$151,672.50	\$409.00	\$218,815.00	\$305.00	\$163,175.00	\$326.38	\$174,613.30	\$394.00	\$210,790.00
5	Diaz Lake Parking Areas (Stand Alone)	150	TONS	\$398.75	\$59,812.50	\$855.00	\$128,250.00	\$305.00	\$45,750.00	\$468.24	\$70,236.00	\$486.00	\$72,900.00
Combined													
1	Mobilization	1	LS	\$37,000.00	\$37,000.00	\$99,785.50	\$99,785.50	\$81,585.00	\$81,585.00	\$38,400.00	\$38,400.00	\$167,500.00	\$167,500.00
2	Town of Independence	1941	TONS	\$279.15	\$541,830.15	\$276.70	\$537,074.70	\$295.00	\$572,595.00	\$348.25	\$675,953.25	\$336.00	\$652,176.00
3	West Bishop & East line Street Areas	639	TONS	\$283.50	\$181,156.50	\$276.70	\$176,811.30	\$305.00	\$194,895.00	\$324.18	\$207,151.02	\$325.00	\$207,675.00
4	Lazy A & Dixon Lane Areas	535	TONS	\$283.50	\$151,672.50	\$276.70	\$148,034.50	\$305.00	\$163,175.00	\$326.38	\$174,613.30	\$340.00	\$181,900.00
5	Diaz Lake Parking Areas	150	TONS	\$398.75	\$59,812.50	\$276.70	\$41,505.00	\$305.00	\$45,750.00	\$468.24	\$70,236.00	\$354.00	\$53,100.00
	Combined Total				\$971,471.65		\$1,003,211.00		\$1,058,000.00		\$1,166,353.57		\$1,262,351.00

CONTRACT BETWEEN COUNTY OF INYO

AND American Asphalt South, Inc.

FOR THE Consolidated Slurry Seal PROJECT

INTRODUCTION

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, Wednesday, July 22, 2025, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and American Asphalt South, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of Consolidated Slurry SealPROJECT (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

TERMS AND CONDITIONS

1. SERVICES TO BE PERFORMED.

CONTRACTOR shall furnish, at his/her ownexpense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the any and all Contract Documents specified within section 4 of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for the Consolidated Slurry Seal PROJECT.

2. TIME OF COMPLETION.

Project work shall begin within 14 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions or Scope of Work Attachment. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions or Scope of Work Attachment.

3. PAYMENT/CONSIDERATION.

For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: \$971,471.65, adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN.

CONTRACTOR and COUNTY agree that this Contract shall include and consist of (collectively “the Contract Documents”):

- The Bid Package, including but not limited to Bid Proposal Forms
- The Bid Bond
- The Faithful Performance Bond
- The Labor and Materials Payment Bond
- Insurance Specifications
- All documents as described in Section 5-1.02, “Definitions,” of the Standard Specifications of the Inyo County Public Works Department, dated May 2020
- The Standard Specifications of the Inyo County Public Works Department, dated May 2020
- The Special Provisions concerning this Project including the Appendices, the Specifications, and the Plans, if applicable, or the Scope of Work Attachment
- Any and all amendments or changes to any of the above-listed documents including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

All Contract Documents are attached hereto by reference.

5. STANDARD OF PERFORMANCE.

Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon there presentations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor’s profession and/or trade.

6. INDEPENDENT CONTRACTOR.

Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which

Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. ASSIGNMENT AND SUBCONTRACTING.

The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. Minimum Insurance Requirements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

8.1. Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

8.2. Automobile Liability

Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. (*Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.*)

8.3. 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.

8.4. Contractor's Pollution Legal Liability

Contractor's Pollution Legal Liability and/or Asbestos Legal Liability with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

8.5. Contractor Broader Coverage

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.

8.6. OTHER INSURANCE PROVISIONS

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

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

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo 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.

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

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, includes, but not limited to, primary and noncontributory, 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.

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. The 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 the 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 SIE/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 ALAE, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

- A. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of 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. **All certificates and endorsements and copies of all 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.

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.

9. INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

10. POLITICAL REFORM ACT.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

11. COMPLIANCE WITH ALL LAWS.

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

A. Safety Training:

- 1. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

2. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and
3. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

B. Child, Family and Spousal Support reporting Obligations:

1. i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

C. Nondiscrimination:

1. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.
2. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.
- 3.

12. LICENSES.

Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.

13. PREVAILING WAGE.

Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

14. CONTROLLING LAW VENUE.

This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

15. WRITTEN NOTIFICATION.

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo

Public Works Department

Attn: Greg Waters

168 N. Edwards

PO Drawer Q

Independence, CA 93526

If to Contractor: Greg Waters

American Asphalt South, Inc.

PO Drawer Q

Independence, CA 93526

16. AMENDMENTS.

This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

17. WAIVER.

No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

18. TERMINATION.

This Contract may be terminated for the reasons stated below:

- a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract; or
- b. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

19. TIME IS OF THE ESSENCE.

Time is of the essence for every provision.

20. SEVERABILITY.

If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

21. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.

It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

22. ATTACHMENTS.


All attachments referred to are incorporated herein and made a part of this Contract.

23. EXECUTION.

This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

24. ENTIRE AGREEMENT.

This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

<u>COUNTY OF INYO</u>	<u>CONTRACTOR</u>
<hr/>	 <small>jeff petty (Jul 8, 2025 12:23 PDT)</small>
Signature	Signature
<hr/>	jeff petty
Print or Type Name	Print or Type Name
<hr/>	07/08/2025
Date	Date
<hr/>	<hr/>

APPROVED AS TO FORM AND LEGALITY:


John-Carl Vallejo (Jun 27, 2025 10:04 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:


Kortni Warden (Jul 1, 2025 14:31 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


Aaron Holmberg (Jul 1, 2025 15:16 PDT)

County Risk Manager












American Asphalt South Contract

Final Audit Report

2025-07-08

Created:	2025-06-27
By:	Ashley Helms (ahelms@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGGL4YKn0nRVbLy1eSRDFoKR_a_puhnIw

"American Asphalt South Contract" History

-  Document created by Ashley Helms (ahelms@inyocounty.us)
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-  Document emailed to John-Carl Vallejo (jcvallejo@inyocounty.us) for signature
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-  Document emailed to Keri Oney (koney@inyocounty.us) for signature
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2025-07-01 - 9:58:15 PM GMT





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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 22, 2025

Reference ID:
2025-524

Appointments to County Service Area No. 2 Advisory Committee Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Travis Dean, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Consider two Letters of Interest received for two vacancies on the County Service Area No. 2 Advisory Committee, and appoint the two individuals - Mr. Scott McKenzie and Mr. David Tanksley - to four-year terms ending July 22, 2029.

BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board is the appointing authority for the County Service Area No. 2 (CSA2) Advisory Committee. Mr. David Tanksley's and Mr. Scott McKenzie's terms on the Advisory Committee ended on July 6, 2025.

A Notice of Vacancy was published on May 31, 2025. One letter of interest was received by the end of the application period on May 31, 2025, from Mr. Scott McKenzie.

A second Notice of Vacancy was published on June 17, 2025. One letter of interest was received by the end of the application period on June 24, 2025, from Mr. David Tanksley.

Mr. Steven Leach, the only current member of the CSA2 committee, has recommended the re-appointment of Mr. David Tanksley and Mr. Scott McKenzie.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to appoint either of the applicants and re-open the recruitment for the County Service Area No. 2 Advisory Committee, but this is not recommended as we had to advertise two times to get two applicants.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Revitalization Through Effective Planning
Thriving Communities | Community Supporting Infrastructure Improvements
High Quality Services | Improved County Facilities

APPROVALS:

Travis Dean	Created/Initiated - 7/14/2025
Darcy Israel	Approved - 7/14/2025
Travis Dean	Approved - 7/14/2025
Michael Errante	Approved - 7/14/2025
Nate Greenberg	Final Approval - 7/14/2025

ATTACHMENTS:

1. CSA2 Advisory Committee Notices of Vacancy
2. CSA2 Advisory Committee Letter of Interest - McKenzie 2025
3. CSA2 Advisory Committee Letter of Interest - Tanksley 2025
4. CSA2 Committee Recommendation Letter

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:

May 31st,
In the year of 2025

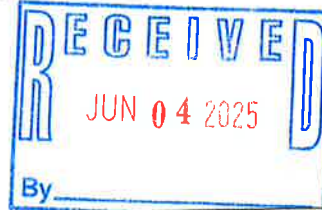
I certify (or declare) under penalty of perjury
that the foregoing is true and correct.

Dated at Bishop, California, on this
2nd Day of June, 2025



Signature

This space is for County Clerk's Filing Stamp



Proof of Publication of Public Notice

NOTICE OF VACANCY COUNTY SERVICE AREA NO. 2 (BISHOP CREEK SEWER) ADVISORY COMMITTEE

NOTICE IS HEREBY GIVEN
that the Inyo County Board of
Supervisors is accepting letters
of interest to fill two (2)
four-year terms on the County
Service Area No. 2 (Bishop
Creek Sewer) Advisory Com-
mittee ending July 6, 2029.

If you own property in the As-
pendell area on the Middle
Fork of Bishop Creek and are
interested in serving on the
County Service Area No. 2
(Bishop Creek Sewer) Advisory
Committee, please submit your
request for appointment to the
Clerk of the Board of the Board
of Supervisors at P.O. Drawer
N, Independence, CA 93526 or
dellis@inyocounty.us. In order
for your request for appoint-
ment to be considered, it must
be received on or before Tues-
day, June 10 at 5 p.m. (IR
05.31, 2025 #22258)

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:

June 17th,
In the year of 2025

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

Dated at Bishop, California, on this
17th Day of June, 2025



Signature

This space is for County Clerk's Filing Stamp



Proof of Publication of Public Notice

NOTICE OF VACANCY COUNTY SERVICE AREA NO. 2 (BISHOP CREEK SEWER) ADVISORY COMMITTEE

NOTICE IS HEREBY GIVEN
that the Inyo County Board of
Supervisors is accepting letters
of interest to fill one (1)
four-year term on the County
Service Area No. 2 (Bishop
Creek Sewer) Advisory Com-
mittee ending July 6, 2029.

If you own property in the As-
pendell area on the Middle
Fork of Bishop Creek and are
interested in serving on the
County Service Area No. 2
(Bishop Creek Sewer) Advisory
Committee, please submit your
request for appointment to the
Clerk of the Board of the Board
of Supervisors at P.O. Drawer
N, Independence, CA 93526 or
dellis@inyocounty.us. In order
for your request for appoint-
ment to be considered, it must
be received on or before
Thursday, June 26 at 5 p.m.
(IR 06.17, 2025 #22276)

June 1, 2025

Dear Inyo County Supervisors,

Please consider this request to fill one of the vacancies on the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee. My name is Scott McKenzie and I own a home at 152 Iris Drive in Aspendell. I am currently a member of the Board of the Aspendell Mutual Water Company and serve as treasurer for that organization. I have owned property in Aspendell dating back to 2004. I have served two previous terms on the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee and am familiar with the responsibilities associated with participation.

Regards,

Scott McKenzie
152 Iris Dr.
Bishop, CA 93514
svmckenzie@gmail.com
714.290.7014

June 24, 2025

Honorable Board of Supervisors

Please consider this request to continue on the CSA-2 Advisory Committee. I appreciate your consideration.

Thank you

David Tanksley

760 937-0761

102 Sage Dr

Bishop CA 93514

TGECons@gmail.com

Travis Dean

From: Steven Leach <leach-5@sbcglobal.net>
Sent: Tuesday, July 8, 2025 7:50 AM
To: Travis Dean
Subject: Re: CSA2 on 7/10/25

Travis,

I recommended the re-appointment of Mr. Dave Tanksley and Mr. Scott McKenzie to the CSA2 advisory board. Their knowledge and past experiences are vital to the ongoing needs of the board.

Kind regards,
Steve Leach

On Jul 8, 2025, at 9:31 AM, Travis Dean <tdean@inyocounty.us> wrote:

Good morning Steve,

The email said;

Attached is a Board Order that I am working on to re-appoint Mr. Tanksley and Mr. McKenzie to the Advisory Committee. I want to get this to the Board as soon as possible, so there is a little of a lapse as possible, and just wanted to get your approval.

The Board usually wants to see a recommendation from the Advisory Committee, so I wanted to reach out and see if you recommend the re-appointment of Dave and Scott to the committee (since you will be the only person on the Board when this goes). We can formalize your recommendation at our next meeting (or just through email), I just need to get the process going to get this to our Board.

Thank You,

Travis Dean
Engineering Assistant
Inyo County Public Works
168 N. Edwards
PO Drawer Q
Independence, CA 93526
Phone: 760-878-0203
Fax: 760-878-2001
E-mail: tdean@inyocounty.us

<image001.png>

CONFIDENTIALITY NOTICE: *This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including*



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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 22, 2025

Reference ID:
2025-510

Appointment to Inyo County Water Commission Water Department ACTION REQUIRED

ITEM SUBMITTED BY

Holly Alpert, Water Director

ITEM PRESENTED BY

Holly Alpert, Water Director

RECOMMENDED ACTION:

Consider the Letter of Interest received for appointment to the Water Commission from Mr. Matt Kingsley and appoint him to an unexpired four-year term ending December 31, 2027.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Water Commission currently has one vacancy with a term ending December 31, 2027. The Clerk of the Board has advertised this vacancy in accordance with County policy. Prior to the application deadline, one Letter of Interest was received from Mr. Matt Kingsley seeking appointment to the Commission to complete a partial four (4) year term of office ending December 31, 2027.

FISCAL IMPACT:

Water Commission stipends and travel expenses are budgeted and paid from the Water Department budget (024102).

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could not appoint a Commissioner at this time and re-advertise to fill the vacancy.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Laura Piper	Created/Initiated - 6/20/2025
Holly Alpert	Approved - 6/20/2025
Darcy Israel	Approved - 6/20/2025
Keri Oney	Approved - 6/26/2025
John Vallejo	Approved - 6/27/2025
Amy Shepherd	Approved - 6/30/2025
Nate Greenberg	Final Approval - 7/14/2025

ATTACHMENTS:

1. Notice of Vacancy - Water Commission
2. Water Commission Letter of Interest - Matt Kingsley

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:

May 29th,
In the year of 2025

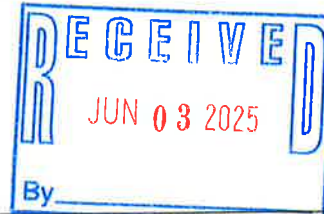
I certify (or declare) under penalty of perjury
that the foregoing is true and correct.

Dated at Bishop, California, on this
29th Day of May, 2025



Signature

This space is for County Clerk's Filing Stamp



**Proof of Publication of
Public Notice**

**NOTICE OF VACANCY
WATER COMMISSION
NOTICE IS HEREBY GIVEN**
that the Inyo County Board of
Supervisors is accepting letters
of interest to fill one unexpired,
four-year term on the Inyo
County Water Commission,
ending December 31, 2027.
If you are interested in filling
the remainder of this term,
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 ap-
pointment to be considered, it
must be received on or before
Thursday, June 19 at 5:00 p.m.
(IR 05.29, 2025 #22256)

From: Matt Kingsley

Inyo County Board of Supervisors

I was born in Decatur Indiana to a family of six boys and two girls. We lived on a farm and my parents were both educators. Soon after graduating from high school in Toledo Ohio , where we had moved, I left the Midwest looking for adventure. I started working for the Forest Service as wildland firefighter in 1972 and retired 35 years later as the Interagency Fire Chief for the Inyo NF and Bishop BLM. I moved to the Owens Valley in 1978 where I raised a family, Tim, Aileen and Brad. I was elected in 2012,2016 and 2020 to represent the 5th District, home of Mt Whitney and Death Valley, on Inyo Counties Board of Supervisors.

As the 5th Dist. Supervisor I have been involved the implementation and operations of the Long Term Water Agreement since 2013.

Please consider my interest in the Water Commission position.



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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 22, 2025

Reference ID:
2025-217

Memorandum of Understanding with Kern County for Adoption Services

Health & Human Services - Social Services

ACTION REQUIRED

ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

ITEM PRESENTED BY

Morningstar Willis-Wagoner, Deputy Director, Public Assistance and Aging

RECOMMENDED ACTION:

Ratify and approve the Memorandum of Understanding (MOU) with Kern County for provision of Adoptions Services for the period July 1, 2025 through June 30, 2030, and authorize the Chairperson to sign the MOU.

BACKGROUND / SUMMARY / JUSTIFICATION:

Public adoption services are a final and permanent stage of services for certain children involved in the Child Welfare program. Annually, Inyo County's Child Welfare program may have the need for adoption services for one child; in some years, no children in Inyo's Child Welfare program move to adoptions. Because of this historically low volume, Inyo County has had a long-standing agreement, lasting more than three decades, with Kern County for their Child Welfare program to provide adoption services when the need arises in Inyo County. Ratification is requested due to the length of time it has taken to obtain all necessary approvals, from both Kern County and Inyo.

FISCAL IMPACT:

There is no funding exchange involved in this MOU. The State funds public adoptions for counties, and Inyo's historically small numbers of adoptions have been included in the formula for Kern's allocation for adoptions

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny approval. This is not recommended as doing so would require Inyo County Child Welfare staff to be trained in the statutory and regulatory requirements to provide the mandated public adoptions services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Tyler Davis	Created/Initiated - 3/28/2025
Darcy Israel	Approved - 3/28/2025
Tyler Davis	Approved - 5/15/2025
Morningstar Willis-Wagoner	Approved - 7/8/2025
Anna Scott	Approved - 7/8/2025
Melissa Best-Baker	Approved - 7/9/2025
Christian Milovich	Approved - 7/15/2025
John Vallejo	Approved - 7/15/2025
Amy Shepherd	Approved - 7/15/2025
Nate Greenberg	Final Approval - 7/15/2025

ATTACHMENTS:

1. Inyo/Kern Memorandum of Understanding

Kern County

Agt. # 298-2025

**AGREEMENT
FOR
INTER-COUNTY ADOPTION SERVICES**
Independent Contractor
(COUNTY – COUNTY OF INYO)

THIS AGREEMENT ("**Agreement**") is made and entered into on JUN 17 2025 ("**Execution Date**"), by and between the COUNTY OF KERN, a political subdivision of the State of California ("**County**"), as represented by the Department of Human Services ("**Department**"), and County of Inyo, a political subdivision of the State of California ("**Inyo**"), whose principal place of business is at 1360 N. Main Street, Bishop, CA 93514. County/Department and Inyo are referred to individually as a "**Party**" and collectively as the "**Parties**".

CONTRACTOR'S UNIQUE ENTITY IDENTIFIER NUMBER: EU9KBPLKZ5K5.

WHEREAS:

- a. Government Code Sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained, experienced, and competent to perform those services; and
- b. Department is a full-service public adoption agency licensed by the State of California and serves all 3 members of the adoption train – the birth parents, adoptive parents, and children; and
- c. Section 408 of the Social Security Act and State regulations in the Eligibility and Assistance Standards (EAS) Manual, section 45-202.614 and 45-203.514 require that a written agreement be in effect between the adoptive agency and the welfare department in order to claim federal and/or State AFDC – FC for costs of care for foster children supervised by an adoption agency; and
- d. Department and Inyo wish to provide for cooperation between themselves in the processing of adoptions within Inyo County.

NOW, THEREFORE, IT IS AGREED between the Parties as follows:

1. **TERM**

This Agreement shall commence on the July 1, 2025 and shall remain in effect until June 30, 2030, unless sooner terminated as provided for in this Agreement.

2. **ADOPTION SERVICES CRITERIA**

This Agreement shall be applicable to a child who is likely to be freed for adoption placement as a result of the occurrence of one of the following:

- A. The child has been declared free from the care, custody, and control of one or both parents; or
- B. The child, prior to relinquishment by one or both parents, has been accepted for voluntary placement by the welfare department or by a public adoption agency.

3. RESPONSIBILITIES OF INYO

- A. Inyo shall place the child in an eligible facility as specified in EAS 45-202.5 or EAS 45-203.4; and
1. If the child is placed in the family home of a relative or the home of a person named in a direct court order, Inyo shall document that the home is suited to the child's needs.
 2. If the child is placed in a licensed Foster Family Home, approved Resource Family Home or with a certified Foster Family Agency, Inyo shall document that such placement is necessary to meet the needs of the child, and the current placement is in the best interest of the child.
 3. Email a completed Adoption Review form (Exhibit "A") to Department at adoptionreviews@kerndhs.com for the initial Adoption Assessment a minimum of 45 days prior to the 366.21 (e), 366.21 (f), 366.22 or 366.25 hearing.
 4. Notify Department within 5 days after the 366.21 (e), 366.21 (f), 366.22 or 366.25 hearing that a 366.26 hearing has been calendared.
 - a. Assign the case as secondary in CWS/CMS as follows: Role Type – Adoptions Worker; County (or State of California) – Kern; CWS Office (Kern County (Main); Unit – Adoption In-Box; Caseload – Adoption In-box.
- Ensure all contacts are up to date and send a transfer summary that includes a brief summary, Exhibit "B" of the case, the current contact information (address, phone and email) for the caregiver(s) as well as the preferred language of all parties (parents, caregivers, and child) to adoptioninbox@kerndhs.com.
5. Continue to make monthly contacts with the child and substitute care provider and document contacts in CWS/CMS system.
 6. Provide Department Adoption Social Worker with hard copies of all birth, medical, dental, mental health and educational records for the purpose of writing the child assessment.
 7. Communicate any changes in the child or prospective adoptive parent's status to Department within 5 days.
- B. Inyo shall determine eligibility for Aid to Families with Dependent Children – Foster Care (AFDC – FC) and pay aid as appropriate under application federal and State statutes regulations.

- C. Inyo shall complete the re-determination for ongoing eligibility for the Adoption Assistance Program as appropriate under the application of federal and State statutes and regulations.

4. RESPONSIBILITIES OF DEPARTMENT

- A. Department shall provide the following services in accordance with 45 CFR 233.110 (a)(2) and EAS 45-201.4:
 - 1. Develop a written assessment of the child, determine if freeing the child for adoption is in the child's best interest, and identify the current caretaker(s) of the child as the prospective adoptive parent(s) if appropriate.
 - 2. Travel to Inyo County to interview and assess the child and current family for the purpose of making a recommendation to the court as to the most appropriate permanent plan for the child and identifying the current caretaker(s) as the prospective adoptive parent(s).
 - 3. Upon notification from Inyo that a 366.26 hearing has been calendared, assign an adoption social worker as secondary on the case record in CWS/CMS.
- B. Department shall provide Inyo with the following:
 - 1. Completed Child Assessment and an assessment of the prospective adoptive parent(s) with recommendation of adoption, legal guardianship, placement with a fit and willing relative or another permanent planned living arrangement.
 - 2. Adoption folder containing all educational, medical, dental, and mental health history, and any other necessary documentation for the purposes of completing the adoption.
 - 3. Completion of the Adoption Placement Agreement.
 - 4. Completion of the Adoption Assistance Agreement.
 - 5. Determination of Adoption Assistance Payment level.

5. COMPENSATION

The services conducted pursuant to the terms and conditions of this Agreement shall be performed without the payment of any monetary consideration by either Party, one to the other.

6. REPRESENTATIONS

Both Department and Inyo understand that federal and State participation in AFDC – FC payments are dependent upon mutual completion of all responsibilities as set forth above in **Sections 3 and 4.**

Both Parties make the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- D. Both Parties have the expertise, support staff, and facilities necessary to provide the services described in this Agreement; and
- E. Neither Party has any actual or potential interests adverse to the other, nor does either Party represent a person or firm with an interest adverse to the other with reference to the subject of this Agreement; and
- F. Both Parties shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

7. ASSIGNMENT

Neither Party shall assign or transfer this Agreement or its obligations hereunder, or any part thereof.

8. NEGATION OF PARTNERSHIP

In the performance of the services under this Agreement, the Parties shall be, and acknowledges that the Parties are in fact and law, independent parties and not agents or employee of the other Party. The Parties have and retain the rights to exercise full supervision and control over the manner and methods of providing services under this Agreement. The Parties retain full supervision and control over the employment, direction, compensation and discharge of all persons assisting each Party in the provision of services under this Agreement. With respect to each Party's employees, if any, that Party shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, State or local, and compliance with any and all other laws regulating employment.

9. IMMIGRATION REFORM AND CONTROL ACT

The Parties acknowledge that the Parties, and all subcontractors hired by the Parties to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). The Parties are and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by the Parties to perform services under this Agreement are in compliance with IRCA. In addition, the Parties agree to indemnify, defend and hold harmless the other Party, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that the other Party's employees, or the employees of any subcontractor hired by the other Party, are not authorized to work in the United States for the other Party or its subcontractor and/or any other claims based upon alleged IRCA violations committed by either Party or either Party's subcontractors.

10. INDEMNIFICATION

Pursuant to Government Code section 895.4, the Parties to this Agreement shall indemnify, defend, and hold harmless the other Party and its officers, agents, and employees from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorneys' fees, which arise by virtue of its own acts or omissions

(either directly or through or by its officers, agents, or employees) in connection with its duties and obligations under this Agreement and any amendment hereto.

Each Party understands and acknowledges that its assurance is given in consideration of and for the purpose of receiving compensation for service as provided in this Agreement, which compensation is funded through federal and State assistance. In the event a Party is subject to any fiscal sanction or other legal remedies as a result of the Party's failure to comply with the requirements of this section, that Party shall indemnify and hold harmless the other Party from any such fiscal sanction or other legal remedy imposed against the other Party as provided in the indemnification provisions of this Agreement. The Party shall participate in and pay the other Party's costs incurred in the other Party's defense in any judicial or administrative hearing or process to determine where a violation of this section has occurred.

11. INSURANCE

Both Kern and Inyo are self-insured and carry excess insurance to cover the risk of bodily injury and property damage losses caused by the acts and/or omissions of the Parties' respective employees, officers and/or agents in carrying out the activities required under this Agreement.

12. EVALUATION

Services to be provided by Inyo shall be evaluated by Department on a continuing basis. Evaluation may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. Any deficiencies noted during an evaluation shall be stated and placed in detailed written form, with a copy submitted to Inyo. Inyo shall respond in writing to the deficiencies statement within 20 days from the date of receipt. A plan to remedy these deficiencies, where applicable, shall be implemented within 60 days from the date of the deficiencies statement. Failure to remedy the stated deficiencies may result in termination of the Agreement by Department.

13. CONTRACT DISPUTE

Should a dispute arise between Inyo and Department relating to performance under this Agreement, each Party will, prior to exercising any other remedy which may be available, provide the other Party with written notice of the particulars of the dispute within 30 calendar days of the dispute. Both Parties will meet, review the factors in the dispute, and recommend a means of resolving the dispute before a written response is given to the other Party. Party receiving the written notice will provide a written response to the other Party within 30 days of receipt of the written notice.

14. TERMINATION

Either Party may terminate this Agreement, with or without cause, upon 30 days prior written notice to the other Party.

15. NOTICES

Notices to be given by one Party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

Notice to Department shall be addressed as follows:

Director
Kern County Department of Human Services
P.O. Box 511
Bakersfield, CA 93302

Notice to Contractor shall be addressed as follows:

Director
Inyo County Health and Human Services
1360 N. Main Street, Ste 201
Bishop, CA 3514

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

16. OWNERSHIP OF DOCUMENTS

All reports, documents, and other items generated or gathered in the course of providing services to Department under this Agreement are and shall remain the property of Department, and if so requested by Department. All reports, documents, and other items generated or gathered in the course of providing services by Inyo under this Agreement are and shall remain the property of Inyo.

17. CONFLICT OF INTEREST

The Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Both Parties agree that they are unaware of any financial or economic interest of any public officer or employee of either Party relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, either Party may immediately terminate this Agreement by giving written notice thereof. Both Parties shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

18. SOLE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the Parties relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

19. AUTHORITY TO BIND COUNTY

It is understood that neither Party, in the performance of the respective duties under this Agreement, has no authority to bind the other Party to any agreements or undertakings.

20. MODIFICATION OF AGREEMENT

This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

21. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of both Parties. Forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by that Party. The other Party shall be entitled to invoke any remedy available to the other Party under this Agreement or by law or in equity despite said forbearance or indulgence.

22. CHOICE OF LAW/VENUE

The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be entered into in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

23. CONFIDENTIALITY

No Party to this Agreement shall, without the written consent of the other Party, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

A. During the term of this Agreement, Parties may receive or create certain confidential Personal Identifiable Information ("PII"). This PII is subject to protection under State and federal law, including the Information Practices Act of 1977 (Cal. Civ. Code §§ 1798 et seq.), and other applicable laws. The Parties represent that the Parties have in place policies and procedures that will adequately safeguard any PII the Parties receive or create, and the Parties specifically agree, on behalf of themselves, the Parties' subcontractors and agents, to safeguard and protect the confidentiality of PII consistent with applicable law, including currently effective provisions of the Information Practices Act of 1977.

B. For purposes of this section, PII means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number,

date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information whether oral or recorded in any form or medium.

- C. The Parties acknowledge that State and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties hereto specifically agree to take such action as is necessary to implement the requirements and other applicable laws relating to the security or confidentiality of PII. The Parties understand and agree that the Parties must provide, when requested, written evidence that the Parties are in compliance with applicable Regulations.
- D. Notwithstanding any other provision of this Agreement, the Parties may terminate this Agreement upon twenty (20) days' notice in the event: (a) the Parties do not promptly provide written evidence of compliance with the Information Practices Act of 1977, or (b) the Parties become aware that the Parties or any of the Parties' subcontractors or agents discloses PII in a manner that is not authorized by the Parties or by applicable law.
- E. During the term of this Agreement, Inyo agrees to abide by the Information Exchange Agreement between the Social Security Administration ("SSA") and the California Department of Health Care Services "DHCS"), the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the Health and Human Services Agency of California, the Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration-Technical Systems Security Requirements ("TSSR"), and the Computer Matching Agreement between the Department of Homeland Security United States Citizenship and Immigration Services and the California Department of Health Care Services. **These documents contain sensitive material and Inyo agrees not to post these documents in a public viewing area including any public Internet site.** Inyo agrees to abide by all relevant requirements in the National Institute of Standards and Technology ("NIST") Special Publications ("SP") 800-122 and 800-53 (<https://www.nist.gov/>), and the Memorandums of Understanding that the County has with DHCS and CDSS regarding all Personal Identifiable Information ("PII").

INYO RESPONSIBILITIES

- 1) Inyo will provide a list of all employees who will have access to SSA data to the Department prior to Department giving Inyo access to such data. See **Exhibit "C"**.
- 2) Inyo and their staff will be required to complete an initial and annual confidentiality training. Each staff member, who handles SSA information, will sign a non-disclosure agreement stating they are aware of the requirements to maintain the confidentiality and non-disclosure of any SSA related information that is used by them to complete their daily duties and

any sanctions and penalties that can follow any wrongful disclosure of PII/PHI information will be the responsibility of Inyo. Inyo will maintain the non-disclosure statements for their employees for the required five years as stated in the TSSR and NIST guidelines. Additionally, if requested, Inyo will provide proof of such training to the Department as required by the MOUs.

- 3) Inyo agrees to allow the Department to complete periodic onsite reviews of their facility to ensure that the following steps meet SSA's requirements:
 - a) Safeguards for sensitive information;
 - b) Technological safeguards on computer(s) that have access to SSA-provided information;
 - c) Security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and re-disclosure of SSA-provided information, and;
 - d) Continuous monitoring of the Inyo's or agent's network and infrastructure and assets.
 - e) Compliance with all applicable TSSR and NIST guidelines.
- 4) Inyo will maintain records of all PII and PHI exchanges under this contract for a period of five years and will provide such records upon request to the Department for evidentiary purposes.
- 5) Inyo agrees no PII or PHI record will be stored outside Inyo's information system without approval by Department. Inyo will physically control and securely store information system media, both paper and digital, based on the highest Federal Information Processing Standard ("FIPS") 199 security category of the information recorded on the media. Inyo will restrict the pickup, receipt, transfer, and delivery of such media to authorized personnel.
- 6) Inyo is required to encrypt any PHI/PII information prior to transmission to the Department as outlined in the TSSR and NIST guidelines. If encryption is not available, Inyo will work with Department on alternate methods to receive any PII/PHI documents.
- 7) Inyo is required to report any breach or loss of PII/PHI within 24 hours to the appropriate County Security Officers. See **Exhibit "C"**.
- 8) Inyo will institute a destruction policy for the handling of all PII/PHI information including shredding, burning, and pulverizing of records to avoid any accidental disclosure of such information along with purging and sanitizing digital media using approved equipment, techniques, and procedures. Inyo will track, document, and verify media sanitization actions.

- 9) Inyo and their employees who wrongfully disclose PII/PHI information are subject to criminal and civil sanctions including but not limited to suspension of all access to PII information provided by the Department, jail time, and court actions by the person(s) whose information was disclosed.

DEPARTMENT RESPONSIBILITIES

- 1) Department will provide Inyo with training materials which Inyo will use to assist in completing their initial and annual training. See **Exhibit "C"** for access instructions.
- 2) Department will provide Inyo access to the TSSR guidelines and the Memorandums of Understanding with DHCS and CDSS to assist them in meeting the requirements for maintaining confidentiality of all PII/PHI records. See **Exhibit "C"** for access instructions.
- 3) Department will maintain records of all Inyo's employees who handle PII/PHI as part of their daily duties and will only give access to SSA provided information as outlined in this Agreement.
- 4) If necessary, Department will request records for evidentiary purposes when needed from the Inyo.
- 5) Department agrees to provide a copy of their Breach Reporting Incident Policy to the Inyo along with contact names and telephone numbers for all Department Privacy Officers.

24. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on or reserved to Department is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

25. SEVERABILITY

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

26. COMPLIANCE WITH LAW

Both Parties shall observe and comply with all applicable County, State and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

27. CAPTIONS AND INTERPRETATION

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

28. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

29. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

30. FORCE MAJEURE

Each Party shall exercise every reasonable effort to meet its obligations hereunder and shall not be liable for delays resulting from force majeure or other causes beyond its reasonable control including, but not limited to, compliance with any government law or regulation, acts of God, fires, strikes, lockouts, natural disasters, wars, riots, and/or any other cause whatsoever beyond the reasonable control of County. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

31. NONDISCRIMINATION

Neither Party, nor any officer, agent, employee, servant or subcontractor, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of age, sex, color, disability, national origin, race, marital status, sexual orientation, religion, political affiliation, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements.

32. AUDIT, INSPECTION, AND RETENTION OF RECORDS

Both Parties agree to maintain and make available accurate books and records relative to all its activities under this Agreement. The Parties shall permit each other to audit, examine and make excerpts and transcripts from such records, and to conduct audits or reviews of all invoices, materials, records of personnel, or other data related to all other matters covered by this Agreement. The Parties shall maintain such data and records in an accessible location and condition for a period of not less than three years from the end of this agreement, or until after the conclusion of any fiscal audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

33. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- A. Inyo certifies to the best of its knowledge and belief, that it and its subcontractors [45 CFR 92.35]:
1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; and
 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
 5. Inyo shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either Inyo or Inyo's subcontractor. Inyo shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by Department.
- B. Inyo agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractor's debarment/suspension status.

34. LOBBYING CERTIFICATION

Inyo, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Inyo, 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 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.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any person for influencing or attempting to influence an officer or employee of any federal 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.

35. POLITICAL OR RELIGIOUS ACTIVITY

No person performing any service or providing any goods designated under this Agreement shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office.

Notwithstanding the foregoing, nothing in this Agreement shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Agreement.

36. NON-COLLUSION COVENANT

Inyo represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with Department. Inyo has received from Department no incentive or special payments or considerations related to the provision of services under this Agreement.

37. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement shall be strictly reserved to County and Inyo. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and Inyo that any such person or entity, other than Department or Inyo, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

38. SIGNATURE AUTHORITY

Each Party represents that they have full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

39. EXHIBITS

Each Exhibit attached to this Agreement is incorporated into this Agreement by reference.

[Remainder of this page is intentionally left blank.]

The Parties have executed this Agreement on the Execution Date.

Dated: JUN 17 2025

COUNTY OF KERN

By 
Chairman, Board of Supervisors
"County"

Dated: _____

COUNTY OF INYO

By _____
Chairman, Board of Supervisors,
"Inyo"

Dated: 5/19/2025

APPROVED AS TO CONTENT:
Kern County Department of Human Services

By 
Lito Morillo, Director

Dated: 5/19/2025

APPROVED AS TO FORM:
Office of the County Counsel

By 
Jennifer Feige, Deputy County Counsel

Dated: _____

Christian E. Milovich
By _____
Christian E. Milovich,
Inyo County Assistant County Counsel

Exhibit A

**KERN COUNTY DEPARTMENT OF HUMAN SERVICES
ADOPTION/GUARDIANSHIP CASE REVIEW
ASSESSMENT RE: WIC 366.26**

**Not needed for Administrative Review (AR) Hearings*

Child's Name: DOB:

Court Date: Hearing Type: Date of protective custody:

SSW Name and Caseload:

Adoption Reviewer:

Date of Review: Adoptions: ☐ Assessment ☐ Reassessment



REASON FOR DEPENDENCY (brief description):

CHILD HAS HEALTH OR BEHAVIORAL PROBLEMS: ☐ Yes (specify below) ☐ No

Specific behavior problems:

Current Foster Care Rate: ☐ None ☐ Emergency Funding ☐ Click for options ☐ ISFC ☐ Wrap ☐
SCI amount

List most recent date the child was asked about desired permanency outcome (adoption, guardianship, placement with a "fit and willing" relative, return home) AND what their preference is:

Date: Preference: Click for Options Additional Comments:

Describe the intensive efforts made to promote a more permanent plan (i.e. Family Finding Efforts):

List date Family Reconnections Alert Form was submitted (to be completed when recommendation is to terminate FR, no 26 Hearing is set/recommended, minor is not placed with a relative):

BIRTH MOTHER NAME:

FREQUENCY AND QUALITY OF CONTACT WITH CHILD:

REUNIFICATION, DEGREE OF COMPLIANCE: ☐ None ☐ Minimal ☐ Moderate ☐ Substantial ☐ Full

WHEREABOUTS ARE: ☐ Known ☐ Unknown If Unknown, Diligent Search initiated on

FATHER NAME: ☐ Alleged ☐ Presumed

FREQUENCY AND QUALITY OF CONTACT WITH CHILD:

REUNIFICATION, DEGREE OF COMPLIANCE: ☐ None ☐ Minimal ☐ Moderate ☐ Substantial ☐ Full

WHEREABOUTS ARE: ☐ Known ☐ Unknown If Unknown, Diligent Search initiated on

FATHER NAME: <input type="text"/>		<input type="checkbox"/> Alleged <input type="checkbox"/> Presumed
FREQUENCY AND QUALITY OF CONTACT WITH CHILD: <input type="text"/>		
REUNIFICATION, DEGREE OF COMPLIANCE: <input type="checkbox"/> None <input type="checkbox"/> Minimal <input type="checkbox"/> Moderate <input type="checkbox"/> Substantial <input type="checkbox"/> Full		
WHEREABOUTS ARE: <input type="checkbox"/> Known <input type="checkbox"/> Unknown If Unknown, Diligent Search initiated on <input type="text"/>		

CAREGIVER NAME(S): <input type="text"/>	RELATIONSHIP TO CHILD (RELATIVE, NREFM, OR UNMATCHED): <input type="text"/> Click for Options	DATE CHILD PLACED IN HOME: <input type="text"/> RFA Approved: Click for Options
DATE OF PERMANENCY DISCUSSION WITH CAREGIVER WITHIN THE LAST 30 DAYS (ENTER INTO CWS/CMS): <input type="text"/>		
CAREGIVER(S) COMMIT TO: <input type="checkbox"/> Adoption <input type="checkbox"/> Guardianship <input type="checkbox"/> APPLA		

Child has been in this placement for 6 or more months? ☐ Yes ☐ No

ARE THERE ANY RELATIVES OR OTHER PARTIES INTERESTED IN ADOPTING THIS CHILD? ☐ No ☐ Yes

If Yes, explain:

Certified Birth Certificate: ☐ On File ☐ Requested (Date Requested:)

RECOMMENDATIONS:
(Adoption Supervisor only)

1. ☐ CHILD NOT CURRENTLY APPROPRIATE FOR ADOPTION/GUARDIANSHIP PLANNING
2. ☐ CHILD APPEARS APPROPRIATE FOR ADOPTION/GUARDIANSHIP PLANNING
3. ☐ NO CHANGE FROM PREVIOUS REVIEW

COMMENTS:

Exhibit B

TRANSFER SUMMARY

SSW:

TODAY'S DATE:

CASELOAD #:

TELEPHONE, CELL:

MOST RECENT FTF:

CHILD'S NAME (age/gender/DOB):

CASE TYPE: PP/Adoptions

PLACEMENT HOME TYPE: (RFH, FFA, Relative Home)

CARETAKER NAME:

ADDRESS:

TELEPHONE NO:

PREFERRED LANGUAGE:

FFA SW NAME AND PHONE # (if applicable):

COURT WORKER:

MOST RECENT HEARING DATE/TYPE/OUTCOME:

UPCOMING HEARING DATE/TYPE:

HISTORY OF CASE:

CHDP PHYSICAL:

CHDP DENTAL:

MENTAL HEALTH INFORMATION:

MEDICATION:

MEDICAL ISSUES:

SCHOOL:

IEP (YES OR NO):

VISITS:

OTHERS INTERESTED IN PLACEMENT AND/OR PENDING ICPC:

CURRENT INFORMATION ABOUT

Exhibit C

The Department of Human Services (DHS) entered into a Memorandum of Understanding with the California Department of Healthcare Services (DHCS), effective September 1, 2024, and with the California Department of Social Services (CDSS), effective May 18, 2017, regarding the protection of Personally Identifiable Information (PII) that we share with our Contractors. The definition of PII covered by these MOUs refers to “specific information about an individual used to trace that individual’s identity. Information such as his/her name, Social Security number (SSN), date and place of birth, mother’s maiden name or biometric records, alone, or when combined with other personal identifying information is linkable or linked to a specific individual’s medical, educational, financial, and employment information.”

DHS’ agreements with these entities require DHS to provide a copy or access to both MOUs as well as the Technical System Security Requirements (TSSRs) and the National Institute of Standards and Technology (NIST) to each Contractor. DHS is required to inform Contractors of the specific information that applies to those who receive and send PII information and will provide training materials to assist the Contractors in initial and annual training requirements. Information to obtain copies of the confidential MOUs and security documents, as well as training materials, via secure file transfer, will be provided upon request by contacting **BAAContracts@kerndhs.com**. **You may not post any of the MOUs or the TSSR/NIST documents in a public place as specified by the Social Security Administration.**

Below are highlights of requirements outlined in the Agreement. This is not a comprehensive list, so please ensure you are familiar with responsibilities outlined in the Agreement relating to PII.

- All Contractors must provide the Department of Human Services with a list of their employees who will have access to PII information exchanged under its Agreement. Please send listing to **BAAContracts@kerndhs.com**.
- If there is a data breach of your technical system or any loss of PII information by you or your staff, this must be immediately reported to the Department of Human Services Security Officers. You must work with the Department’s Security Officers to determine if the breach is reportable to the State and provide evidence and a report of how the loss occurred, if requested.
- It is important to note that any PII violation carries civil and criminal sanctions for Contractors as well as employees if the SSA information is used in a manner or purpose not authorized under your Agreement with the County. Additionally, violations may result in a suspension of all SSA related documents being provided to the Contractor.

The Department of Human Services is committed to protecting all PII information that is shared with Contractors and trust Contractors share in this commitment.

Department of Human Services Security Officers:

- Technology Services Manager (661-334-3432) **BAAContracts@kerndhs.com**
- Human Resources Manager (661-633-7373) **BAAContracts@kerndhs.com**



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 22, 2025

Reference ID:
2025-494

Contract with North American Mental Health Services for Provision of Mental Health Services via Tele-Psychiatry Health & Human Services - Behavioral Health ACTION REQUIRED

ITEM SUBMITTED BY

Lucy Vincent, Administrative Secretary

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

- A) Declare North American Mental Health Services of Redding, California a sole-source provider of mental health tele-psychiatry services;
- B) Ratify and approve the contract between the County of Inyo and North American Mental Health Services of Redding, CA for the provision of mental health tele-psychiatry services in an amount not to exceed \$190,800 for the period of July 1, 2025 through June 30, 2026, contingent upon the Board's approval of the Fiscal Year 2025-2026 Budget; and
- C) Authorize the Chairperson to sign the contract and Business Associate Agreement.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Health and Human Services Department issued a Request For Proposals in September, 2023 and selected North American Mental Health Services (NAMHS) as the successful bidder to provide telehealth services on November 1, 2023 to meet contractual obligations to provide psychiatry services to adults, children, and adolescents in Inyo County. Since that time, the Department has continued to request approval to renew the contract with NAMHS to ensure continuity of care for patients. NAMHS provides tele-psychiatry services to several other rural counties in California.

This contract is coming to the Board after July 1, 2025 because the contract negotiation process was interrupted due to recent loss of the Deputy Director of Behavioral Health.

FISCAL IMPACT:

Funding Source	Mental Health MediCal and Mental Health Realignment	Budget Unit	045200
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

A sole source procurement is justified in this situation because Behavioral Health patients have established relationships with providers from North American Mental Health Services, and changing a client's provider can be difficult and counterproductive to their treatment.

Current Fiscal Year Impact
Up to \$190,800 for the period between July 1, 2025 and June 30, 2026.
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract with North American Mental Health Services (NAMHS). This is not recommended as the Inyo County Health and Human Services Department originally selected this vendor through a competitive process and found that NAMHS provides the best value for psychiatry services that are required as part of our contract with the state. Since services began, providers have established therapeutic relationships with clients and disrupting the contractual relationship may be detrimental to client service.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Lucy Vincent	Created/Initiated - 6/27/2025
Darcy Israel	Approved - 6/30/2025
Lucy Vincent	Approved - 6/30/2025
Melissa Best-Baker	Approved - 6/30/2025
Anna Scott	Approved - 7/9/2025
Christian Milovich	Approved - 7/15/2025
John Vallejo	Approved - 7/15/2025
Amy Shepherd	Approved - 7/15/2025
Nate Greenberg	Final Approval - 7/15/2025

ATTACHMENTS:

1. Sole Source Form
2. North American Mental Health Services Contract - FY25-26



County of Inyo

Sole Source Authorization Form

Vendor: North American Mental Health Services

Date: 05/30/2025

A sole source procurement may be justified in the following situations: Section II.D.1 (located on page 6)

Sole source procurements are the exception, not the norm. They are to be used sparingly and shall not be used in lieu of any competitive process simply because the department failed to allot sufficient time to engage in the competitive process or because the department finds the competitive process to be onerous.

Select one of the following:

<input type="checkbox"/>	The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field.
<input checked="" type="checkbox"/>	The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.
<input type="checkbox"/>	The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.
<input type="checkbox"/>	The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.
<input type="checkbox"/>	A critical proposed schedule for the service and/or product that only one proposed contractor can meet.
<input type="checkbox"/>	A lack of competition because of the existence of patent rights, copyrights, trade secrets, and/or location.

Amount	Required Action
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.
<input type="checkbox"/> \$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$10,001 to \$25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$25,001 to \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. <input type="checkbox"/> RFP/RFQ Received by Board Clerk on _____
Over \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. Board Approval Required

County of Inyo

Sole Source Authorization Form

Sole Source Justification:

Behavioral Health is requesting approval for a sole source procurement with North American Mental Health Services (NAMHS) for FY 25-26 based on the following considerations:

NAMHS was initially chosen through a formal procurement process to provide tele-psychiatry services to adults, children, and adolescents in Inyo County. Their selection was based on comprehensive criteria, including network adequacy and fiscal responsibility, ensuring they were the best fit for the county's needs. Since being awarded the initial contract, NAMHS has consistently adjusted their service delivery to increase hours and services to meet our county's growing needs, demonstrating exceptional performance in doing so.

NAMHS provides tele-psychiatry services to nine other rural counties in California, including Mono County. This extensive experience in rural settings ensures that NAMHS is well-equipped to meet the unique challenges faced by Inyo County. Their familiarity with the specific requirements and obstacles of rural healthcare provision further justifies their continued engagement.

Behavioral Health patients have built significant relationships with providers from NAMHS. Transitioning to new providers would disrupt continuity of care, potentially causing setbacks in treatment and negatively affecting patient outcomes. Maintaining these established relationships is crucial for effective and consistent care.

In light of these factors, it is evident that NAMHS is uniquely positioned to provide the necessary tele-psychiatry services. Switching providers at this juncture would be detrimental to patient care and could result in higher costs and administrative burdens. Therefore, the sole source procurement with NAMHS is both a practical and necessary decision to ensure the ongoing effective delivery of behavioral health services in Inyo County.



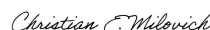
Department Head Signature

Sole Source Approval



Denelle Carrington (Jun 16, 2025 08:19 PDT)

Purchasing Agent Signature



County Counsel Signature



Amy Shepherd (Jun 16, 2025 11:49 PDT)

Auditor-Controller Signature

**AGREEMENT BETWEEN COUNTY OF INYO
AND NORTH AMERICAN MENTAL HEALTH SERVICES
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of North American Mental Health Services (hereinafter referred to as "Contractor" or "NAMHS"), and in consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

2. QUALIFICATIONS OF CONTRACTOR

Contractor Is:

- ☒ An "Organizational Provider" as that term is defined in this paragraph. The term "Organizational Provider" means a provider of specialty mental health services, other than psychiatric inpatient hospital services or psychiatric nursing facility services. An Organizational Provider provides mental health services to beneficiaries through employees or by contracting with licensed mental health or registered professionals and other staff unless such staff is legally entitled to a waiver. An Organizational Provider shall be certified as meeting Short Doyle/Medical Provisions by County Behavioral Health Services Program (Inyo County HHS Behavioral Health Division) or State Department of Mental Health.
- ☐ A "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

☐ An “Individual Provider” as that term is defined in this paragraph. The term “Individual Provider” means a licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries. Individual Providers include licensed physicians; licensed social workers; licensed marriage, family, and child counselors; and registered nurses certified in psychiatric nursing by the Board of Registered Nursing. Individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or independent contractors of organizational providers other than the Contractor.

- a. Requirements applying to Individual, Group, and Organizational Providers:
 - i. Be certified and in good standing to provide services under the California Medi-Cal Program including those requirements contained in Article 3, Chapter 3, Subdivision 1, Division 3, of Title 22 of the California Code of Regulations; and
 - ii. Be a provider that complies and adheres to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.
- b. Terms applying to Organizational Providers: It is the duty of the Organizational Provider to ensure that all licensed staff possess the proper and valid credentials and comply with the provisions in (b)(i) and (b)(ii) below.
 - i. Therapeutic Behavioral Services (TBS)/Case Management Services (CMS) Provider. TBS/CMS may be provided to patients referred to an Organizational Provider hereunder provided TBS/CMS is provided under the direction of a Clinical Head of Service which includes Physicians, Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapist, or a Registered Nurse with a Masters degree in Psychiatric Nursing.
 - ii. Intern in Marriage and Family Therapy or Associate Social Worker.
 - 1. Organizational Providers approved by Inyo County HHS Behavioral Health Division may use Interns and/or Associates (I/A) to administer services to patients provided the following requirements are met:
 - 2. The Organizational Provider must maintain malpractice insurance for an I/A under its supervision and maintain an employer-employee relationship.
 - 3. Organizational Providers must, prior to assigning authorized services, submit to Inyo County HHS Behavioral Health Division the I/A’s application, resume, photocopy of I/A’s and Supervisor’s license, Responsibility Statement for Supervisors, and proof of insurance coverage along with a description of the I/A’s training program.
 - 4. Every I/A must meet the following criteria:

- a. Individual must be post-masters and be certified by the Board of Behavioral Science for internship or associate status.
 - b. Documented clinical supervision must take place in accordance with current Board of Behavioral Science requirements for Interns and Associates.
 - c. Individual supervision will be augmented by two (2) documented hours of weekly multi-disciplinary group supervision. This supervision will be required for the first six months of experience and may be required for up to one year.
- 5. Supervisors must meet regularly to review intern's performance, develop and schedule training seminar topics, and monitor services provided.
 - 6. Documentation of required supervision shall be provided to Inyo County HHS Behavioral Health Division upon request.

3. TERM.

The term of this Agreement shall be from July 1, 2025 to June 30, 2026, unless sooner terminated as provided below.

4. CONSIDERATION.

- a. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.
- b. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.
- c. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed one hundred ninety thousand eight hundred and zero cents dollars (\$ 190,800.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.
- d. Billing and payment. Contractor shall, each month, timely submit to the County, an itemized statement of all services and work performed at the County's request as described in Attachment A. This statement will be submitted to the County not later than the fifteenth

(15th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month.

This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Statements that are timely received by County will be paid to Contractor within 30 days of receipt.

e. Federal and State taxes

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates, and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and

permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

7. COMPLIANCE WITH APPLICABLE LAWS

Contractor agrees to comply with all applicable provisions of statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

- a. California Welfare & Institutions Code Divisions 5, 6, and 9;
- b. California Code of Regulations, Title 9;
- c. California Code of Regulations, Title 22;
- d. Bronzan-McCorquodale Act, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and applicable Cost Reporting/Data Collection ("CR/DC") Manual, and as reflected in County's contract with the State Department of Mental Health for the provision of Medi-Cal funds.

As part of this Agreement, Contractor agrees to enter into the attached County of Inyo HIPPA Business Associate Agreement.

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor

is to be considered an employee of the County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

- a. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- b. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- c. Contractor, its agents, officers, and employees are and at all times during the term of this Agreement shall represent and conduct themselves as independent contractors and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

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

12. RECORDS AND AUDIT.

Contractor shall maintain client records in the manner described in Attachment C.

Contractor shall maintain for each patient who has received services, a legible medical record either typewritten or written in ink, kept in detail and in a standard consistent with appropriate medical and professional practice licensing and certification requirements, which permits effective internal professional review, external medical audit process, and which facilitates an adequate system for follow-up treatment. Patient health records of discharged patients shall be completed and filed within 30 days after termination of each episode of treatment and such records shall be kept for a minimum of ten (10) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 19, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054. Psychologists are required to maintain patient records for ten (10) years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919. Contractor shall forward original entries to Inyo County HHS Behavioral Health Division within 24 hours of service provision for incorporation into client's current chart, if requested by Inyo County HHS Behavioral Health Division.

Contractor shall make all books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, fiscal audits, program compliance and beneficiary complaints review, or copying:

- a. By Inyo County HHS Behavioral Health Division, the State Department of Mental Health, the State Department of Health Services, the United States Department of Health and Human Services, the Controller General of the United States, and other authorized federal and state agencies or their duly authorized representatives.
- b. At all reasonable times at the Provider's normal place of business or at such other mutually agreeable location in California.
- c. In a form maintained in accordance with the general standards and Inyo County HHS Behavioral Health Division standards applicable to such book or record keeping.
- d. For the term and duration consistent with paragraph 5 above, ten (10) years following the final date of the contract period.

Contractor shall prepare and maintain accurate and complete appropriate financial records regarding the costs and charges for services rendered to patients hereunder. Contractor shall retain such records for each patient until the latest of the date which is (a) at least seven (7) years from the last date of service to which the records pertain or (b) the date on which all relevant State of California and Federal audit findings are resolved. The provisions of this section are in addition to the other provisions regarding record keeping which are set forth in this Agreement. Contractor shall provide to Inyo County HHS Behavioral Health Division such financial and other reports regarding Indigent Patient Services and other services provided to Patients as Inyo County HHS Behavioral Health Division shall reasonably request in writing related to Inyo County HHS Behavioral Health Division's fulfillment of its BMA or Short-Doyle/Medi-Cal reporting obligations.

13. NONDISCRIMINATION.

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

Contractor will not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. Patients referred under this contract shall receive the same level of care as provided to all other patients served by Contractor.

14. PATIENTS' RIGHTS

Contractor shall comply with applicable patients' rights provisions in Cal. Welfare & Institutions Code Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients and/or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Right Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes at all facilities and accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, both grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

15. CANCELLATION.

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

16. ASSIGNMENT.

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

17. DEFAULT.

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

18. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the

terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

19. CONFIDENTIALITY.

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.

With respect to any identifiable information concerning a patient under this Agreement that is obtained by the Contractor, the Contractor shall: (a) not use any information for any purpose other than carrying out the express terms of the Agreement; (b) promptly transmit to Inyo County HHS Behavioral Health Division all requests for disclosure of such information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such information to any party other than Inyo County HHS Behavioral Health Division, the U.S. Department of Health and Human Services, the State Department of Health Services, or the State Department of Mental Health without Inyo County HHS Behavioral Health Division's prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder; (d) at the expiration or termination of the Agreement, return all such information to Inyo County HHS Behavioral Health Division or maintain such information according to written procedures sent Inyo County HHS Behavioral Health Division by the State Department of Health Services for this purpose.

20. CONFLICTS.

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

21. POST AGREEMENT COVENANT.

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

22. SEVERABILITY.

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

23. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

24. AMENDMENT.

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

25. NOTICE.

Any notice regarding this Agreement shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

County of Inyo	
<u>HHS - Behavioral Health</u>	Department
<u>1360 North Main Street, Suite 124</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor	
<u>North American Mental Health Services</u>	Name
<u>2400 Washington Ave. Ste. 100</u>	Address
<u>Redding, CA 96001</u>	City and State

26. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Date: _____

CONTRACTOR

By: _____
Signature

THOMAS ANDREWS / BENTON KINNEY
Print or Type Name

Date: 06/13/24

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd
Amy Shepherd (Jun 25, 2025 14:38 PDT)
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg
Aaron Holmberg (Jun 27, 2025 14:28 PDT)
County Risk Manager

ATTACHMENT A
SCOPE OF WORK



North American Mental Health Services

NAMHS
2400 Washington Avenue Ste 100
Redding CA 96001
530.226.7419

Contacts:

Lauren Wagner
Director of Contracts
Phone: 530.768.2828
Cell: 530.949.7735
Fax: 530.226.7448
lwagner@namhs.com

Kristen Lembcke
Chief Operating Officer
Phone: 530.226.7419
Fax: 530.232.5122
klembecke@namhs.com



Exhibit A. Scope of Work

North American Mental Health Services will assist the County of Inyo with initial assessment for children, adolescents and adults looking for specialty mental health services and severe emotional disturbances. NAMHS provider will send referrals to contracted CBOs for the term of the agreement. NAMHS agrees to be flexible and can add additional support services if the county's needs change. We will work closely with Inyo County's behavioral health team, participating in multidisciplinary team meetings, and providing consultation upon occasion to ensure continuity of care.

NAMHS will enhance current service provisions by working closely with behavioral staff to support individuals in crisis, support alternatives to acute psychiatric hospitalization, reallocate for crisis stabilization in the least restrictive setting possible, limit the use of medical emergency room, reduce recidivism of acute crises and hospitalizations, and lower incarcerations by providing the following services:

1. General, acute, and continuing psychiatric outpatient services to the clients of Inyo County's behavioral health clinic. Evaluation, treatments, ongoing medication management as well as fill in the gaps in linguistic competencies.
2. General psychiatric in-person and/or telepsychiatry services for inmates of Inyo County Jail for approximately 18 hours monthly.
3. Crisis stabilization services will be delivered to provide psychiatric stabilization and ongoing care. Services will be coordinated with the County based on need.
4. NAMHS provider will participate in training in the behavioral health training programs at County's discretion. Reimbursement will be requested for all per diem & air travel accommodation for travel more than 70 miles. Mileage will be reimbursed at the going federal reimbursement rate.
5. NAMHS will seek to match the county with a provider who can deliver culturally relevant services to Spanish-speaking and indigenous clients.
6. NAMHS will provide approximately 5 hours per month for LPS Assessments.

NAMHS is willing to provide services either in person or remotely via the internet and multiple forms of teleconferencing. Services shall also include all subsequent telephone, fax, e-mail, and written communication necessary to provide follow-up services to HHS. Services to outpatient clients shall include but are not limited to:

1. Initial Evaluation
2. Psychiatric Medication Management

3. Medication education for staff, clients, and families.
4. Review, revision, and approval of assessment of clients.
5. Consultation, training, and support of multidisciplinary team members.
6. Participation and collaboration in utilization review, quality improvement protocols, and peer review, if needed.
7. Documentation and Reporting as required by the State of California and County
8. Assessments, Affidavits, and Court testimony regarding LPS Conservatorships

NAMHS will provide a provider who is appropriately licensed and/or certified in California. NAMHS will best accommodate the County's preference for experience in the public mental health association, Bi-Lingual in Spanish and In-person visits. Provider will participate in Medicare and Medi-Cal in accordance with all applicable provisions and meet the following:

1. Completed credentialing application or required documentation for credentialing
2. Holds a valid third-party billable provider certification (ie. Medicare, Medi-Cal and/or private insurance) or submit a complete billable provider application, along with required documentation to obtain appropriate billable provider status.
3. Annual compliance training such as HIPAA and Cultural Competency.

NAMHS will be reallocating current staff and hire new staff as needed to fulfill any responsibilities and workload associated with this contract.

Non-Solicitation Obligation

Neither Inyo County nor NAMHS shall, directly or indirectly, solicit, recruit, or attempt to induce any employee of the other party to terminate their employment or accept employment with the soliciting party, its affiliates, contractors, or any third party acting on its behalf. Furthermore, neither party shall offer employment to any employee of the other party without prior written consent from the other party. Additionally, neither party shall condition the performance of any obligations under this Agreement on the agreement or consent of any employee of the other party to become employed by or affiliated with the hiring party. Any representation or attempt to condition contract performance on such employment or agreement shall constitute a breach of this provision.

Monthly Touch Point Meetings will be mutually scheduled to review data points (as captured through the Electronic Medical Record System and internal reporting) assessing overall performance to ensure all current and future needs are met with accountability per the contract.

Exhibit B. Schedule of Fee's

NAMHS will provide either In-Person or Telepsychiatry with a licensed psychiatrist for 55 hours per month. These hours will remain flexible, and NAMHS will only bill the County for hours supporting the contract. The services will be provided in a mutually agreed upon block of time scheduled in advance. During the blocks, a patient can be seen virtually, by phone, or in-person. During the blocks of time agreed upon for services, in case of a no-show, NAMHS will allow for substitution.

COUNTY OF INYO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and North American Mental Health Services, referred to herein as Business Associate (“BA”). This Agreement is effective as of _____, (the “Agreement Effective Date”).

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health (“CIMH”), herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

County of Inyo

By: _____

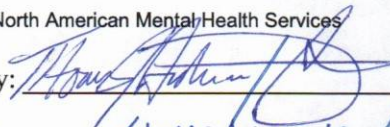
Print Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

North American Mental Health Services

By:  _____

Print Name: THOMAS ANDREWS / BENTON KINNEY

Title: CEO / CFO

Date: 6/13/24

ATTACHMENT B
SCHEDULE OF FEES

Inyo County shall reimburse Contractor (NAMHS) hourly for services provided by the fee schedule below:

Telepsychiatry Fee's

MD/DO	\$275/hr.
Mid-Level Practitioner	\$220/hr.
Therapist-LCSW/LMFT/LPCC	\$175/hr

In-Person Fee's

MD/DO	\$310/hr.
Mid-Level Practitioner	\$265/hr.
Therapist-LCSW/LMFT/LPCC	\$185/hr.

Crisis Stabilization/Consultation Services

Coverage: Weekdays 5 PM–8 AM, 24/7 weekends and holidays (Guaranteed 2-hour response time)
Includes: Remote psychiatric crisis evaluation, documentation, coordination, safety planning (up to 2 hours of time spent on crisis, if needed)
Providers: PMHNP/PA-C with MD backup as needed

PricingTable

Tier	Calls Included	Effective Rate/Call	Annual Retainer	Monthly Rate	Overage Rate	Retainer Required
Tier 0 – Pay-As-You-Go	<10	\$3,500	\$0	\$0	\$3,500	✗

Travel Reimbursement (<70 Miles)

Airfare, accommodations, and meals
Mileage

Per documented/approved receipts
Per Federal reimbursement rate

Exhibit C Insurance provisions

NAMHS will provide malpractice coverage of \$1,000,000,000 and \$3,000,000,000 respectively, for each psychiatric provider employed by the contract.

ATTACHMENT C

**STATE DEPARTMENT OF HEALTH CARE SERVICES
DOCUMENTATION STANDARDS FOR CLIENT RECORDS**

**Inyo County Health and Human Services- Behavioral Health Division
Policies and Procedures**

**Criteria for Access to SMHS, Medical Necessity and other Coverage
Requirements
And Documentation Standards**

Version:	1.0	Effective 05/25/22	5/25/2022 Revised 02/28/23
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REFERENCES:

Behavioral Health Information Notice (BHIN) No: 21-073,
Behavioral Health Information Notice (BHIN) No: 22-019
CA WIC section 14184.402
9 CCR 1830.205

DEFINITIONS:

ICBHS – Inyo County Behavioral Health Services
DHCS Department of Health and Social Services – State of California
SMHS – Specialty Mental Health Services
DMC – Drug Medi-Cal

POLICY

Pursuant to Welfare and Institutions Code section 14184.402(a), for individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. This section requires provision of all Medicaid-coverable services necessary to correct or ameliorate a mental illness or condition discovered by a screening service, whether or not such services are covered under the State Plan. Furthermore, federal guidance from the Centers for Medicare & Medicaid Services makes it clear that mental health services need not be curative or restorative to ameliorate a mental health condition. Services that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition and are thus medically necessary and covered as EPSDT services.

Services provided to a beneficiary must be medically necessary and clinically appropriate to address the beneficiary’s presenting condition.

Criteria for Adult Beneficiaries to Access the Specialty Mental Health Services Delivery System:

For beneficiaries 21 years of age or older, a county mental health plan shall provide covered specialty mental health services for beneficiaries who meet both of the following criteria, (1) and (2) below:

- (1) The beneficiary has one or both of the following:
 - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
 - b. A reasonable probability of significant deterioration in an important area of life functioning. AND
- (2) The beneficiary's condition as described in paragraph (1) is due to either of the following:
 - a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems. (ICD-10)
 - b. A suspected mental disorder that has not yet been diagnosed.

Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System:

For enrolled beneficiaries under 21 years of age, a county mental health plan shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered specialty mental health services shall be provided to enrolled beneficiaries who meet either of the following criteria, (1) or (2) below:

- (1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department or involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
- (2) The beneficiary meets both of the following requirements in a) and b), below:
 - a) The beneficiary has at least one of the following:**
 - i. A significant impairment
 - ii. A reasonable probability of significant deterioration in an important area of life functioning
 - iii. A reasonable probability of not progressing developmentally as appropriate.
 - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide, AND
 - b) The beneficiary's condition as described in subparagraph (2) above is due to one of the following:**
 - i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
 - ii. A suspected mental health disorder that has not yet been diagnosed.
 - iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

If a beneficiary under age 21 meets the criteria as described in (1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

Additional Coverage Requirements and Clarifications:

This criteria for a beneficiary to access the SMHS delivery system (except for psychiatric inpatient hospital and psychiatric health facility services) set forth above shall not be construed to exclude coverage for, or reimbursement of, a clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service under any of the following circumstances:

- Services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process.
- The prevention, screening, assessment, treatment, or recovery service was not included in an individual treatment plan.
- The beneficiary has a co-occurring substance use disorder.
- A neurocognitive disorder (e.g., dementia) or a substance-related and addictive disorder (e.g., stimulant use disorder) are not “mental health disorders” for the purpose of determining whether a beneficiary meets criteria for access to the SMHS delivery system. However, MHPs must cover SMHS for beneficiaries with any of these disorders if they also have a mental health disorder (or suspected mental health disorders not yet diagnosed) and meet criteria for SMHS as described above.

In cases where services are provided due to a suspected mental health disorder that has not yet been diagnosed or due to trauma as noted above, options are available in the CMS approved ICD-10 diagnosis code list. For example, these include codes for “Other specified” and “Unspecified” disorders,” or “Factors influencing health status and contact with health services” (i.e., Z codes). DHCS may provide additional clarification and technical assistance regarding the use of Z codes.

Beneficiaries 21 years of age and over with mild to moderate distress or mild to moderate impairment of mental, emotional, or behavioral functioning resulting from mental health disorders, as defined by the current Diagnostic and Statistical Manual of Mental Disorders;

- Beneficiaries under age 21, to the extent eligible for services through the Medicaid EPSDT benefit as described above, regardless of level of distress or impairment or the presence of a diagnosis;
- Beneficiaries of any age with potential mental health disorders not yet diagnosed.

DHCS will publish additional guidance regarding the CalAIM No Wrong Door policies for mental health services in Medi-Cal as set forth in Welfare and Institutions Code 14184.402.

COMPLIANCE: MHPs shall implement the criteria for access to SMHS established above effective January 1, 2022, update MHPs policies and procedures as needed to ensure compliance with this policy effective January 1, 2022, and communicate these updates to providers as necessary.

In addition, MHPs shall update materials to ensure the criteria for SMHS for individuals under 21 years of age and for adults is accurately reflected, including materials reflecting the responsibility of Medi-Cal MCPs and the FFS delivery system for covering NSMHS. ICBHS shall set standards and implement processes that will support understanding of, and compliance with, documentation standards set forth in this section and any standards set by ICBHS. ICBHS may monitor performance so that the documentation of care provided will satisfy the requirements set forth below.

The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All standards shall be addressed in the beneficiary record; however, there is no requirement that the records have a specific document or section addressing these topics.

PROCEDURE AND DOCUMENTATION STANDARDS

(1) Standardized Assessment Requirements:

A. SMHS Assessment procedures

- a.)** MHPs shall require providers to use uniform assessment domains as identified below. For beneficiaries under the age of 21, the Child and Adolescent Needs and Strengths (CANS) Assessment tool may be utilized to help inform the assessment domain requirements.
- b.)** The time period for providers to complete an initial assessment and subsequent assessments for SMHS shall be within two weeks (14 days) of initial intake and orientation according to accepted standards of practice.
- c.)** Services provided prior to determination of a diagnosis, during the assessment, or prior to determination of whether NSMHS or SMHS access criteria are met are covered and reimbursable, even if the assessment ultimately indicates the beneficiary does not meet criteria for SMHS
- d.)** The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- e.)** The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- f.)** The diagnosis, Mental Status Exam (MSE), medication history, and assessment of relevant conditions and psychosocial factors affecting the beneficiary's physical and

mental health must be completed by a provider, operating in his/her scope of practice under California State law, who is licensed, registered, waived, and/or under the direction of a licensed mental health professional as defined in the State Plan.

- g.) The Mental Health Plan (MHP) may designate certain other qualified providers to contribute to the assessment, including gathering the beneficiary's mental health and medical history, substance exposure and use, and identifying strengths, risks, and barriers to achieving goals. (Cal. Code Regs., tit. 9, § 1840.344; California State Plan, Sec. 3, Att. 3.1-A, Supp. 3, pp. 2m-p; California State Plan Section 3, Att.3.1-B, Supp. 2, pp. 15-17)

B. DMC and DMC-ODS Assessments

- a. Counties shall require providers to use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC and DMC-ODS beneficiaries.
- b. The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- c. The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- d. Covered and clinically appropriate DMC and DMC-ODS services (except for residential treatment services) are Medi-Cal reimbursable for up to 30 days following the first visit with a Licensed Practitioner of the Healing Arts (LPHA) or registered/certified counselor, whether or not a diagnosis for Substance-Related and Addictive Disorders from the current Diagnostic and Statistical Manual (DSM) is established, or up to 60 days if the beneficiary is under age 21, or if a provider documents that the client is experiencing homelessness and therefore requires additional time to complete the assessment.
- e. If a beneficiary withdraws from treatment prior to establishing a DSM diagnosis for Substance-Related and Addictive Disorders, and later returns, the 30-day or 60-day time period starts over. Assessments shall be updated as clinically appropriate when the beneficiary's condition changes. Additional information on assessment requirements can be found in BHIN 21-071 (DMC) and BHIN 21-075 (DMC-ODS).

(2) SMHS Assessment Domain Requirements

The SMHS assessment shall include the following seven required domains. Providers shall document the domains in the SMHS assessment and keep the assessment in beneficiary's medical record.

Domain 1:

- Presenting Problem(s)
- Current Mental Status
- History of Presenting Problem(s)
- Beneficiary-Identified Impairment(s)

Domain 2:

- Trauma

Domain 3:

- Behavioral Health History
- Comorbidity

Domain 4:

- Medical History
- Current Medications
- Comorbidity with Behavioral Health

Domain 5:

- Social and Life Circumstances
- Culture/Religion/Spirituality

Domain 6:

- Strengths, Risk Behaviors, and Safety Factors

Domain 7:

- Clinical Summary and Recommendations
- Diagnostic Impression
- Medical Necessity Determination/Level of Care/Access Criteria

(3) SMHS, DMC, and DMC-ODS Problem List

A. The provider(s) responsible for the beneficiary's care shall create and maintain a problem list.

B. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

C. A problem identified during a service encounter (e.g., crisis intervention) may be addressed by the service provider (within their scope of practice) during that service encounter, and subsequently added to the problem list.

D. The problem list shall be updated on an ongoing basis to reflect the current presentation of the beneficiary.

E. The problem list shall include, but is not limited to, the following:

- Diagnoses identified by a provider acting within their scope of practice, if any. Diagnosis-specific specifiers from the current DSM shall be included with the diagnosis, when applicable.

- Problems identified by a provider acting within their scope of practice, if any.
- Problems or illnesses identified by the beneficiary and/or significant support person, if any.

- The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed.

F. Providers shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

G. DHCS does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, providers shall update the problem list within a reasonable time and in accordance with generally accepted standards of practice.

Progress Notes

A. Providers shall create progress notes for the provision of all SMHS, DMC and DMC-ODS services. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

B. Progress notes shall include:

- The type of service rendered.
- A narrative describing the service, including how the service addressed the beneficiary's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors).
- The date that the service was provided to the beneficiary.
- Duration of the service, including travel and documentation time.
- Location of the beneficiary at the time of receiving the service.
- A typed or legibly printed name, signature of the service provider and date of signature.
- ICD 10 code.³
- Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code.
- Next steps including, but not limited to, planned action steps by the provider or by the beneficiary, collaboration with the beneficiary, collaboration with other provider(s) and any update to the problem list as appropriate.

C. Providers shall complete progress notes within 3 business days of providing a service with the exception of notes for crisis services, which shall be completed within 24 hours.

D. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services (including therapeutic foster care, day treatment intensive, and day rehabilitation). Weekly summaries will no longer be required for day rehabilitation and day treatment intensive.

E. When a group service is rendered, a list of participants is required to be documented and maintained by the plan or provider. Should more than one provider render a group service, one progress note may be completed for a group session and signed by one provider. While one progress note with one provider signature is acceptable for a group activity where multiple providers are involved, the progress note shall clearly document the specific involvement and the specific amount of time of involvement of each provider of the group activity, including documentation time. All other progress note requirements listed above shall also be met.

(5) Treatment and Care Planning Requirements:

Effective July 1, 2022, DHCS removed client plan requirements from SMHS and treatment plan requirements from DMC and DMC-ODS, with the exception of continued requirements specifically noted in Attachment 1 (See DHCS BHIN 22-019). Several of these care plan requirements remain in effect due to applicable federal regulations or guidance.

- A. Targeted Case Management (TCM):** Targeted case management services within SMHS require the development (and periodic revision) of a specific care plan that is based on the information collected.¹ **The TCM care plan:**
- Specifies the goals, treatment, service activities, and assistance to address the negotiated objectives of the plan and the medical, social, educational and other services needed by the beneficiary;
 - Includes activities such as ensuring the active participation of the beneficiary, and working with the beneficiary (or the beneficiary's authorized health care decision maker) and others to develop those goals;
 - Identifies a course of action to respond to the assessed needs of the beneficiary; and
 - Includes development of a transition plan when a beneficiary has achieved the goals of the care plan. These required elements shall be provided in a narrative format in the beneficiary's progress notes.
- B. Peer Support Services:**
- Peer support services must be based on an approved plan of care
 - Peer support services must be based on an approved plan of care. The plan of care shall be documented within the progress notes in the beneficiary's clinical record and approved by any treating provider who can render reimbursable Medi-Cal services.
- C.** Requirements for treatment and care planning for additional service types are found in Attachment 1.

D. Additional Treatment and Care Plan Requirements

(6) Telehealth Consent: If a visit is provided through telehealth (synchronous audio or video) or telephone, the health care provider is required to confirm consent for the telehealth or telephone service, in writing or verbally, at least once prior to initiating applicable health care services via telehealth to a Medi-Cal beneficiary: an explanation that beneficiaries have the right to access covered services that may be delivered via telehealth through an in-person, face-to-face visit; an explanation that use of telehealth is voluntary and that consent for the use of telehealth can be withdrawn at any time by the Medi-Cal beneficiary without affecting their ability to access covered Medi-Cal services in the future; an explanation of the availability of Medi-Cal coverage for transportation services to in-person visits when other available resources have been reasonably exhausted; and the potential limitations or risks related to receiving services through telehealth as compared to an in-person visit, to the extent any limitations or risks are identified by the provider. The provider must document in the patient record the

¹ For valid Medi-Cal claims, appropriate ICD-10 and HCPCS/CPT codes must appear in the clinical record, associated with each encounter and consistent with the description in the progress note. For further guidance on coding during the assessment process, refer to the Code Selection Prior to Diagnosis BHIN. Behavioral Health Information Notice No.: 22-019 Page 8 April 22, 2022 through the assessment. See the California State Plan, Sec. 3, Att. 3.1-A, Supp. 1, pp. 8-17; 42 C.F.R. § 440.169(d)(2) and 42 C.F.R. § 441.18 for more specific guidance.

provision of this information and the patient's verbal or written acknowledgment that the information was received.

D. Other requirements and standards:

- 1). All entries to the beneficiary record shall be legible.
- 2) All entries in the beneficiary record shall include:
 - a) The date of service;
 - b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure, or job title; and the relevant identification number, if applicable.
 - c) The date the documentation was entered in the beneficiary record.
- 3) ICBHS shall have a written definition of what constitutes a long-term care beneficiary (Progress House residents).
- 4) ICBHS shall require providers to obtain and retain a written medication consent form signed by the beneficiary agreeing to the administration of psychiatric medication. This documentation shall include, but not be limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication; probable side effects; possible additional side effects which may occur to beneficiaries taking such medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary. ICBHS shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:
 - 1) Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)
 - 2) Coordinate the services ICBHS furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays.
 - 3) Coordinate the services ICBHS furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)
 - 4) ICBHS shall share with the Department or other managed care entities serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)
 - 5) Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)

6) Ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b))

B. ICBHS shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving ICBHS's beneficiaries. ICBHS shall notify the Department in writing if ICBHS is unable to enter into an MOU or if an MOU is terminated, providing a description of the ICBHS's good faith efforts to enter into or maintain the MOU. The MHP shall monitor the effectiveness of its MOU with Medi-Cal managed care plans. (Cal. Code Regs., tit. 9, § 1810.370.)

C. ICBHS shall implement a transition of care policy that is consistent with federal requirements and complies with the Department's transition of care policy. (42 C.F.R. § 438.62(b)(1)-(2).)

IMPLEMENTATION: Counties shall implement the documentation requirements established in this BHIN effective July 1, 2022. The implementation shall include updating policies and procedures, as well as supporting materials for triennial (SMHS) or annual (DMC/DMCODS) reviews to ensure compliance. Counties shall communicate these updates to providers as necessary.

TRAINING: New clinical and case management staff will be required to complete documentation training available through the County's web-based learning module system (Relias) within two weeks of date of hire.

ONGOING TRAINING: As documentation standards change, updates will be presented to all staff in QII meetings and training will be required for all staff in the QII meetings. QII meetings are mandatory for Quality Improvement and Quality Assurance and all clinical and case management staff are required to sign in and remain for the entire meeting.

DISCIPLINARY ACTION:

If clinical and case management staff are out of compliance with any of the above requirements and standards, a request for assistance in creating protected time must be arranged immediately with the Clinical Administrator or the Deputy Director of Behavioral Health Services. Repeated incidents of non-compliance will result in disciplinary action according to Inyo County Division of Behavioral Health and Substance Use Disorders Programs - Policy and Procedure Code of Conduct and Disciplinary Action

ATTACHMENT D
INSURANCE PROVISIONS

Attachment D: Insurance Requirements for MOST PROFESSIONAL SERVICES (no construction, design or maintenance)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Professional Liability** (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
2. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
3. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, covering Code 8 (hired) and Code 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Transportation services require a \$5,000,000 minimum limit. *(Coverage requirement is waived if performance is entirely from home and/or outside of Inyo County.)*
4. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Coverage requirement may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*

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

OTHER INSURANCE PROVISIONS

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

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

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 12 19 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County,

Attachment D: Insurance Requirements for MOST PROFESSIONAL SERVICES (no construction, design or maintenance)

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.

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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.

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 expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

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

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. **All certificates and endorsements and copies of all 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, at any time.

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

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

**Attachment D: Insurance Requirements for
MOST PROFESSIONAL SERVICES (no construction, design or maintenance)**

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 contractor 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.



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AGENDA ITEM REQUEST FORM

July 22, 2025

Reference ID:
2025-542

Presentation on Proposed Independence Memorial Park Honoring Major General John Singlaub and Captain James Birchim Board of Supervisors NO ACTION REQUIRED

ITEM SUBMITTED BY

Supervisor Jennifer Roeser

ITEM PRESENTED BY

Don Bright, Independence Civic Club Singlaub
Committee and Rick Estes, Special Operations
Association

RECOMMENDED ACTION:

A) Receive a presentation from an interested citizen group regarding the concept of converting the undeveloped southwest corner of the Inyo County Courthouse campus to a proposed Independence Memorial Park honoring military Veterans including Major General John Singlaub and Captain James Birchim; and B) Provide direction and feedback as appropriate.

BACKGROUND / SUMMARY / JUSTIFICATION:

Last year, members of the Independence Civic Club approached Inyo County around the concept of converting the currently vacant southwest corner of the Independence Courthouse Campus to a veterans memorial park. After receiving some initial feedback from County Administration, the group has been working to refine the concept and is now prepared to bring that forward so that the Board may provide an initial reaction and offer guidance or direction as appropriate.

Major General John "Jack" Singlaub and Captain James Birchim are both sons of Independence, California, and their lives and service to the United States were formed by their relationship to the community of Independence, Inyo County, and the unforgiving landscape of the Sierra and Owens Valley. Both men were extraordinary, with Major General Singlaub serving in three major conflicts, World War II, Korea, and Vietnam. Captain Birchim served in Vietnam and was lost after ensuring the men in his patrol were rescued. His body was never recovered.

It is highly unusual that a community as small as Independence has generated two such distinguished men serving in Special Operations. The creation of the Independence Memorial Park will allow these soldiers to be honored in their hometown.

An additional benefit of the Memorial Park will be the remediation of a portion of the vacant lot where the old jail once stood. The Park will include trees, native and non-native plants, and nature-based solutions such as permeable paving, in addition to the memorials. At present, the vacant lot contributes to the heat island effect in the center of Independence, and is an unattractive, unusable space for the many

visitors, hikers, and pedestrians that frequent downtown Independence.

The project is a community-led effort involving the Special Operations Association, the Special Forces Association, the Independence Civic Club, and local veterans. A working committee consisting of Civic Club members, John Singlaub, Dr. Bob Reed, and Rick Estes has been formulating plans, coordinating with County departments, fundraising, and applying for grants.

FISCAL IMPACT:

There are no immediate fiscal impacts associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board has a wide variety of alternative options available to them, ranging from providing specific feedback on the project to not offering support. Should the project not gain support, the existing lot would likely remain vacant and the Independence Civic Club would need to seek out another location for the memorial.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Special Operations Association, Independence Civic Club, Inyo County Public Works Department

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Revitalization Through Effective Planning

APPROVALS:

Darcy Israel	Created/Initiated - 7/15/2025
Darcy Israel	Approved - 7/15/2025
Nate Greenberg	Final Approval - 7/15/2025

ATTACHMENTS:

1. Letter of Support from Special Operations Association
2. History of Major General John K. Singlaub
3. The Life and Legacy of Captain James Douglas Birchim
4. History of the Special Operations Association

Honorable Board of Supervisors, Inyo County
168 N. Edwards St
Independence CA 93526

Attn: Darcy Israel (disrael@inyocounty.us) Please include this email and attachments to The BOD for the July 24th, 2025 Board meeting

Regarding: Proposed Memorial honoring MG John K. Singlaub and Captain James D. Birchum and other military heroes from Independence, Ca.

On Behalf of the Special Operations Association and SOA President Douglas Godshall, I wish to express our enthusiastic support for a possible Memorial to be located in the County of Inyo, City of Independence honoring American Hero Major General John K, Singlaub.

I have attached a brief history of MG Singlaub's many accomplishments, as well as a history of the Special Operations Association.

MG Singlaub was a longtime and active member of the Special Operations Association. He was truly a pioneer in shaping United States Special Operations forces. It will be a great honor to assist in this endeavor should the Inyo County Board of Supervisors decide to move forward on this project.

I will be in attendance at the July 24th meeting and will be happy to answer questions you might have.

Sincerely,

Rick Estes-Special Operations Association

Major General John K. Singlaub (1921–2022)

Hero of Unconventional Warfare and American Patriot

Major General John K. Singlaub's 35-year military career stands as a testament to courage, innovation, and dedication to freedom. A pioneer of special operations, he shaped modern warfare through his leadership in World War II, the Korean War, and the Vietnam War, earning 45 decorations, including the Distinguished Service Medal, Silver Star, and two Purple Hearts.

During World War II, as an Office of Strategic Services (OSS) operative, Singlaub parachuted into Nazi-occupied France with Jedburgh Team JAMES, rallying French Resistance fighters against German forces. In 1945, he led a daring mission on Hainan Island, China, rescuing Allied POWs under Japanese control. His OSS service laid the foundation for the CIA, where he later served as a founding member.

In the Korean War, Singlaub commanded covert operations as CIA Deputy Chief of Station in Seoul, pioneering high-altitude parachuting techniques and guerrilla warfare to disrupt enemy lines. As commander of the Military Assistance Command, Vietnam – Studies and Observation Group (MACV-SOG) from 1966–1968, he led elite cross-border missions against the Ho Chi Minh Trail, showcasing unmatched strategic brilliance.

Stateside, Singlaub helped establish the U.S. Army Ranger Training Center at Fort Benning, Georgia, and shaped Army policy in Washington, D.C., as Deputy Chief of Staff for Personnel and Deputy Assistant Secretary of Defense. His final role as Chief of Staff, U.S. Forces Korea, ended in 1978 after boldly critiquing U.S. policy, reflecting his unwavering commitment to national security.

Post-retirement, Singlaub supported anti-communist causes, aiding the Nicaraguan Contras and advising multiple U.S. presidents. His legacy endures in the Ranger Hall of Fame, Special Forces Regiment, and the USSOCOM Bull Simons Award. This memorial honors his fearless service, strategic vision, and enduring impact on American military history.

Tribute to a Hero: The Life and Legacy of Captain James Douglas Birchim

Captain James Douglas Birchim of Independence, California, was a brave and selfless officer whose service epitomized sacrifice and devotion to duty. As a Special Forces-qualified leader in the U.S. Army's 5th Special Forces Group, he fearlessly led long-range reconnaissance patrols in Laos during the Vietnam War. His final mission, undertaken to protect his fellow soldiers and complete critical objectives, demonstrated extraordinary courage and leadership, even in the face of grave danger. His character and commitment left a lasting impression on those who knew of his service and sacrifice.

James Douglas Birchim was born on July 16, 1946 in Independence, California. He was known locally as "Jimmy," remembered fondly by his classmates and friends for his kindness, intelligence, and leadership, both in civilian life and later as a Green Beret.

Birchim's military career led him to serve as a First Lieutenant (later promoted posthumously to Captain) with Command & Control North (CCN) of the 5th Special Forces Group. On November 15, 1968, he was leading an eight-man Long-Range Reconnaissance Patrol (LRRP) during a mission in Laos when his team was ambushed. Despite suffering a broken ankle and fragmentation wounds, he radioed for extraction and coordinated evacuation efforts with remarkable composure. According to eyewitness accounts, he ensured his three comrades were secured before attempting to board the extraction rig himself, holding on for over half an hour before falling from a great height. He was declared killed in action, body not recovered.

Though his life was tragically cut short, Birchim's legacy endured through the determination of his family—especially his wife, Barbara—who for decades sought clarity about his fate. Her steadfast commitment and pursuit of truth were chronicled in her book *Searching For The Truth*, revealing the intense challenges faced by families of missing servicemembers and underscoring the depth of James's sacrifice.

Captain James Douglas Birchim may be gone, but his bravery, leadership, and the devotion of those who remember him ensure that his sacrifice will never be forgotten.

History of the SOA By Jim Butler, SOA Founder

The early SOA composed only of recon team personnel & the personnel who worked for MACVSOG and supported their missions. Our association would encompass all four services as well as certain government entities to include the chopper pilots who flew for us, the Air Force personnel who directed and supported us, as well as the few Marines and Naval personnel that worked in SOG as well as in our operations.

We had a special kind of brotherhood... We would have given our lives for each other and in some cases, we did. I did not want to lose those relationships that I had, and we have not to this day.

Due to the highly classified nature of our SOG unit, we were not allowed to converse with others about our missions, not even to other Green Berets, and we found that we were the only ones on this planet who understood what each other have gone through. The SOA offered a way to preserve these relationships.

At our first reunion we had 13 men get together at the Fort Devens Rod and Gun Club. The stories were great & the camaraderie was back between all of us. At this meeting on Christmas Eve, 1971 we reaffirmed our commitment to each other and knew that, regardless of where life took us, we would always be there for each other. It was this moment that I recognized the value of an "official" Special Operations Association to both the men and to the family of those lost. I felt the need to set up the SOA in order to obtain coverage for our unique veteran concerns and to take care of "Our Guys". The Special Operations Association established a secure line of communication that was needed for me & my men.

We all agreed that we would make an effort to get together at least every five years regardless of where we were in the world. From that moment on, each and every one of us knew that we had friends closer than brothers and should the need arise all we had to do was declare a PRAIRIEFIRE EMERGENCY and a BRITELIGHT would launch immediately. These relationships are still in place today.

The second reunion grew to 28 men who flew in from all over the world. Thus, the memo of our reunion continued to pass by word-of-mouth. As men sent me contact info to each of them I started building the telephone tree; then in 1976 I incorporated the SOA as a charitable organization and shortly after we became a national organization. The only membership criteria was to be SOG personnel or SOG support activities personnel and we had the men on board who could attest to who were SOG and not.

All of these men that I contacted were to try and locate other people who were either C&C Recon or supported our activities. At first it was to be a One-Zero organization, with projects/plans and directions dictated by One-Zeros. During the course of the next 10 years other C&C/SOG personnel directly contacted me and were interested in joining the organization.

The reunion was for the Brotherhood. First, I inducted our dear friend Martha Raye as an honorary member into the SOA. Then I invited the driving forces for *The League of Families*, as I heard that *The League* was being stonewalled by the Carter Administration and was not receiving any support

from the VFW and the American Legion. I allowed their driving forces to address the SOA attendees about the total lack of support for the POW/MIA issue and after they were done we decided to support them in their endeavors. *In 1979 the SOA became the first Veterans Group to formally support the League of Families.* In 1980 with the help of General Jack Singlaub, MACVSOG and its missions appeared for the first time in a documented history of the Vietnam War.

The Specific and primary purposes for setting up the Special Operations Association:

The goal of the SOA is to unite fraternally all veterans, retired and active duty, who are now or have conducted Special Operations deep in hostile enemy territory, or have been assigned to the United States or foreign military units which conducted such operations; (This was our definition for membership at this time as we could not use the name MACVSOG as it was still classified.)

1. To unite fraternally all war veterans who are now conducting or supporting classified "Special Operations" deep in hostile enemy territory, or have been assigned to the United States or foreign military units which conducted such operations.

(This was our definition for membership at this time as we could not use the name MACVSOG as it was still classified.)

2. To perpetuate the Special Operations esprit de corps
3. To commemorate fittingly the memory of those who have given their lives in defense of the Free World.

Therefore in 1981 we started the "*Special Operations Scholarship Fund*" each scholarship would be given in the name of one of our killed or missing in action. We present these scholarships annually and read a brief bio of the circumstances of the KIA or MIA member's last mission.

4. To educate its members and the citizens of the USA in the proper development of Special Operations and to keep them abreast of new developments in the field of Special Operations as is consistent with security regulations.
5. To create & compile communication networks for Members
6. Our organization would first and foremost support "qualified" membership; To help those who needed it, to get on their feet on the ground and become integral parts of US Society.
7. To encourage every member of the association toward a closer personal relationship and a friendly spirit of mutual cooperation
8. To foster and promote general welfare and prosperity of the members and to improve by all lawful means their status and condition.
9. To be a source of inspiration for all Special Operations personnel.

General Jack Singlaub gave me the greatest compliment when he approached me at one of our reunions with a rhetorical question, "*Do you have any idea of how many men you saved just by setting this organization up?*" This is the very essence of why I established the Special Operations Association: to recognize our special veterans & their families.

I am honored to have founded an organization with such achievement.

Jim Butler
Founder, Special Operations Association



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AGENDA ITEM REQUEST FORM

July 22, 2025

Reference ID:
2025-531

Ordinance Designating Fire Hazard Severity Zones in Local Responsibility Areas of Unincorporated Inyo County

County Administrator - Emergency Services

ACTION REQUIRED

ITEM SUBMITTED BY

Kristen Pfeiler, Wildfire Preparedness Coordinator

ITEM PRESENTED BY

Kristen Pfeiler, Wildfire Preparedness Coordinator

RECOMMENDED ACTION:

Waive further reading of a proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Designating Fire Hazard Severity Zones (FHSZ)," and schedule enactment for August 5, 2025 in the Board of Supervisors Chambers, 224 N. Edwards St., Independence.

BACKGROUND / SUMMARY / JUSTIFICATION:

On March 24, 2025, the California State Fire Marshal released updated Fire Hazard Severity Zone (FHSZ) maps for Local Responsibility Areas (LRA), including unincorporated areas of Inyo County. Under Government Code Section 51179, the County is required to adopt these maps by ordinance within 120 days. The updated maps classify areas as Moderate, High, or Very High fire hazard zones, using advanced modeling based on fire history, vegetation, terrain, flame length, ember exposure, proximity to wildland areas, and fire weather conditions.

This is the first comprehensive update to the LRA maps since they were originally released between 2007 and 2011 (the State Responsibility Area (SRA) maps were updated in 2024 and previously adopted by your Board). Since the last update, wildfire behavior has changed significantly due to climate shifts, and mapping technology has greatly improved. The new maps also expand beyond just identifying Very High zones to more accurately capture Moderate and High hazard areas, providing a clearer picture of community and regional wildfire risk and supporting better local planning.

Adopting these maps ensures the County complies with State law and gives communities up-to-date information on their wildfire exposure. Properties in Very High zones within the LRA will be subject to defensible space requirements under Government Code Section 51182. While the County cannot lower the hazard designations assigned by the State, it may elevate a zone's classification with appropriate findings.

Importantly, fire hazard zone designations do not directly affect a homeowner's insurance eligibility or rates. For residents, these maps primarily inform defensible space responsibilities and future development requirements. For the County, they serve as a critical tool for land use decisions, grant

funding strategies, and the prioritization of wildfire mitigation work. Adoption of the updated maps aligns local resilience efforts with evolving wildfire conditions and statewide policy.

The map can be found on the Ready Inyo website: <https://ready.inyocounty.us/pages/wildfire>

More details can be found on CALFIRE's websites:

<https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones>; and

<https://fire-hazard-severity-zones-rollout-calfire-forestry.hub.arcgis.com/pages/db6b7a71451a450babc9e41ec5e33d3b>

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose not to adopt the Ordinance to integrate the updated Fire Hazard Severity Zone (FHSZ) maps into County code. This is not recommended, as the County is required to take this action to ensure compliance and enhance wildfire preparedness across unincorporated Inyo County. Further not adopting the maps could create legal risks, reduce the County's access to resources, weaken fire preparedness efforts, and diminish its influence over local wildfire resilience planning. Note that the County may choose to designate additional areas as Moderate, High, or Very High Fire Hazard Severity Zones beyond those identified by the State, if supported by substantial evidence that doing so is necessary for effective fire protection under Government Code Section 51182.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection
High Quality Services | Public Safety and Emergency Response

APPROVALS:

Kristen Pfeiler	Created/Initiated - 7/10/2025
Darcy Israel	Approved - 7/14/2025
John Vallejo	Approved - 7/14/2025
Nate Greenberg	Final Approval - 7/14/2025

ATTACHMENTS:

1. Fire Hazard Severity Zones in Local Responsibility Area - Inyo County
2. Presentation - Fire Hazard Severity Zones

ORDINANCE _____

**AN ORDINANCE OF THE INYO COUNTY
BOARD OF SUPERVISORS DESIGNATING FIRE HAZARD SEVERITY ZONES (FHSZ)**

WHEREAS, the State Fire Marshal is mandated by Public Resources Code 4202 to classify lands within State Responsibility Areas into Fire Hazard Severity Zones (FHSZ),

WHEREAS, Government Code §51178 requires the State Fire Marshall to identify areas in the state as moderate, high, or very high fire hazard severity zones based on consistent statewide criteria and based on the severity of the fire hazard that is expected to prevail in that area,

WHEREAS, Government Code §51179(a) requires that a local agency shall designate, by ordinance, Moderate, High, and Very High FHSZ in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to §51178,

WHEREAS, Inyo County received updated recommendations from the Office of the State Fire Marshal on March 24, 2025,

WHEREAS, the maps are currently posted on the Ready Inyo website for public view at: <https://ready.inyocounty.us/pages/wildfire>

NOW, THEREFORE, BE IT ORDAINED that the Inyo County Board of Supervisors hereby finds as follows:

1. Inyo County hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.
2. The map, approved by Inyo County and entitled “Inyo County Fire Hazard Severity Zones,” is attached as Exhibit A and hereby incorporated by reference.

PASSED AND ADOPTED this 22nd day of July, 2025, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Scott Marcellin, Chairperson

Inyo County Board of Supervisors

ATTEST: Nate Greenberg
 Clerk of the Board

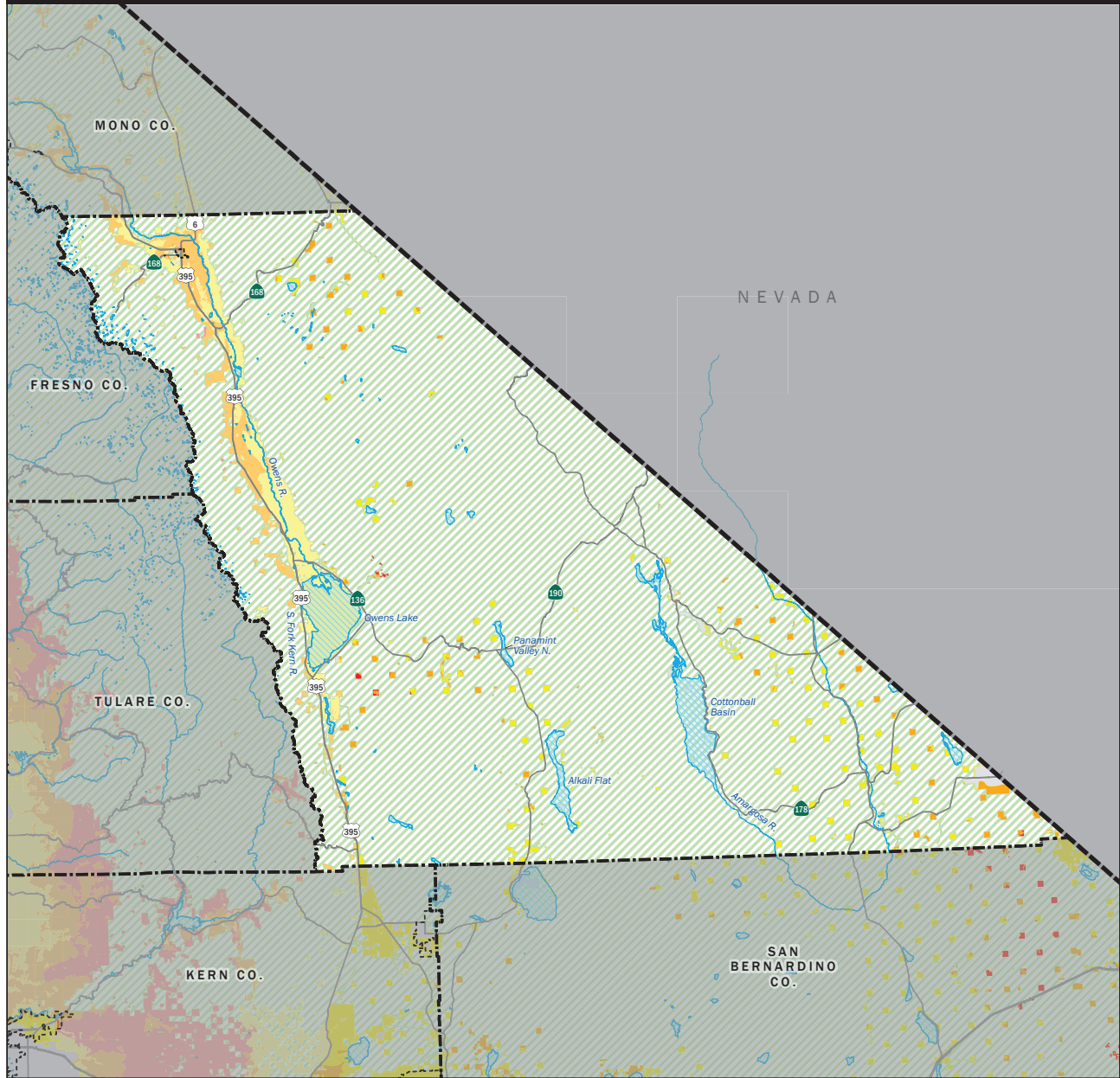
By: _____
 Darcy Ellis
 Assistant Clerk of the Board



Local Responsibility Area Fire Hazard Severity Zones

As Identified by the
State Fire Marshal

March 24, 2025

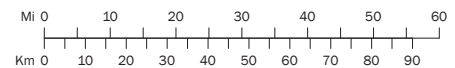


Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High High Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High High Moderate



Projection: NAD 83 California Teale Albers
Scale: 1:1,196,000 at 11" x 17"

 Incorporated City Waterbody
 Unzoned LRA Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)

CAL FIRE



Fire Hazard Severity Zones



Compare old (2007-2011) with new (2025) recommended FHSZ in LRA

[CLICK TO FIND YOUR FHSZ & LOCAL CONTACTS](#)

How to use this map

Scroll down in this panel to view all instructions.

Compare old and new FHSZ in LRA

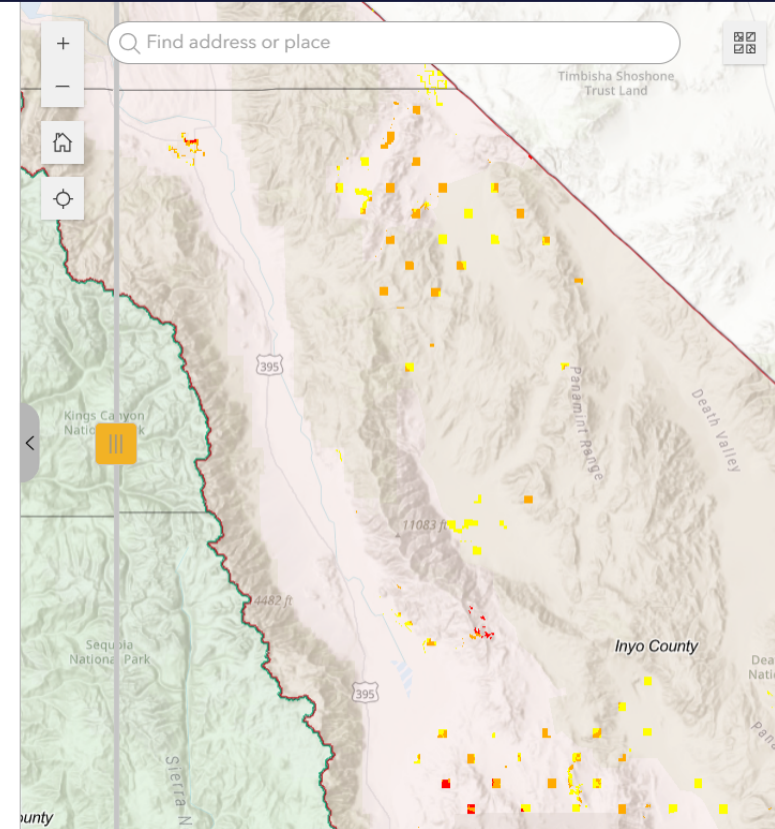
Drag the **slider** in the middle of this map back and forth to compare old (2007-2011) with new (2025) Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as recommended by the State Fire Marshal.

Moving the slider to the **left** will reveal the **new** recommendations. Moving the slider to the **right** will reveal the **old** recommendations. Additionally, you may refer to the **map legend** at right to differentiate between old and new recommendations.

Find your address

Use one of the following search methods:

- Click in the **Find address or place** box at the top of the map and type in your address, city, or county, then click the desired result or press Enter on your keyboard.
- Click the **Find my location** button (target icon) near the top left of the map.



2025 Fire Hazard Severity Zones in Local Responsibility Area, as Recommended by the State Fire Marshal

Fire Hazard Severity Zone

- Very High
- High
- Moderate

2007-2011 Fire Hazard Severity Zones in Local Responsibility Area, as Recommended by the State Fire Marshal

- Very High

FHSZ Rollout Phases

Rollout Phase

- Phase 1
- Phase 2
- Phase 3
- Phase 4

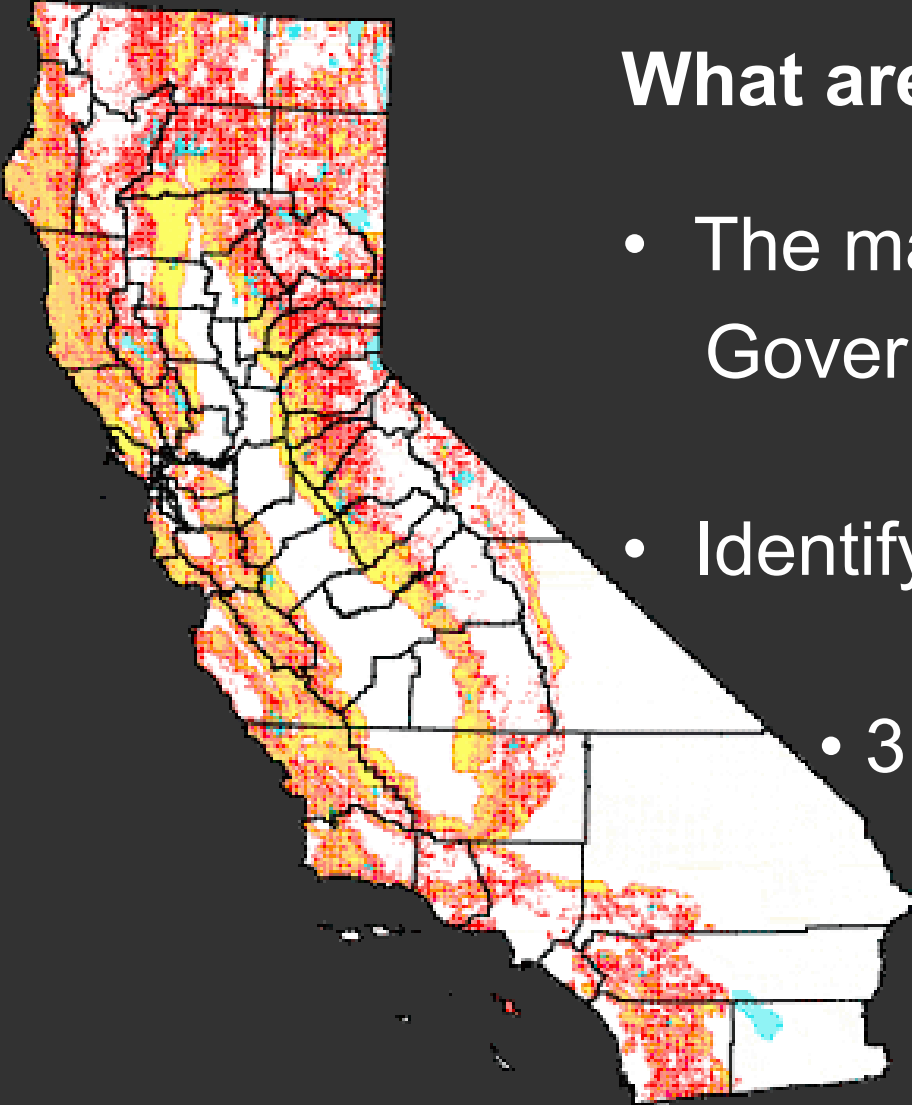
<https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones>

Fire Hazard Severity Zones



What are the Zones?

- The maps are required by Government Code 51178 & 51179
- Identify levels of fire hazard
 - 3 levels (Moderate, High, & Very High)



Fire Hazard Severity Zones



How are the Zones determined?

- CAL FIRE used the best available science and data to develop, and field test a model that served as the basis of zone assignments. The model evaluated the probability of the area burning and potential fire behavior in the area.
- Factors: fire history, vegetation, flame length, blowing embers, proximity to wildland, terrain, and weather



Fire Hazard Severity Zones



New Updates

- Updated burn probabilities for wildland areas (inclusive of 2020 fires)
- Updated fire environment footprints (urban/developed)
- Updated Vegetation density for urban areas
- Inclusion of slope in the urban zoning model
- **Localized fire weather used in both wildland and urban models**
- **New firebrand production and transport model using discrete local wind vector distributions**



Fire Hazard Severity Zones



What is the map for?

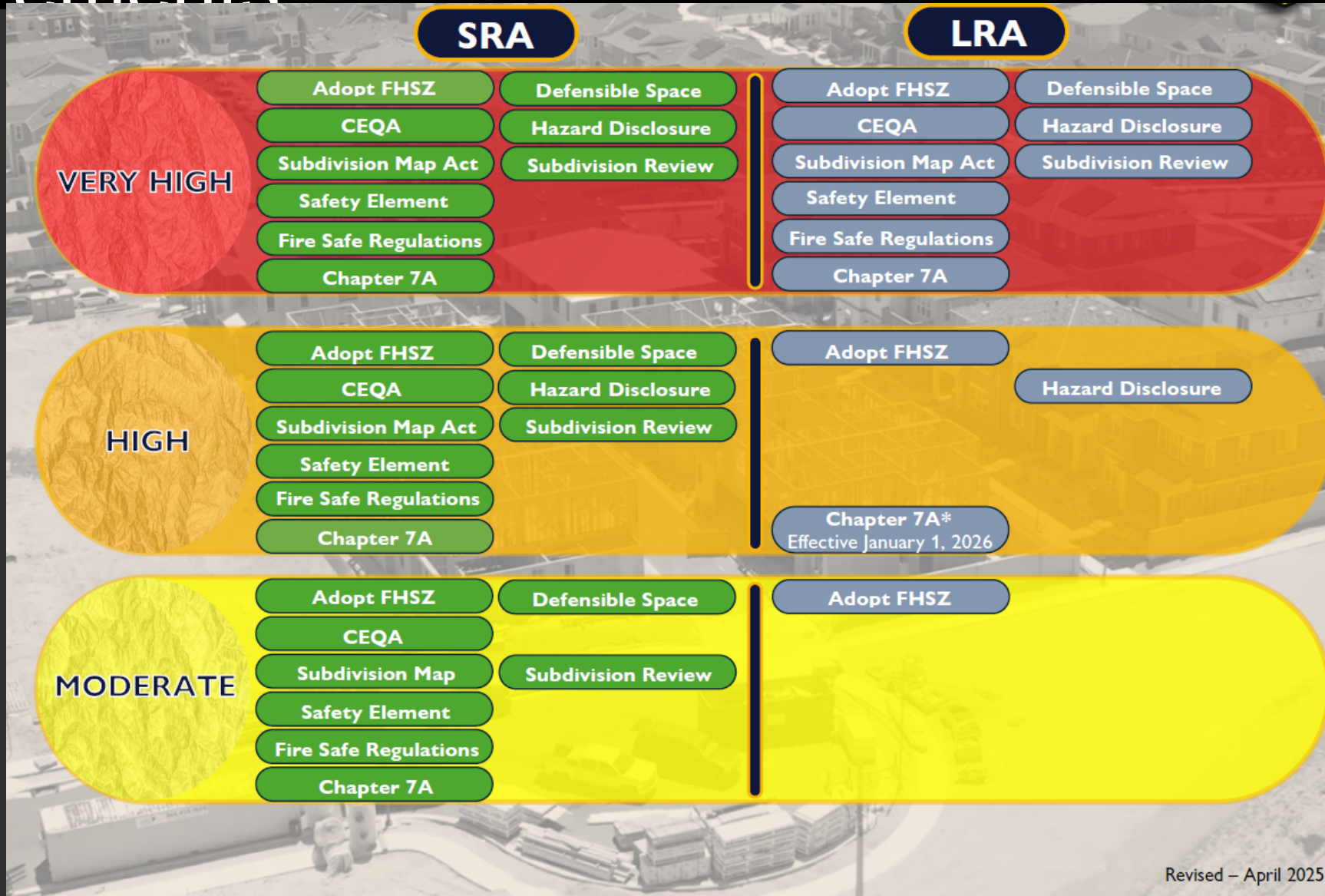
- Building standards for new construction in the Wildland-Urban Interface (California Building Code Chapter 7A)
- Property development standards such as road widths, water supply and signage (Fire Safe Regulations)
- Defensible Space Requirements (Government Code 51182)
- Natural hazard real estate disclosure



Examples of State Minimum Requirements



What's Impacted...



Fire Hazard Severity Zones



Adoption Timeline:

March 24, 2025

- Maps finalized by CALFIRE

May 12, 2025

- Maps adopted by City of Bishop

June 25, 2025

- Presentation to Eastern Sierra Council of Governments

July 22, 2025

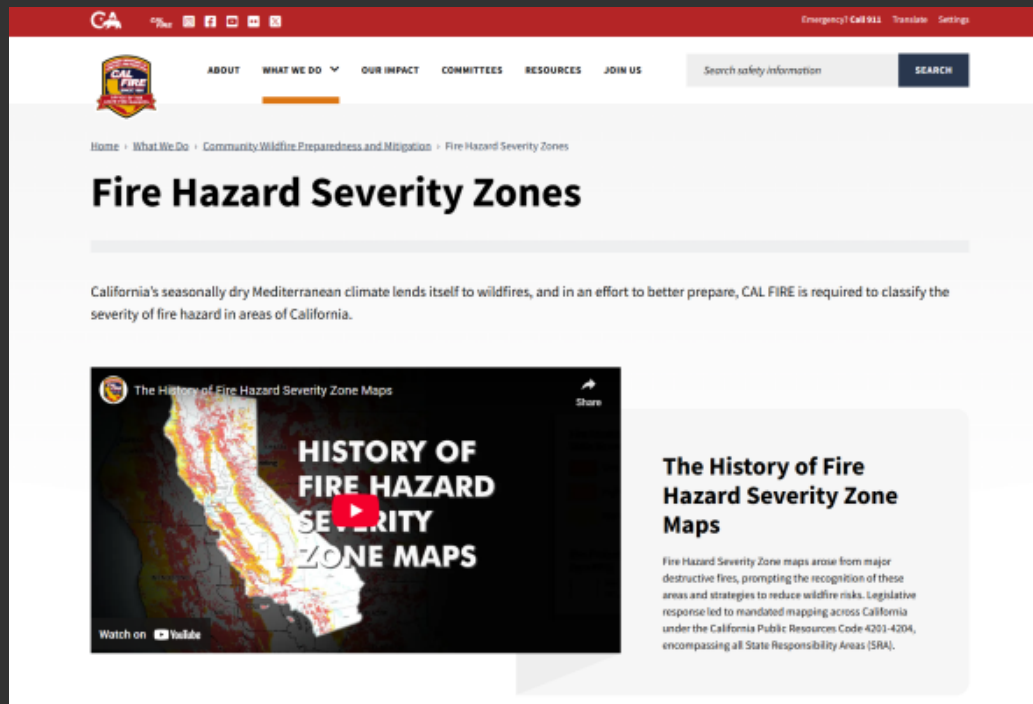
- Maps adopted by County of Inyo



Questions?



osfm.fire.ca.gov/fhsz



<https://fire-hazard-severity-zones-rollout-calfire-forestry.hub.arcgis.com/pages/db6b7a71451a450babc9e41ec5e33d3b>



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 22, 2025

Reference ID:
2025-507

Fiscal Year 2025-2026 Lower Owens River Project Work Plan, Budget, and Schedule Water Department ACTION REQUIRED

ITEM SUBMITTED BY

Holly Alpert, Water Director

ITEM PRESENTED BY

Holly Alpert, Water Director

RECOMMENDED ACTION:

Adopt the 2025-2026 Fiscal Year Lower Owens River Project Work Plan, Budget, and Schedule.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Lower Owens River Project (LORP) Work Plan, Budget, and Schedule for the 2025-2026 Fiscal Year have been jointly developed by the Inyo County Water Department (ICWD) and the Los Angeles Department of Water and Power (LADWP). The Technical Group adopted this document on June 24, 2025, and recommends its approval by our respective governing boards.

The LORP work plan, guided by legal agreements, orders, and environmental commitments, outlines activities, budgets, and schedules for maintaining compliance with court orders, conducting necessary monitoring, and implementing adaptive management measures. Priorities include maintaining required river flows, habitat and water quality monitoring, and preparing an annual report.

The budget for operations, maintenance, monitoring, mosquito abatement, noxious species control, and reporting activities totals \$746,851.81, with Inyo County contributing \$80,000 and LADWP contributing \$666,851.81. Calculated based on the difference of expenditures between Inyo County and LADWP and divided evenly, the work plan will 'cost' the County a combined total of \$373,425.90, which will be paid from the LORP Trust Account held by the County. The remaining balance of the Trust after this payment will be approximately \$1,317,049.

The work plan describes specific tasks to be performed. These include operations and maintenance of river and waterfowl conveyances (LADWP), hydrologic monitoring (LADWP), biological monitoring (ICWD/LADWP), and adaptive management (ICWD/LADWP). It also addresses mosquito abatement (Inyo Ag), noxious species control (Inyo Ag/LADWP), and salt cedar control (ICWD/LADWP) within the LORP boundaries. Range monitoring is included in the work plan, but the task is the sole responsibility of LADWP.

Key components of the Adaptive Management section include implementing the Interim Blackrock Waterfowl Management Area (BWMA) Interim Plan (Inyo/LADWP), monitoring the flooded extent of the BWMA waterfowl basins (ICWD), BWMA avian and vegetation monitoring (Inyo/LADWP), analyzing tree recruitment data collected over the past several years (ICWD), conducting rapid assessment surveys to

look for tree recruitment and the spread of weeds (ICWD), and monitoring water quality (ICWD). There will be additional effort this year within adaptive management to monitor and treat pepperweed populations along the river and within BWMA. It is expected that this treatment will be highly advantageous as these are immature populations.

The work plan provides a schedule that outlines when monitoring and reporting activities are to be carried out throughout the fiscal year.

FISCAL IMPACT:

Funding Source	Non-General Fund (LORP Trust)	Budget Unit	504103
Budgeted?	Yes	Object Code	N/A
Recurrence	One-Time Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

N/A

Current Fiscal Year Impact
Up to \$373,425.90 for the period between July 1, 2025, and June 30, 2026
Future Fiscal Year Impacts
Unknown at this time
Additional Information

N/A

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to adopt the Lower Owens River Project work plan, budget, and schedule and direct staff to work with Los Angeles Department of Water and Power staff to modify the work plan, budget, and schedule.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

LADWP, Inyo-Mono Agricultural Commissioner's Office

STRATEGIC PLAN ALIGNMENT:


Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Holly Alpert	Created/Initiated - 6/19/2025
Darcy Israel	Approved - 6/19/2025
Holly Alpert	Approved - 6/24/2025
Keri Oney	Approved - 6/26/2025
John Vallejo	Approved - 6/27/2025
Amy Shepherd	Approved - 7/15/2025
Nate Greenberg	Final Approval - 7/15/2025

ATTACHMENTS:

1. 2025-2026 LORP Work Plan and Budget



Lower Owens River Project Work Plan, Budget, and Schedule 2025-2026 Fiscal Year

Prepared by
Inyo County Water Department and
Los Angeles Department of Water and Power

Lower Owens River Project Work Plan, Budget, and Schedule

2025-2026 Fiscal Year

The Inyo County Water Department (ICWD) and the Los Angeles Department of Water and Power (LADWP) jointly prepared this 2025-26 Fiscal Year Lower Owens River Project Work Plan. The Inyo County/Los Angeles Technical Group adopted this work plan on June 24, 2025. The Technical Group recommends that the Inyo County Board of Supervisors and the City of Los Angeles Board of Water and Power Commissioners or their designee approve the 2025-26 Fiscal Year Lower Owens River Project Work Plan.

Introduction

The Final Environmental Impact Report for the Lower Owens River Project (LORP) Section 2.2.1 provides that the Long-Term Water Agreement (LTWA) Technical Group will develop and adopt an annual work plan for the LORP, which describes LORP work to be performed in the following fiscal year. This work plan identifies who will perform or oversee tasks, a schedule, and a budget. This work plan and budget were prepared according to the Agreement between the County of Inyo (County) and City of Los Angeles Department of Water and Power Concerning Funding of the Lower Owens River Project (Funding Agreement) sections D, E, and F. Following adoption by the Technical Group, the work plan will be submitted to the County and LADWP governing boards for approval. Each governing board must approve the plan before this work plan and budget can be implemented. The Work Plan, Budget, and Schedule are in effect from July 1, 2025 – June 30, 2026.

The objectives of this work plan are to maintain compliance with the July 11, 2007, Superior Court Stipulation and Order in Case No. S1CVCV01-29768, conduct monitoring necessary to achieve the LORP goals described in the 1997 Memorandum of Understanding, maintain infrastructure necessary to the operation of the LORP, and implement adaptive management measures. The following priorities are observed in this work plan:

1. Work and activities required to maintain required flows in the river and required water supplies to other LORP components.
2. Maintenance associated with flow compliance monitoring and reporting associated with the above referenced Stipulation and Order.
3. Habitat and water quality monitoring described in the LORP Final EIR, or required to comply with the requirements of the Lahontan Regional Water Quality Control Board.
4. The preparation of the LORP Annual Report as required by Section 2.10.4 of the LORP Final EIR and by Section L of the above referenced Stipulation and Order.
5. Other work or activities including the implementation of adaptive management measures.

Section 1 of this work plan covers the budget and schedule for operations and maintenance, monitoring, mosquito abatement, noxious species control, saltcedar control, and reporting activities.

Section 2 outlines Adaptive Management activities identified to be conducted in the 2025-26 fiscal year.

The budget amount reflects the additional costs above equal sharing of work by the parties and does not include the costs of Inyo and LA staff times where they offset.

LORP Operations & Maintenance, Monitoring, and Adaptive Management Budget

Table 1 summarizes the costs of operation, maintenance, and monitoring for the fiscal year and specifies the costs incurred for standard operations, maintenance, and monitoring, as well as for Adaptive Management. A summary of these activities follows in Sections 1 and 2 below.

In 2025-26 a total of 4 people days will be required to complete standard biologic monitoring tasks. Inyo County and LADWP will each contribute 2 days. Maintenance, Operations, and Hydrologic monitoring are tasks solely performed by LADWP, and are shared costs between Inyo County and LADWP. LADWP has allocated 80 days for Range Monitoring, which is a LADWP cost. Inyo County and LADWP will perform additional Adaptive Management tasks over 194 people days (Inyo County and LADWP each 97 days).

Based on this budget, total cost for the fiscal year is \$746,851.81, with Inyo County contributing \$80,000 and LADWP contributing \$666,851.81. Inyo County's Post Implementation Credit was reduced to zero following FY 2023-24; subsequently Inyo County's LORP trust fund account is now the sole funding source and will be decreased by \$293,425.90. The cost to the trust is calculated by subtracting the dollars LADWP will spend during the fiscal year from the amount spent by Inyo County and dividing this figure by two.

Table 1. LORP Work Plan Summary Budget, FY 2025-26.

Inyo County	Budgeted Staff Work Days	Value of Additional Staff Time, Materials, and Equipment	Payment/Credit
Biological Monitoring	2	\$0.00	
Mosquito Abatement	-	\$30,000.00	
Noxious Species Control	-	\$50,000.00	
Adaptive Management	97	\$0.00	
Inyo County Totals	99	\$80,000.00	(\$293,425.90)
LADWP	Budgeted Staff Work Days	Budgeted Value of Additional Staff Time, Materials, and Equipment	
Hydrologic Monitoring	-	\$81,140.00	
Biological Monitoring	2	\$0.00	
Operations and Maintenance	-	\$506,382.11	
Mosquito Abatement	-	\$30,000.00	
Rodent Control	-	\$10,000.00	
Adaptive Management	97	\$39,329.70	
LADWP Totals	99	\$666,851.81	
Combined Total	198	\$746,851.81	
Inyo County Credit Adjustment (1/2 of the Difference in Expenditures between Inyo County and LADWP)		(\$293,425.90)	

Footnote to Table 1. Post Implementation Credit and Trust Accounting

Original Post Implementation Credit		2,253,033.00	2,253,033.00
Increase Post Imp Credit by 2.9% based on the July 2007 price Index	2.9%	65,337.96	2,318,370.96
County's obligation for July 11, 2007 to June 30, 2008 period		243,524.00	2,074,846.96
Increase the remaining balance of the Post Implementation Credit by 5.7% based upon the July 2008 price index	5.7%	118,266.28	2,193,113.23
County's obligation for 2008-2009 fiscal year		243,524.00	1,949,589.23
Reduce the remaining balance of the Post Implementation Credit by 1.3% based upon the April 2009 price index	-1.3%	25,344.66	1,924,244.57
County's share of the costs for the 2009-2010 work plan and budget, including adaptive management.		266,176.00	1,658,068.57
Increase the remaining balance of the Post Implementation Credit by 1.9% based upon the April 2010 price index effective July 10, 2010	1.9%	31,503.30	1,689,571.88
County's share of the costs for the 2010-2011 work plan and budget, including adaptive management effective July 21, 2010.		317,805.00	1,371,766.88
Increase the remaining balance of the Post Implementation Credit by 3.3% based upon the April 2011 price index effective July 10, 2011.	3.3%	45,268.31	1,417,035.18
County's share of the costs for the 2011-2012 work plan and budget, including adaptive management effective July 21, 2011.		48,278.00	1,368,757.18
County's share of the costs for the Amended 2011-2012 work plan and budget, effective July 21, 2011.		57,687.00	1,311,070.18
Increase the remaining balance of the Post Implementation Credit by 1.5% based upon the April 2012 price index effective July 10, 2012.	1.5%	19,666.05	1,330,736.24
County's share of the costs for the 2012-2013 work plan and budget, including adaptive management effective July 23, 2012.		14,084.00	1,344,820.24
Increase the remaining balance of the Post Implementation Credit by 0.9% based upon the April 2013 price index effective July 10, 2013.	0.9%	12,103.38	1,356,923.62
County's share of the costs for the 2013-2014 work plan and budget, including adaptive management effective June 21, 2013.		41,979.00	1,398,902.62
Increase the remaining balance of the Post Implementation Credit by 1.4% based upon the April 2014 price index effective July 10, 2014.	1.4%	19,584.64	1,418,487.25
County's share of the costs for the 2014-2015 work plan and budget, including adaptive management effective June 21, 2014.		78,483.00	1,340,004.25
Increase the remaining balance of the Post Implementation Credit by 0.5% based upon the April 2015 consumer price index.	0.5%	6,700.02	1,346,704.28
County's share of the costs for the 2015-2016 work plan and budget, including adaptive management effective June 21, 2015.		73,755.00	1,272,949.28
Increase the remaining balance of the Post Implementation Credit by 2.0% based upon the April 2016 consumer price index.	2.0%	25,458.99	1,298,408.26
County's share of the costs for the 2016-2017 work plan and budget, including adaptive management effective June 21, 2016.		84,704.00	1,213,704.26
Increase the remaining balance of the Post Implementation Credit by 2.7% based upon the April 2017 consumer price index.	2.7%	32,770.02	1,246,474.28
County's share of the costs for the 2017-2018 work plan and budget, including adaptive management, effective October 31, 2018.		114,857.00	1,131,617.28
Increase the remaining balance of the Post Implementation Credit by 4.0% based upon the April 2018 consumer price index.	4.0%	45,264.69	1,176,881.97
County's share of the costs for the 2018-2019 work plan and budget, including adaptive management, effective October 31, 2019.		139,493.00	1,037,388.97

Increase the remaining balance of the Post Implementation Credit by 3.3% based upon the April 2019 consumer price index.	3.3%	34,233.84	1,071,622.80
County's share of the costs for the 2019-2020 work plan and budget, including adaptive management, effective October 31, 2020.		132,557.50	939,065.30
Increase the remaining balance of the Post Implementation Credit by 0.7% based upon the April 2020 consumer price index.	0.7%	6,573.46	945,638.76
County's share of the costs for the 2020-2021 work plan and budget, including adaptive management, effective October 31, 2021.		252,481.42	693,157.34
Increase the remaining balance of the Post Implementation Credit by 3.6% based upon the April 2021 consumer price index.	3.6%	24,953.66	718,111.01
County's share of the costs for the 2022-2023 work plan and budget, including adaptive management, effective October 31, 2022.		175,435.79	542,675.22
Increase the remaining balance of the Post Implementation Credit by 7.9% based upon the April 2022 consumer price index.	7.9%	42,871.34	585,546.56
County's share of the costs for the 2022-2023 work plan and budget, including adaptive management, effective October 31, 2023.		192,211.26	393,335.30
Increase the remaining balance of the Post Implementation Credit by 3.8% based upon the April 2023 consumer price index.	3.8%	14,946.74	408,282.04
County's share of the costs for the 2023-2024 work plan and budget, including adaptive management, effective October 31, 2024.		419,438.47	-11,156.43
LORP Trust Fund as of April 7, 2025.			2,066,557.87
LORP Trust Fund with the difference in cost associated with 2023-24 work plan and budget, including adaptive management, effective October 31, 2024.*			2,055,401.44

*The original post implementation credit was reduced to below zero following FY 2023-24, prompting the start of the LORP Trust Fund Account (see Post-Implementation Agreement section I.9).

Section 1. Maintenance and Monitoring Tasks

LORP Tasks

The maintenance and monitoring portion of this work plan consists of four categories of tasks: operations and maintenance, hydrologic monitoring, biological monitoring, and range monitoring.

Operations and Maintenance

Operation activities consist of setting and checking flows and ensuring that necessary flows reach the river to maintain mandated base and seasonal habitat flows. Estimates of the level of effort necessary for maintenance are adjusted as required by section II.D of the Funding Agreement and provides that costs for maintenance above the baseline costs for facilities in the river corridor and the Blackrock Waterfowl Management Area (BWMA) shall be shared. Maintenance activities associated with the river and its tributaries may consist of: cleaning sediment accumulations and other obstructions from water measurement facilities, cleaning sediment and aquatic vegetation from ditches, mowing ditch margins, adjustments to flow control structures, maintenance/replacement of existing structures. For the BWMA this work may include: annual maintenance to spillgates, ditches, dikes, berms, ponds, and other infrastructure associated with the BWMA.

Budgeted Operations and Maintenance costs and associated material costs for 2025-26 are included in Table 2. The estimated costs for River corridor and BWMA facilities are \$287,630.20 and \$409,481.51 respectively, for an overall 2025-26 operations and maintenance expenditure of \$697,111.71. This figure reduced by the combined CPI-adjusted baseline costs for the river corridor and BWMA facilities is \$506,382.11 (Table 2).

Table 2. LORP Operations and Maintenance Budget 2025-26 Fiscal Year

Labor					Equipment			
Location/Activity	Labor type	Hours	Labor Rate	Total Labor	Equipment/Materials	Hours	Rate	Total Equip
River								
Measuring Station Maintenance								
Cleaning	Building Repairman	10	\$53.98	\$539.80	3 axle dump truck	30	\$94.12	\$2,823.60
	MCH	50	\$47.64	\$2,382.00	3/4 ton 4x4 pick-up	100	\$41.96	\$4,196.00
	Equipment Operator	10	\$58.56	\$585.60	Excavator	30	\$132.61	\$3,978.30
	Power Shovel Operator	30	\$61.75	\$1,852.50	Mower	10	\$48.93	\$489.30
	Truck Driver	30	\$49.99	\$1,499.70				
Subtotal		130		\$6,859.60		170		\$11,487.20
Intake Spillgate								
Maintenance	Building Repairman	40	\$53.98	\$2,159.20	3 axle dump truck	40	\$94.12	\$3,764.80
	MCH	340	\$47.64	\$16,197.60	3/4 ton 4x4 pick-up	620	\$41.96	\$26,015.20
	Equipment Operator	200	\$58.56	\$11,712.00	Bull Dozer	80	\$67.07	\$5,365.60
	Power Shovel Operator	40	\$61.75	\$2,470.00	Excavator	40	\$132.61	\$5,304.40
	Truck Driver	40	\$49.99	\$1,999.60	Mower	20	\$48.93	\$978.60
Subtotal		660		\$34,538.40		800		\$41,428.60
Thibaut Spillgate and Ditch								
Cleaning	MCH	120	\$47.64	\$5,716.80	3 axle dump truck	40	\$94.12	\$3,764.80
	Equipment Operator	80	\$58.56	\$4,684.80	3/4 ton 4x4 pick-up	160	\$41.96	\$6,713.60
	Power Shovel Operator	40	\$61.75	\$2,470.00	Backhoe and trailer	40	\$56.29	\$2,251.60
	Truck Driver	20	\$49.99	\$999.80	Excavator	40	\$132.61	\$5,304.40
					Loader	40	\$110.68	\$4,427.20
Subtotal		260		\$13,871.40		320		\$22,461.60
Independence Spillgate and Ditch								
Cleaning/Mowing	Power Shovel Operator	40	\$61.75	\$2,470.00	3/4 ton 4x4 pick-up	280	\$41.96	\$11,748.80
	MCH	160	\$47.64	\$7,622.40	Excavator	40	\$132.61	\$5,304.40
	Equipment Operator	80	\$58.56	\$4,684.80	Loader	40	\$110.68	\$4,427.20
	Truck Driver	30	\$49.99	\$1,499.70	Mower	40	\$48.93	\$1,957.20
					Low bed/side dump	10	\$104.99	\$1,049.90
					Water truck	40	\$54.23	\$2,169.20
Subtotal		310		\$16,276.90		450		\$26,656.70
Locust Spillgate and Ditch								
Cleaning	MCH	100	\$47.64	\$4,764.00	3 axle dump truck	40	\$94.12	\$3,764.80
	Equipment Operator	80	\$58.56	\$4,684.80	3/4 ton 4x4 pick-up	200	\$41.96	\$8,392.00
	Power Shovel Operator	20	\$61.75	\$1,235.00	Backhoe and trailer	80	\$56.29	\$4,503.20
	Truck Driver	40	\$49.99	\$1,999.60	Excavator	20	\$132.61	\$2,652.20
Subtotal		240		\$12,683.40		340		\$19,312.20
Georges Ditch								
Cleaning/Mowing	MCH	120	\$47.64	\$5,716.80	3/4 ton 4x4 pick-up	240	\$13.60	\$3,264.00
	Equipment Operator	80	\$58.56	\$4,684.80	Backhoe and trailer	30	\$56.29	\$1,688.70
	Power Shovel Operator	40	\$61.75	\$2,470.00	Excavator	40	\$132.61	\$5,304.40
	Truck Driver	20	\$49.99	\$999.80	Loader	20	\$110.68	\$2,213.60
					Mower	30	\$48.93	\$1,467.90
Subtotal		260		\$13,871.40		360		\$13,938.60
Alabama Spillgate								
Cleaning	Equipment Operator	40	\$58.56	\$2,342.40	3 axle dump truck	180	\$94.12	\$16,941.60
	Power Shovel Operator	60	\$61.75	\$3,705.00	3/4 ton 4x4 pick-up	100	\$41.96	\$4,196.00
	Truck Driver	180	\$49.99	\$8,998.20	Bull Dozer	40	\$67.07	\$2,682.80
					Excavator	60	\$132.61	\$7,956.60
Subtotal		280		\$15,045.60		380		\$31,777.00
Delta Spillgate								
	Building Repairman	40	\$53.98	\$2,159.20	3/4 ton 4x4 pick-up	40	\$41.96	\$1,678.40
	MCH	40	\$47.64	\$1,905.60	3/4 ton 4x4 pick-up	40	\$41.96	\$1,678.40
Subtotal		80		\$4,064.80		80		\$3,356.80
River Subtotal				\$117,211.50				\$170,418.70

Table 2. LORP Operations and Maintenance Budget 2025-26 Fiscal Year (continued)

Labor					Equipment			
Location/Activity	Labor type	Hours	Labor Rate	Total Labor	Equipment/Materials	Hours	Rate	Total Equip
Blackrock Waterfowl Management Area								
Blackrock Ditch								
Maintenance	MCH	260	\$47.64	\$12,386.40	3 axle dump truck	120	\$94.12	\$11,294.40
	Equipment Operator	120	\$58.56	\$7,027.20	3/4 ton 4x4 pick-up	400	\$41.96	\$16,784.00
	Power Shovel Operator	140	\$61.75	\$8,645.00	Excavator	140	\$132.61	\$18,565.40
	Truck Driver	200	\$49.99	\$9,998.00	Loader	40	\$110.68	\$4,427.20
					Mower	80	\$48.93	\$3,914.40
					Low bed/side dump	60	\$104.99	\$6,299.40
					Water truck	60	\$54.23	\$3,253.80
Subtotal		720		\$38,056.60		900		\$64,538.60
Thibaut Pond Maintenance								
Mowing/digging	MCH	100	\$47.64	\$4,764.00	3/4 ton 4x4 pick-up	200	\$41.96	\$8,392.00
	Equipment Operator	60	\$58.56	\$3,513.60	Low bed/side dump	6	\$104.99	\$629.94
	Power Shovel Operator	40	\$61.75	\$2,470.00	Quadtrac/excavator	20	\$132.61	\$2,652.20
	Truck Driver	12	\$49.99	\$599.88	Water truck	6	\$54.23	\$325.38
Subtotal		212		\$11,347.48		232		\$11,999.52
Patrol & Flow Changes (River and BWMA)								
A&R data	A&R Keeper (1.5 FTE)	3089	\$49.83	\$153,924.87	3/4 ton 4x4 pick-up	3089	\$41.96	\$129,614.44
Subtotal				\$153,924.87		3089		\$129,614.44
BWMA Subtotal				\$203,328.95				\$206,152.56
TOTALS								
River Total				\$287,630.20				
BWMA Total				\$409,481.51				
Total O and M				\$697,111.71				
CPI Adjusted O & M				\$506,382.11				

Baseline Costs (described in Post-Implementation Agreement Sections I.D.2 & I.D.6)			
CPI adjustment	River	BWMA	Total CPI adjustment
Baseline	\$56,863.00	\$62,798.00	\$119,661.00
2006-2007 4.5%	\$59,421.84	\$65,623.91	\$125,045.75
2007-2008 3.1%	\$61,263.91	\$67,658.25	\$128,922.16
2008-2009 -1.3%	\$60,467.48	\$66,778.69	\$127,246.17
2009-2010 0.9%	\$61,011.69	\$67,379.70	\$128,391.39
2010-2011 0.7%	\$61,438.77	\$67,851.36	\$129,290.13
2011-2012 3.0%	\$63,281.93	\$69,886.90	\$133,168.83
2012-2013 2.1 %	\$64,610.85	\$71,354.53	\$135,965.38
2013-2014 0.4%	\$64,869.30	\$71,639.94	\$136,509.24
2014-2015 1.3%	\$65,712.60	\$72,571.26	\$138,283.86
2015-2016 1.6%	\$66,764.00	\$73,732.40	\$140,496.40
2016-2017 1.8%	\$67,965.75	\$75,059.59	\$143,025.34
2017-2018 3.6%	\$70,412.52	\$77,761.73	\$148,174.25
2018-2019 3.6%	\$72,947.37	\$80,561.15	\$153,508.52
2019-2020 3.2%	\$75,281.69	\$83,139.11	\$158,420.80
2020-2021 1.0%	\$76,034.50	\$83,970.50	\$160,005.00
2021-2022 6.0%	\$80,596.57	\$89,008.73	\$169,605.30
2022-2023 6.0%	\$85,432.37	\$94,349.26	\$179,781.62
2023-2024 2.8%	\$87,824.47	\$96,991.04	\$184,815.51
2024-2025 3.2%	\$90,634.86	\$100,094.75	\$190,729.60

Hydrologic Monitoring

Hydrologic monitoring consists of monitoring, analyzing, and reporting river baseflows and seasonal habitat flows, water usages associated with the flooded extent of the BWMA, the levels of the Off-River Lakes and Ponds, and baseflows, pulse flows, and seasonal habitat flows to the Delta. Budgeted hydrologic monitoring costs for the 2025-26 fiscal year are \$81,140.00 (Table 3).

Table 3. Hydrologic Monitoring Budget, FY 2025-26

	Person days	Labor Costs	Equipment Cost	Total Predicted Cost July 1, 2025 through June 30, 2026
HYDRO OPERATIONS AND MAINTENANCE				
River Stations	24	\$13,200.00	\$5,760.00	\$18,960.00
Seasonal Habitat	6	\$3,330.00	\$240.00	\$3,570.00
Off River Lakes & Ponds	6	\$3,330.00	\$240.00	\$3,570.00
Flow to Delta	2	\$1,100.00	\$3,080.00	\$4,180.00
Blackrock Waterfowl	7	\$3,850.00	\$3,280.00	\$7,130.00
Reporting Compliance	7	\$3,850.00	\$280.00	\$4,130.00
ENGINEERING				
Reporting Compliance	60	\$39,600	\$0	\$39,600.00
			Total Hydro Budget	\$81,140.00

Biological Monitoring

Biological monitoring, analysis, reporting, and report preparation will be jointly conducted by Inyo and LADWP as to comply with LORP Final EIR and MOU requirements (Table 4). Inyo County staff will monitor the flooded extent of the BWMA. The flooded extent will be primarily determined by using remote sensing of high-resolution satellite imagery with ground truthing to determine accuracy. Inyo staff will be responsible for a total of 2 person days and LADWP a similar amount. There will be no off-setting costs.

Table 4. Biological Monitoring Budget, FY 2025-26

Biological Monitoring	Days	Inyo Days	LA Days
Blackrock Waterfowl Management Area			
Waterfowl Area Wetted Acreage	4	2	2
Total Person Days on Project	4	2	2

Range Monitoring

Range monitoring is related to the tasks described in the LORP Final EIR. Three types of monitoring will take place that are directly related to the management of livestock grazing: irrigated pasture condition scoring, utilization monitoring, and range trend monitoring. Range monitoring will be conducted by LADWP and is not a shared cost, and therefore is not budgeted for in this work plan (Table 5).

Table 5. Range Monitoring (LADWP only), FY 2025-26

Task	Person Days
Utilization	35
Irrigated Pasture Condition	5
Range Trend	30
Analysis and Reporting	10
Total	80

Mosquito Abatement

For fiscal year 2025-26, the Owens Valley Mosquito Abatement Program (OVMAP) will continue a comprehensive Integrated Mosquito Management Plan (IMMP) when addressing the new and developing sources within the LORP in accordance with its mission of protecting public health. This IMMP consists of an expansion of currently used materials and methods for the surveillance and control of mosquitoes across the OVMAP boundary. The \$60,000 budget anticipates field surveillance of potential larval habitat for mosquito production, larviciding, pupaciding, adult mosquito surveillance with light traps, mosquito borne disease surveillance, and treatment for adult mosquitoes.

Noxious Species Control

The Inyo and Mono Counties Agricultural Commissioner's Office conducts operations to control and eradicate several invasive weed species within the LORP boundaries. These invasive weed species include: perennial pepperweed (*Lepidium latifolium*), Russian knapweed (*Acroptilon repens*), Canada thistle (*Cirsium arvense*), yellow star thistle (*Centaurea solstitialis*), spotted knapweed (*Centaurea maculosa*), hairy whitetop (*Carderia pubescens*), and heart podded hoary cress (*Carderia draba*). These populations are managed using integrated pest management methods, including mechanical, chemical, and biological controls.

For fiscal year 2025-26, Inyo County will be responsible for treating weeds in the LORP. The budget for noxious weed control is \$50,000. An increase in perennial pepperweed in the LORP in recent years will require additional funding and efforts to contain the existing population and prevent spread. Additional funding for Inyo County will be sought from outside sources.

Additional weed treatment and surveillance by LADWP and ICWD are described in Section 2. Adaptive Management.

Saltcedar Control

Due to lack of enhanced funding, Inyo County's saltcedar control program has been scaled back. The effort will focus on surveying and treatment of saltcedar resprouts along the Owens River in the LORP. Inyo County's LORP saltcedar control activities are funded through the Inyo/Los Angeles Water Agreement. LADWP and Inyo County programs will work cooperatively to treat saltcedar, which may include areas in the LORP as resources are available.

Adaptive management

Inyo County and LADWP have identified adaptive management and monitoring tasks to complete in the 2025-26 fiscal year. Refer to Section 2 for more information.

Schedule

Table 6. Schedule of Monitoring and Reporting Activities for FY 2025-26

Period	Monitoring
July 1-August 30, 2025	LORP Noxious Species Survey/Treatment
September 1 – December 5, 2025	LADWP/Inyo Prepare Draft LORP Report
September 1, 2025 - March 1, 2026	Start and end dates for flow releases to BWMA
October 1 - October 31, 2025	Fiscal Year 2024-25 Work Plan and Budget Reconciliation
Friday, October 31, 2025	Transmittal of LORP Accounting Report to Governing Boards
November 3-7, 2025	Measure BWMA Flooded Extent
Friday, December 19, 2025	Draft Report transmitted to MOU Parties
Thursday, January 15, 2026	Public Meeting for Draft LORP Report
Thursday, January 22, 2026	Technical Group Meeting to Adopt LORP Annual Report
March 2-7, 2026	Measure BWMA Flooded Extent
March 1 – April 30, 2026	Fiscal Year 2026-27 Work Plan and Budget Development
May 1 – May 31, 2026	Transmittal of LORP Work Plan, Budget, and Schedule to governing boards for approval
April 1 - June 30, 2026	Noxious Species Survey/Treatment
May 1 - June 15, 2026	Seasonal Habitat Flow

Section 2. Adaptive Management

Implementation costs of both the Interim BWMA Plan and adaptive management for the river are provided below. These costs are to be shared equally between LADWP and Inyo County.

Adaptive Management with Additional Costs

Implementation of the Interim BWMA Management and Monitoring Plan

LADWP and Inyo County have implemented four years of the five-year Interim BWMA Management and Monitoring Plan (Interim Plan) that started in 2021. The fifth year will occur in FY 2025-26 and will include the following work: repairing berms in both Thibaut and West Winterton units, lowering a culvert in West Winterton to increase conveyance to a down gradient basin, and finally discing and dragging of tules and cattails in West Winterton to provide greater open-water habitat. This work will be conducted by LADWP and is budgeted at \$39,329.70 (Table 7). Costs will be shared equally by LADWP and Inyo County.

Table 7. BWMA Adaptive Management Costs

BWMA ADAPTIVE MANAGEMENT COST 2025-26								
Labor					Equipment			
Location/Activity	Labor type	Hours	Labor Rate	Total Labor	Equipment Type	Hours	Rate	Total Equip
Thibaut & West Winterton Berm Repair								
Berm repairs	Equipment Operator	30	\$58.56	\$1,756.80	3/4 ton 4x4 pick- up	30	\$41.96	\$1,258.80
	MCH	60	\$46.48	\$2,788.80	Backhoe and trailer	60	\$56.29	\$3,377.40
					Water truck	30	\$54.23	\$1,626.90
Subtotal				\$4,545.60				\$6,263.10
West Winterton culvert								
Lower culvert	Building Repairman	10	\$53.98	\$539.80	3/4 ton 4x4 pick- up	30	\$41.96	\$1,258.80
	Equipment Operator	10	\$58.56	\$585.60	Backhoe and trailer	10	\$56.29	\$562.90
	MCH	20	\$46.48	\$929.60	Water truck	10	\$54.23	\$542.30
Subtotal				\$2,055.00				\$2,364.00
Winterton West Discing & Drag								
Discing & Dragging	MCH	100	\$46.48	\$4,648.00	3/4 ton 4x4 pick- up	100	\$41.96	\$4,196.00
	Equipment Operator	100	\$58.56	\$5,856.00	Bull Dozer	100	\$67.07	\$6,707.00
	Truck Driver	20	\$49.99	\$999.80	Semi w/ Lowboy	20	\$84.76	\$1,695.20
Subtotal				\$11,503.80				\$12,598.20
TOTALS								
Thibaut & west Winterton Berm Repair Total			\$10,808.70					
West Winterton Culvert Total			\$4,419.00					
West Winterton Discing and Drag			\$24,102.00					
Proposed Project Total			\$39,329.70					

Adaptive Management without Additional Costs

1. Monitoring Associated with the Interim BWMA Plan

As stated in the Interim BWMA Plan, LADWP and the County will conduct additional monitoring concurrent with its implementation on flooded extent, as well as both avian and vegetation monitoring to note response to the new flooding regime. To be monitored:

- a) Flooded extent will continue to be measured both to confirm compliance with the Interim Plan and to help describe the effectiveness of seasonal filling and drawdown. Remote sensing with field verification will be used to determine the area associated with the flooding. Estimates of flooded acreage derived from remote sensing will occur monthly, and maps of the wetted area

will be generated for November 1, 2025, and March 1, 2026. Water releases will be monitored and reported annually. Staff time commitment for flooded extent monitoring in BWMA is outlined in Table 4, as this task is required under the LORP Final EIR. Inyo County and LADWP will equally share this task and will take a total of 4 person days to complete.

- b) Avian monitoring will be conducted to evaluate the use of BWMA by the habitat indicator species during implementation of the 5-year interim program. Eight seasonal surveys will be conducted September-April in each active unit during implementation of the Interim Plan. It is estimated that it will take a total of 40 person days to complete this task and will be evenly divided between Inyo County and LADWP.
- c) Vegetation monitoring of the BWMA units will characterize species composition and abundance as to quantify available forage for water birds. Monitoring, analysis, and reporting will be conducted solely by LADWP and take 16 person days.

The estimated time that monitoring and reporting associated with the Interim Plan will require a total of 56 person days in the 2025-26 fiscal year, with Inyo contributing 20 days and LADWP 36 days.

2. Noxious species treatment

Additional noxious weed treatment will continue in 2025-26 along the LORP and BWMA. The LADWP will perform all the work at 61 person days. Treatment will focus on known pepperweed populations along the river and in units of the BWMA that will be flooded in the fall. These areas require a concentrated effort beyond those described in the operation and management plan. Because these populations are relatively less mature than other populations in the LORP, this extra effort is likely to be advantageous in control as immature populations are more susceptible to treatment. Subsequently, it is envisioned that this additional work will be temporary because of more favorable treatment conditions. Lastly, while treating crews will surveil for new populations of weeds and treat accordingly.

3. Tree recruitment assessment

The fieldwork component of the Tree Recruitment Assessment for the Lower Owens River Project, which occurred during the months of May and June from 2021-2025, is complete. This assessment included aging mature trees to correlate establishment with historic environmental conditions and revisiting a sample of post-project recruitment sites identified in earlier Rapid Assessment Surveys to collect data on site characteristics such as landform, water availability, soil salinity, associated species, and ground surface conditions. The final component involved two removal experiments to assess the possible effects of plant competition on successful tree recruitment.

The focus for 2025-26 will be on quality assurance and quality control of the collected data. This process will involve reviewing field notes, validating measurements, and resolving any discrepancies encountered. Once data qa/qc is complete, preliminary data analysis will be initiated. This work will take 5 days to complete and will be entirely performed by Inyo County.

4. Rapid Assessment Survey

Rapid assessments along the river will focus on two main areas of interest: mapping new noxious weed populations and surveying along the river's edge in low topography for 2024 recruitment. Perennial pepperweed will be mapped downstream from known populations, and these data are shared in real time with LADWP and County weed management personnel through a shared GIS. Inyo County will perform the whole of this work with 60 person days.

5. Water Quality Monitoring

Inyo County will monitor water quality along the river. Measurements will include temperature, dissolved oxygen, pH, and specific conductance and will be collected monthly except during the seasonal habitat flow, where measurements will be collected bi-weekly. County staff will summarize findings and generate a report. Inyo County will be responsible for the entirety of this work, which will take 12 person days.

Table 8 shows a total of 194 people-days budgeted for 5 adaptive management tasks, with Inyo County contributing 97 person-days and Los Angeles contributing 97 days.

Table 8. Adaptive Management Monitoring 2025-26

Task #	Biological Monitoring	Days	Inyo Days	LA Days
1	BWMA Interim Management and Monitoring Plan - Monitoring and Reporting	56	20	36
2	Noxious species survey & treatment	61	0	61
3	Tree recruitment assessment	5	5	0
4	Rapid Assessment of river	60	60	0
5	Water quality monitoring	12	12	0
	Total Person Days	194	97	97



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 22, 2025

Reference ID:
2025-530

Selection of a Vice Chair for the Board of Supervisors Board of Supervisors ACTION REQUIRED

ITEM SUBMITTED BY

Board of Supervisors

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Appoint Supervisor Orrill to serve as Vice Chair of the Board of Supervisors for the remainder of calendar year 2025, and direct and approve any other changes as appropriate.

BACKGROUND / SUMMARY / JUSTIFICATION:

The rotation schedule for Chairperson and Vice Chairperson is outlined in Section IV, Rule 7 in the Board's Rules of Procedure. Elections of Chair and Vice Chair have traditionally been held in deference to the following rotation: District 1, District 4, District 3, District 5, and District 2. Regardless of who is elected to what position, it is expected that the Chair and Vice Chair serve until the election of their successors. It is intended that the Supervisor elected as Vice Chair will succeed the Chair in the following year.

This rotation was disrupted in calendar year 2024, when District 3 Supervisor Marcellin and then-District 5 Supervisor Kingsley swapped places for what was Supervisor Kingsley's last year on the Board, with Supervisor Kingsley serving as Chairperson and Supervisor Marcellin as Vice Chairperson. This resulted in Supervisor Marcellin being elected to Chair in 2025 and District 2 Supervisor Griffiths being elected to Vice Chair.

Supervisor Griffiths is asking the Board to support him and District 1 Supervisor Orrill swapping the Vice Chairperson role for 2025 and 2026, so that she takes over as Vice Chair for the remainder of this year and he serves as Vice Chair in 2026 instead. If approved, and if it's assumed that the Vice Chair will succeed the current Chair, this would result in the following rotation:

2026

Chairperson Orrill; Vice Chairperson Griffiths

2027

Chairperson Griffiths; Vice Chairperson Roeser

2028

Chairperson Roeser; Vice Chairperson Wadelton

Of course, your Board may decide on a different rotation, or decide to eliminate a district-specific rotation going forward.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Decline to approve the request from Supervisor Griffiths to be replaced in the Vice Chairperson capacity; and/or update the Rules of Procedure to reflect a different rotation.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Israel	Created/Initiated - 7/7/2025
Darcy Israel	Approved - 7/7/2025
John Vallejo	Approved - 7/14/2025
Nate Greenberg	Final Approval - 7/14/2025

ATTACHMENTS:

1. Rules of Procedure - Revised December 3, 2024

COUNTY
OF INYO

BOARD GOVERNANCE AND RULES OF PROCEDURE



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INTRODUCTION

BOARD GOVERNANCE

Governance is the act of transforming the needs and desires of the community into policies that direct the organization. The Board of Supervisors serves as a team dedicated to the act of responsible governance, and the way in which each team member performs his or her role is critical. Whether in Board Chambers, out in the community or at home, Board members are always stewards and the public face of the County.

The integrity of the County's reputation is dependent upon the responsible and professional manner in which each Board member, and the Board collectively, fulfills governance roles and responsibilities. The demeanor of the governance team members sends an important message to employees and the public. In all relationships, dealings and transactions, Board members should act with integrity, openness, respect and honesty. Through these values, the governance team strives to earn and convey trust. The team retains public trust through efficient and cost-effective stewardship of resources.

Utilizing effective governance practices, private citizens, once elected to the Board of Supervisors, work with the County Administrator to keep the organization's efforts focused on its mission, values and strategic goals. The community elects Board members to set and monitor the direction of the County with the County Administrator, who translates this direction into action. It is therefore vital that the Board and County Administrator maintain a respectful and productive working relationship based on trust and open communication.

When the governance team performs their duties effectively, the opportunity to create a climate for excellence increases dramatically.

GOVERNANCE CULTURE

An excellent governance culture is characterized by a Board that operates in an environment of trust, respect, and professional demeanor at all times. The Board sets the tone for the entire County in how it carries out its governance responsibilities.

The Inyo County Board of Supervisors will strive to:

- Show up to meetings prepared and on time.
- Govern as a team that is strategically focused and mission driven.
- Establish and govern within a culture of curiosity and inquiry.

- Use active listening and thoughtfully consider each decision.
- Show mutual respect and tolerance for each other, staff, and citizens.
- Be respectful of people's time by adhering to time constraints imposed by the published agenda.
- Have a sincere desire and willingness to compromise, along with an appreciation and commitment to move forward remembering sometimes people must be flexible to get things done.
- Show a desire to cause no harm to others.
- Act with honesty and integrity.

BOARD GUIDELINES

In addition to abiding by the rules of procedure outlined in this document, members of the Inyo County Board of Supervisors agree to the following guidelines for working with each other, staff members and the community.

Roles and Responsibilities

- As elected representatives of the people of Inyo County, set the direction and policy of the organization.
- Ensure fiscal responsibility.
- Set strategic priorities and goals as the means to implement direction and policy, and to align goals and resources.

Governance Principles

- **Prepared and Informed:** Read and research meeting materials; engage with colleagues, staff, and public with respect and dignity; make decisions based on data and evidence; continually learn about county issues, services, and programs.
- **Transparency and Accessibility:** Use Board report section of regular meetings to inform colleagues, staff, and public about activities relating to Board assignments, and constituent issues; use role as elected representative to communicate Board actions and policies and be willing to hear concerns and answer questions in a variety of media (phone calls, emails, etc.).

- **High Ethical Standards:** Meet and exceed requirements of the Fair Political Practices Commission; demonstrate a commitment to training and compliance with laws governing personal financial gain, special privileges and perks, fairness, open government, whistle-blowing protections, and staff relations issues.
- **Partnership with CAO and Staff:** Support the CAO in managing the County; agree to established rules in interacting with staff (bringing any requests of staff that require significant resources back to the full Board for consideration).

RULES OF PROCEDURE OF THE BOARD OF SUPERVISORS INYO COUNTY, CALIFORNIA

I. PURPOSE

The purpose of these Rules of Procedure (“Rules”) is to foster understanding and respect for the democratic process, facilitate compliance with applicable laws, encourage public participation, provide guidance on decorum, and enhance effective and efficient management of Board meetings.

II. GENERAL

Rule 1. Applicability of Rules

These Rules are adopted pursuant to Government Code §25003. The Rules shall apply to the Board of Supervisors of the County of Inyo whether sitting as the Board of Supervisors of the County or as the governing board of any other commission, authority or board.

These Rules are intended to expedite the transaction of business of the Board in an orderly fashion, and are deemed to be procedural only. The failure to strictly observe application of the Rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with the law. Except as otherwise provided by law, these Rules, or any one of them, may be suspended by a majority of the Board.

These Rules supersede and replace all rules of procedure previously adopted by the Board.

Rule 2. Definitions

In interpreting these Rules:

- a) “Board” refers to the Board of Supervisors of Inyo County, whether sitting as the Board of Supervisors of the County or as the governing body of any other authority or board
- b) “Board member” or “member” refers to a member of the Board

- c) "Chair" or "Vice-Chair" refers to the Board members elected to those respective offices
- d) "Clerk" refers to the Clerk/Assistant Clerk of the Board of Inyo County
- e) "County Administrator" refers to the County Administrative Officer of Inyo County

III. MEETINGS

Rule 3. Regular Meetings and Annual Calendar

Per Inyo County Code Section 2.04.010, regular meetings of the Board of Supervisors of Inyo County shall be annually set by Resolution. The time for regular meetings to commence shall be set by the clerk of the board of supervisors between eight a.m. and ten a.m. depending upon the needs of the members of the board of supervisors and the items to be heard on their agenda. Regular meetings shall be conducted in the board of supervisors' chambers in the county administrative center in the town of Independence unless otherwise indicated on the annual Resolution setting the regular meeting schedule. Any meeting may be cancelled upon the order of the Chair, or by a majority of the members of the Board.

Meetings will be accessible to the public remotely. Information about accessing remote meetings can be found online at <https://www.inyocounty.us/government/board-supervisors> and on published agendas.

All regularly scheduled meetings shall also be streamed live over the Internet unless technologically infeasible, and shall be archived and available for later online viewing. If a video recording is infeasible, an audio recording shall be created. Videos shall be available on the County website at: <https://inyococa.civicclerk.com/web/home.aspx>.

Rule 4. Special Meetings, Budget Hearings, Workshops and Planning Meetings

Special meetings may be called at any time by the Chair, or by a majority of the Board members. Upon the call of a special meeting, the Clerk will prepare and distribute, at least 24 hours before the time of the special meeting, an agenda for the meeting, which shall serve as written notice. The notice shall specify the time and place of the special meeting and the business to be transacted or discussed. The notice will be posted and distributed as required by law. No other business shall be considered at these meetings (Government Code §54956).

Budget Hearings, Workshops, Study Sessions, and Planning Meetings may be called by the Chair or a majority of the Board at times and locations in accordance with law and specified provisions.

Rule 5. Emergency Meetings

Emergency meetings may be called by the Chair or by a majority of the Board, in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities. Upon the call of an emergency meeting, the Clerk shall give notice of the meeting, and comply with posting requirements (Government Code §54956.5).

Rule 6. Closed Sessions

Prior to holding any Closed Session, the Chair shall announce the session in an open meeting. The listing of such items on the agenda shall constitute such announcement. The Chair shall provide an opportunity for public comment on items on the Closed Session agenda. Exceptions may be made for scheduling conflicts at the discretion of the Chair. During Closed Session, the Board may discuss or consider only those items on the agenda. At the conclusion of the closed session, County Counsel shall orally report in an open meeting whether any action was taken, and if so, what that action was, where required by law (Government Code §54957.1). The Board may recess from a Closed Session and reconvene into Closed Session later in the meeting in order to continue discussion of scheduled Closed Session items.

IV. ELECTIONS, POWERS, DUTIES OF THE CHAIR AND VICE-CHAIR

Rule 7. Annual Selection of Chair and Vice Chair

At its first regular meeting in January, the Board shall nominate and elect from its membership a Chair and Vice-Chair, whose terms will begin immediately. The Chair and Vice-Chair serve until the election of their successors. It is intended that the Supervisor elected as Vice-Chair will succeed the Chair in the following year. In the event the rotation falls on a district with the Supervisor in his or her first year, he or she shall be skipped for election to Chair in favor of the next Supervisor in line, and instead be nominated Vice-Chair. Elections will be held in deference to the traditional order of succession/rotation: District 1, District 4, District 3, District 5, District 2.

Rule 8. Powers of Chair and Vice-Chair

The Chair shall serve as presiding officer of the Board, rule on questions of procedure, and

execute official Board records and documents presented by the County Administrator/Clerk. In the absence or unavailability of the Chair, the Vice-Chair shall call the meeting to order and serve as presiding officer. The Vice-Chair shall have and exercise all powers and duties of the Chair for meetings over which he or she is called to preside and at ceremonial and official functions which the Chair does not attend.

V. AGENDAS AND AGENDA MATERIAL

Rule 9. Meeting Agenda

At least 72 hours before a regular meeting, the Clerk shall post an agenda. The agenda shall consist of a brief statement of each item to be considered by the Board (Government Code §54950). The agenda shall indicate the time and location of the meeting and shall be posted as required by law.

Rule 10. Addendums/Supplemental Agenda Items

At least 72 hours before a regular meeting, the Clerk shall prepare, post, and distribute all addendums/supplemental agendas when there has been an item added, continued, deleted, and/or modified since the distribution of the initial meeting agenda.

Rule 11. Use of Online Agenda Software

All Departments/Agencies shall use designated Agenda Software to prepare agenda items and submit supporting documents. Departments will follow the protocols established by the Clerk of the Board and work directly with the Clerk if they require assistance in creating an agenda item.

Rule 12. Department/Agency Agenda Responsibilities

When submitting an item for consideration by the Board, it is the responsibility of the originating Department or Agency to provide all required information, and to meet all established deadlines. Exceptions to deadlines will be considered if items are deemed to be time sensitive or of special importance to a Board member. Board members, in consultation with the Board Chair, shall work in a timely fashion with the CAO, Assistant Clerk of the Board, or pertinent department head when needing to add items to an agenda. Board member requests shall include the language: "Request Board discuss and possibly take action..."

Outside agencies and citizens will work with the Assistant Clerk of the Board when requesting an agenda item for Board consideration and will follow established guidelines found in Appendix C (Request to place an Item on the Board's Agenda by the Public or Non-County Entity).

Rule 13. Review and Filing of Agenda Items

After items are prepared by departments in the online Agenda Software Program, all items shall go through a digital approval process that includes review by the Clerk of the Board, Assistant Clerk of the Board, Deputy Personnel Director, Auditor-Control, County Counsel, Department Head, or their designees. Approvers, including the CAO and Senior Budget Analyst, may be added at the discretion of the Assistant Clerk of the Board. Any one of the reviewers may ask for additional information, clarification, and may determine not to place any item on the agenda that is not complete or is not submitted in accordance with instructions. The Assistant Clerk of the Board, with the concurrence of the CAO/Clerk of the Board, may move items to different sections on the agenda or different agendas entirely. Agenda items requiring public hearings or ordinances must be entered into the online system for immediate approval by the Clerk of the Board with enough time to allow proper public noticing (see Appendix D). Without amendment to these Rules, agenda submittal instructions may be amended or additional requirements imposed to ensure appropriate review and Brown Act compliance.

Rule 14. Board Correspondence

Correspondence addressed to the Board of Supervisors – whether from a County department or outside agency – may be placed on the agenda as a “Correspondence-Informational” item by the Assistant Clerk of the Board, in consultation with the CAO and County Counsel.

“Correspondence-Informational” items do not require action or discussion by the Board. All incoming correspondence will be forwarded to the Board members and CAO, regardless of whether it is added to the agenda. Correspondence items that require prolonged discussion will be agendized as a “Departmental” or “Correspondence-Action” item for a future meeting.

Rule 15. Request to Place Item on Board’s Agenda by the Public or Non-County Entities (i.e., other governments, non-profit groups or other interest groups) or Individuals

- **Non-county entity (i.e., other governments, non-profit groups, or other interest groups):** Contact the Clerk of the Board of Supervisors (760-878-0373; dellis@inyocounty.us) to arrange for placement of an item on the next available or a future agenda. Approval of the agenda item will be granted by the Clerk of the Board, in consultation with the CAO and Board Chair. Board members and Departments may also bring these requests forward as a sponsor on behalf of the non-county entities. The name of the sponsoring Supervisor will appear in the backup material published as part of the agenda packets.
- **Individual members of the public and businesses:** Make requests directly to a County Supervisor (found [here](#)), who must agree to sponsor the item before it will be added to the agenda. Board members are asked to consult with the Board Chair and CAO, before forwarding the request to the Assistant Clerk of the Board. The name of the sponsoring

Supervisor will appear in the backup material published as part of the agenda packets.

A schedule of Board meetings and associated agenda deadlines can be found at:

<https://www.inyocounty.us/government/board-supervisors/meeting-calendar>.

Rule 16. Supplemental Correspondence and Information Prior to Board Meeting and During Board Meeting

- **After Initial Agenda Distribution and Prior to Meeting** – Agenda materials distributed via mail, email, or hand delivery to a majority of the Board must be forwarded to the Clerk for public review. These materials will be included in the permanent record of the associated meeting.
- **At Meeting** – Documents, including PowerPoint handouts, distributed to Board members by County employees or Board members themselves at the meeting, shall be kept to a minimum. When necessary to distribute materials at a meeting, an electronic copy shall be provided to the Assistant Clerk of the Board. Additionally, paper copies shall be provided to the Clerk for distribution to: Board members, the County Administrator, County Counsel, and Assistant Clerk, with remaining copies available for distribution to the general public. If large numbers of the public are anticipated to attend the Board meeting on a matter and new information will be distributed to the Board members, then the number of copies should be increased to anticipate the number needed for the public.

Any supplemental correspondence or written information related to an agenda item which is provided to three or more Board members shall be concurrently filed with the Clerk and made a part of the official record.

This Rule shall not apply to attorney-client privileged communications, documents containing information protected from disclosure by the attorney work product doctrine, or information which may not be publicly disclosed under the other applicable law.

Sufficient copies of supplemental correspondence and information should be delivered to the Assistant Clerk who shall make the appropriate distribution to the Board, CAO, and County Counsel.

VI. CONDUCT OF BUSINESS

Rule 17. Order of Business

The Board shall conduct business in the order specified in the posted agenda or as modified at the discretion of the Chair with the concurrence of the Board. The Board may modify or amend the Order of Business for Regular meetings without amending these Rules by attaching the amendment to these Rules as Appendix A.

Rule 18. Board Member; Notification of Absence

If any Board member is unable to attend a meeting of the Board, all reasonable efforts shall be made to notify the Chair, County Administrator, or the Assistant Clerk, in writing (electronic mail or regular mail) and as soon as possible, to ensure there are sufficient members present to consider all agenda items.

Rule 19. Quorum and Action

Three members of the Board shall constitute a quorum sufficient to transact business. In the absence of a quorum, the remaining members or the Clerk may adjourn the meeting to another date and time in accordance with Government Code §54944 and shall post a Notice of Adjournment.

Rule 20. Matters Not on the Agenda/Emergency Items

No action shall be taken on any item not appearing on a posted agenda except:

- a) Upon a determination by a four-fifths (4/5) vote of the Board, or if less than four-fifths (4/5) of the members are present, a unanimous vote of those members present, that 1) there is a need to take immediate action, and 2) the issue arose subsequent to the agenda being posted and there is a need to take action prior to the next regularly-scheduled meeting pursuant to Government Code section 54954.2(b).

Any requests to hear a matter not on the agenda or emergency item shall be communicated to the Chair, County Administrator, County Counsel, and Assistant Board Clerk as soon as the need becomes known.

Rule 21. Consent/Departmental Agenda Items

Agenda items on the Consent Agenda are routine in nature, consistent with adopted Board policy, and do not require individual consideration. The Consent Calendar will be enacted by one motion for approval of the recommended actions. There will be no separate discussion of these items prior to the time the Board votes on the motion unless any member of the Board requests removal of a specific item from the Consent Calendar to Departmental for separate discussion and action. Any Board member may ask the Assistant Clerk to record a “no” or “abstention” vote on any Consent Calendar item.

Agenda items on the Departmental Agenda require separate discussion and/or action and may include, but are not limited to, changes in policy, items that require the Board to consider options and provide direction, requests for new or unbudgeted positions, budget amendments, presentations and workshops, introductions/approvals of proposed ordinances, public hearings,

and other matters as required by law.

Rule 22. Public Hearings

Public hearings will be advertised according to law. Information necessary for the completion and posting of a Notice of a Public Hearing will be forwarded to the Assistant Board Clerk in a timely fashion (See Appendix D).

Subject to the Chair's right to maintain order, any person wishing to speak at a public hearing shall be heard. Except for rebuttal allowed an applicant, or the appellant in the case of an appeal, each speaker shall speak only once. The Chair may implement a strict time limit for each speaker, at his/her discretion and in concurrence with the Board.

Visual and other materials may be used as appropriate by applicants or appellants in the case of an appeal. When speakers use or submit to the Board visual or other materials, such materials shall become part of the file and identified and maintained as such. When CDs, DVDs, thumb drives, USB memory sticks, or other portable electronic media (e-media) are submitted to the Board, at least one hard-copy of the information stored on the e-media must be provided to the Clerk. Speakers with lengthy presentations are encouraged to submit them in writing.

The closing of a public hearing signifies the point after which the Board will no longer accept or consider any additional communication on the matter that was the subject of the hearing. As used in this Rule, "communication" includes oral communication; written communication such as documents, letters, and photographs; and any type of electronic communication, including e-mails, e-mail attachments, graphic images, spread sheets, text messages, and social media messages. These communications will not be added to the permanent record.

Should County staff determine that communication received after the close of a public hearing should be considered by the Board prior to its rendering a final decision on the matter that was the subject of the hearing, County staff shall recommend to the Board that the hearing be reopened. If the CAO concurs, the Board shall reopen the hearing, following appropriate notice, for the limited purpose of receiving testimony and evidence on the new information.

VII. PROCEDURE AND VOTING

Rule 23. Order and Decorum

The Chair shall preserve order and decorum and shall decide all questions of order and procedure subject to an appeal to the Board. The nature of any appeal shall be briefly stated, and the Chair shall have the right to state the reason for his or her decision.

A Board member wishing to speak shall refrain until he or she has been recognized by the Chair. While a Board member is speaking, other Board members shall be respectful and shall not interrupt another speaker or engage in or entertain private discussions.

Consistent with the purpose of the Rules, members are encouraged to use a formal style, including appropriate titles, in addressing the public, staff, and each other. All members shall refrain from the use of profanity, emotional outbursts, personal attacks, or any speech or conduct which tends to bring the organization into unnecessary conflict and/or disrepute.

Rule 24. Commitment to Civility

To ensure civility in public meetings, staff and the public are also encouraged to engage in respectful dialog that supports freedom of speech and values diversity of opinion. To achieve compliance with these Rules, Board members, staff, and the public are encouraged to:

- Create an atmosphere of respect and civility where elected officials, County staff, and the public are free to express their ideas;
- Establish and maintain a cordial and respectful atmosphere during discussions;
- Foster meaningful dialogue free of personal attacks;
- Refrain from lengthy discussion on topics related to previous board decisions;
- Listen with an open mind to all information, including dissenting points of view, regarding issues presented to the Board;
- Recognize it is sometimes difficult to speak at Board meetings, and out of respect for each person's feelings, allow them to have their say without comment, including booing, whistling, or clapping; and
- Adhere to speaking time limit.

Rule 25. Use of Electronic Devices and Documents

The use of electronic documents, via Notebooks, iPads, laptops, or other electronic means, is encouraged as a means of reducing the production and distribution of paper documents, and thereby decreasing costs.

Any member of the public may view the same electronic documents online at: <https://inyococa.civicclerk.com/web/home.aspx> or <https://www.inyocounty.us/government/publications-reports-plans-proclamations/meeting-agendas-minutes>, or may view the documents in paper form in the Board Clerk's Office.

The Board shall refrain from emailing, texting, using social media, or otherwise engaging in electronic communications in the Board Chambers on matters that are listed on the Board agenda.

Rule 26. Motions – General

A motion for action may be made by any Board member, including the Chair, and shall require a second before being acknowledged by the Chair. The Assistant Clerk shall enter into the minutes the motion and the names of the moving and seconding members. After a motion is accepted by the Chair, it shall be open for debate but may be withdrawn by the maker at any time before a decision is made or an amendment adopted. A motion may be amended with the consent of the moving and seconding members at any time before a decision is made or an amendment adopted. The Assistant Clerk shall enter into the minutes the vote of each member on each motion.

Rule 27. Voting

It shall take at least three affirmative votes of the Board to pass any motion (Govt. Code §25005), except where supermajority four-fifths (4/5) votes or unanimous votes are required by law. Appendix B contains a list of common items that require a four-fifths (4/5) vote. An abstention shall count as neither an "aye" nor a "no" vote.

A supervisor who is absent from all or a part of: (1) a public hearing, (2) an item that requires findings, or (3) an item that is quasi-judicial in nature, may subsequently vote on the matter if the supervisor has reviewed all evidence received during his/her absence, listened to the Clerk's recording or read a true and complete transcript of the proceedings, and so states on the record.

Rule 28. Roll Call Votes

The roll need not be called in voting upon a motion except where specifically required by law or requested by a Board member or the Chair. Each roll call vote shall be made in a random order determined by the Assistant Clerk.

Rule 29. Conflicts of Interest

Any Board member with a disqualifying conflict of interest must, in compliance with the Political Reform Act:

- a) Publicly state the nature of the conflict in sufficient detail to be understood by the public;

- b) Recuse himself/herself from discussing and voting on item; and
- c) Leave the room until after the discussion, vote, and other disposition of the matter is concluded, unless the matter has been placed on the Consent Agenda.

The member may be allowed to address the Board as a member of the public, but only in the limited circumstances allowed by the Political Reform Act. Disclosure of a conflict shall be noted in the official Board minutes. The member must also comply with all other applicable conflict of interest laws.

Members may not have a financial interest in a contract approved or considered by the Board. In these cases, disclosure and recusal does not remove the conflict and such a contract is considered void (Government Code §1090). The Board member is encouraged to discuss possible conflicts with County Counsel and/or to request advice from the Fair Political Practices Commission prior to a meeting at which any such contract with a potential conflict of interest is agendized for the Board's consideration.

Rule 30. Motion to Reconsider

Any Board member who votes in the majority on a question, as well as any Board member who was absent, is eligible to make a motion to reconsider. A motion to reconsider shall be in order during the meeting at which the action to be reconsidered took place. In all other cases, motions for reconsideration must be placed on a future agenda for action.

A motion to reconsider shall require a majority vote. A motion to reconsider, if lost, shall not be renewed nor shall any subject be reconsidered a second time within twelve (12) months except by a four-fifths (4/5) vote of the Board. A motion to reconsider is not in order if action has been taken which cannot be changed.

Rule 31. Ordinances – Definition

An ordinance is local law, enacted by the Board of Supervisors of Inyo County, prescribing general, uniform, and permanent rules of conduct.

Ordinances are similar in nature to statutes enacted by the Legislature and passed according to procedures required by State law (such as noticing, public meetings or hearings, required number of votes, publication). They can be used to fix legal rights and duties, to regulate activities, or, for facts considered criminal, to prohibit them altogether. Changes to a jurisdiction's criminal code, zoning code, or development regulations are common legislative acts accomplished through ordinances.

Ordinances are generally considered permanent (interim ordinances excepted) and can only be amended or rescinded through enactment of a new ordinance.

Rule 32. Ordinances - Procedure

Ordinances shall be developed in consultation with County Counsel's Office, and drafted and made available to the Clerk of the Board in as timely a fashion as allows for the proper public noticing required in advance of the meeting at which it has been scheduled (See Appendix D). Ordinances not approved by County Counsel will not be considered, except when such ordinance has been duly proposed by a majority of the Board. At the direction of the Board, individual Board members may work with staff to develop ordinances. Ordinances proposed by outside entities will not be considered.

- Generally, Inyo County Board of Supervisors' ordinances are considered over a single meeting or two meetings, depending on whether the ordinance in question requires a noticed public hearing.
 - Ordinances that do not require public hearings must be considered over two meetings. At the first, the Chair will read the title and further reading of the ordinance can be waived by regular motion adopted by majority vote. As part of the motion, approval of the ordinance is usually set at this time for a future meeting. That meeting may be the next consecutive meeting as long as it does not occur within five days of the ordinance's introduction and it is not considered a "special" meeting (Government Code §25131).
 - Ordinances requiring public hearings may be introduced and approved at the same meeting, where the Board will also be asked to read the title and waive further reading.
- When ordinances requiring two meetings are altered after the first meeting, they shall be passed only at a regular or at an adjourned regular meeting held at least five days after said alteration. Corrections of typographical or clerical errors are not considered alterations under Government Code §25131.
- On the passage of all ordinances, the votes of the several members of the Board shall be entered on the minutes, and all ordinances shall be entered at length in the ordinance book kept by the Clerk (Government Code §25131).
- Every ordinance shall be signed by the Chair and attested by the Clerk or his/her deputy (Government Code §25121).
- Pursuant to Government Code §25123, ordinances shall generally become effective 30 days from the date of final passage. Exceptions include urgency or emergency

ordinances, which take effect immediately, and pursuant to Government Code §25123.5, ordinances that change supervisorial salaries, which go into effect 60 days after their adoption.

- The Assistant Clerk, within 15 days of an ordinance's passage, will prepare and have published a Notice of Ordinance Adoption in the newspaper of record, with the names of the Board members voting for and against (Government Code §25124(a)).
- The Assistant Clerk's failure to publish such notice within 15 days will result in the ordinance not taking effect until 30 days after it is published (Government Code §25124(c)).

Ordinance adoption and hearing procedures with different or additional requirements as those set forth above shall be utilized as otherwise required by law.

Rule 33. Resolutions – Definition

A resolution is a formal expression of opinion, will, or intent from the Board of Supervisors that often addresses a matter of special or temporary nature. In most instances, resolutions go into effect immediately, generally need not to be publicly noticed or published, and can be adopted by the affirmative vote of three Board members. Resolutions are typically used when directing the CAO to take certain designated action, to accept and/or apply for grant funding, and when adopting Rules of Procedure or personnel policies.

Rule 34. Resolutions – Procedure

Resolutions shall be developed in consultation with County Counsel, unless the resolutions are being brought forward by an outside entity – in which case County Counsel will review and make any changes necessary for the purposes of form and/or compliance with applicable laws. Outside entities may bring resolutions to the Board per the procedures set forth in Rule 15 on page 8. Board members may also bring these requests forward as a sponsor on behalf of non-county entities or at the request of individuals as referenced in Rule 15. The name of the sponsoring Supervisor will appear in the backup material published as part of the agenda packets. Board members may also propose resolutions and agendize them in consultation with the Board Chair, CAO/Board Clerk, and Assistant Clerk of the Board.

Some resolutions require public hearings and/or advance noticing, in which case the completed resolutions shall be made available to the Assistant Clerk of the Board in as timely a fashion as allows for the proper public noticing required in advance of the meeting at which it has been scheduled (See Appendix D).

On the passage of all resolutions, the votes of the several members of the Board shall be entered on the minutes, and all ordinances shall be entered at length in the resolution book kept by the Clerk. All resolutions will be executed by the Chair and attested to by the Clerk or his/her deputy.

Rule 35. Proclamations – Definition

Local government proclamations are generally broad statements expressing local government support for particular issues, observances, and achievements. Examples are diverse and range from local (celebrating the Firefighter of the Year) to national (remembering Pearl Harbor) to international (observing World Aids Day). Proclamations should be non-partisan in nature reflecting the fact the Board of Supervisors is a non-partisan body. Proclamations carry no legislative weight and do not implement policy change or adoption.

In general, proclamations shall:

- Promote, support, highlight, or recognize local, state, national, and international observances that reflect the following values of the County of Inyo and its constituents:
 - Patriotism
 - Inclusivity
 - Community pride
 - Historical appreciation
 - Charity and compassion
 - A desire to inform and educate
 - Embracing and celebrating diversity
 - Integrity
- Promote, support, highlight, or recognize efforts to improve public health and safety, and prevent disease, violence, and criminal activity;
- Promote, support, highlight, or recognize efforts to bring awareness to issues impacting the health, safety, and well-being of the public;
- Honor and commend achievements of individuals (members of the public or County employees) or groups that are significant in nature and otherwise make a large, positive impact on the local community;
- Honor and recognize major milestones and anniversaries of individuals, non-governmental entities or fellow government agencies; and
- Honor and memorialize individuals (members of the public or county employees) who had a lasting, widespread, positive influence on the community.

In general, proclamations shall ***not***:

- Promote for-profit causes or individuals;
- Support or oppose proposed legislation;
- Support or oppose candidates for public office;
- Support or oppose citizen initiatives and ballot measures;
- Promote violence, discrimination, racism, or hatred of any kind;
- Be brought forward by individuals; or
- Exceed 500 words.

Rule 36. Proclamations – Procedure

Proclamations do not have noticing requirements outside of agenda publication, but they should generally be drafted and provided to the Assistant Clerk of the Board in electronic format as much in advance as possible. The Assistant Clerk will then place the proclamation in the County of Inyo Board of Supervisors template and edit or otherwise change the proclamation to meet the County’s requirements, needs, policy determinations, or value statements.

Proclamations may be brought forth by Departments under Rule 12 to call attention to observances or causes aligned with their mission of service and of importance to those they serve. Examples would include “Suicide Prevention and Recovery Week,” “Child Support Awareness Month,” “Positive Parenting Month,” and “Probation Services Week.”

Non-governmental entities and organizations may request the placement of proclamations on a Board agenda by contacting the Clerk or Assistant Clerk of the Board and following the procedures of Rule 15. The proclamation must be drafted by the entity proposing it, with consent to editing by the County. Board member sponsorship of proclamations proposed by outside entities is not necessary as long as that entity is a publicly known, well-established, formally organized, and locally-based organization, agency, or group. Examples would include Wild Iris, Inyo-Mono Advocates for Community Action, Eastern Sierra Cancer Alliance, the American Legion, Girl Scouts, and Bishop Area Climbers Coalition.

Tribal governments may propose or request proclamations through the procedure described above, or through consultation with members of the Board of Supervisors.

Board members may propose proclamations per Rule 12, which requires consultation with the Board Chair and working with the CAO, Assistant Clerk of the Board, or a pertinent department head. Names of Board members sponsoring proclamations will appear in the backup material contained within the agenda packet.

Upon approval by a majority of the Board, the proclamation shall be executed by the Chair and attested to by the Clerk or his/her deputy.

A calendar of proposed proclamations (such as those approved by the Board annually) shall be maintained by the Assistant Clerk of the Board and distributed to the Board as updated. The calendar does not preclude the proposal of additional proclamations for such matters as recognition of significant achievement, supporting new events or observances, and honoring or memorializing retired public servants.

Rule 37. Planning Matters – Request for Continuance

Any Board member may request that a Planning matter within his/her District be continued to the next available regular meeting that will allow for compliance with any applicable legal noticing requirements, due to that Board member's unavailability at the meeting for which the item is scheduled or for any other reason. Upon concurrence of a majority of the Board, such continuance shall be granted.

Rule 38. Planning Matters – Original Jurisdiction

The Board may hear appeals on decisions of the Planning Commission or Planning Director. Appeals of decisions made by the Planning Commission may be heard if they are filed according to County Code. Pursuant to County Code §18.81.300, the decision of the Board shall become effective immediately.

VIII. DUTIES OF COUNTY STAFF DURING BOARD MEETINGS

The County Administrator shall be present during Board meetings and shall provide such information as necessary to assist the Board members in their deliberation and decision-making. The County Administrator may delegate this responsibility to the Assistant County Administrator, Deputy County Administrator, Deputy Personnel Director, Auditor-Controller, or County Counsel should extraordinary circumstances prevent the discharge of this responsibility.

Rule 39. County Counsel

County Counsel shall be present during Board meetings and shall serve as advisor to the Board on appropriate rules to comply with legal requirements. All questions of law shall be referred to County Counsel for his or her opinion. County Counsel may delegate this responsibility to the Assistant County Counsel or a Deputy County Counsel.

Rule 40. Clerk of the Board

The Clerk or Assistant Clerk shall be present during all Board meetings for the purpose of taking and maintaining the minutes of the meeting; presenting and receiving correspondence, records, documents, claims, reports, or petitions; preserving all records; marking or attesting all resolutions and ordinances; imparting information on Board documents of public record; and otherwise fulfilling all duties imposed by law or required by the Board.

The Assistant Clerk shall collect public comment that may be emailed before or during the meeting. Written comments may or not be read aloud; however, they will become part of the permanent record for that meeting. At the direction of the Chair and with concurrence of the Board, these letters may also be paraphrased or otherwise condensed. It is asked that commenters keep their letters to 250 words or less.

The Clerk shall record all regular meetings of the Board. All meetings shall be recorded by video/audio means. Video recordings shall be available online for later review as soon as practical on the county website at <https://inyococa.civicclerk.com/web/home.aspx>. Audio recordings are available upon request to the Assistant Clerk of the Board.

Rule 41. Department and Agency Directors

Department Heads and Outside Agency Directors, or a designee, having any matter on the agenda for consideration by the Board, whether consent or regular, shall be available for the purpose of providing information to the Board and shall also attend any Board meeting when requested to do so by a Board member or the County Administrator. Department and Agency Directors may be present in person or by telecommunication or videoconference as the item warrants. Department and Agency Directors, or designees, may provide oral reports and/or short presentations to the Board during the "County Department Reports" portion of the meeting. The Chair, at his or her discretion, or request by majority of the Board, shall implement and enforce the time limit for each speaker.

IX. COMMITTEES

Rule 42. Board Committees/Assignments and Reporting Requirements

The Clerk shall maintain a list of Board Committees and Assignments. Annually, the incoming Chair shall review the list of Committees and Assignments. The list of appointments shall be adopted by the Board at its first meeting in January or as close to it as possible.

All members who are assigned to special projects, committees, and separate boards or commissions shall provide regular reports to the full Board regarding their activity in connection with the special projects, committees, and separate boards or commissions (Government Code §53234, et. seq.).

Committee members shall call committee meetings as needed, provided they are held in conformance with the law. The County Administrator's Office and County Counsel may serve as support staff to all Board-created committees. Other department heads and/or staff may also provide support as requested by the committee and/or the CAO.

Rule 43. Board of Supervisors Standing Subcommittees

Standing subcommittees are those subcommittees of the Board of Supervisors which have continuing jurisdiction over a particular subject matter or whose meeting schedule is fixed by resolution or action of the Board. Even if comprised of less than a quorum of the Board, a standing subcommittee is subject to the Brown Act.

The Chair shall recommend, with Board concurrence, members to each standing subcommittee. Generally, appointments shall occur at the Board's first regular meeting in January. All standing subcommittees shall be appointed for the calendar year, and the members shall continue as committee members until their successors have been appointed.

Rule 44. Board of Supervisors' Ad-Hoc Subcommittees

Ad-Hoc subcommittees of the Board of Supervisors are not subject to the Brown Act. They may be formed by Board action, shall be solely composed of members of the Board, shall consist of less than a quorum of the Board, shall serve a limited or single purpose, for a limited time, and shall be dissolved once the specific task assigned is completed.

Ad-Hoc Subcommittees are encouraged to conclude their business at the end of each calendar year. The Assistant Clerk will maintain a current index of Ad-Hoc Subcommittees and their purpose.

X. OTHER

Rule 45. Board Member Assignments to Staff

Board member assignments that are anticipated to involve significant staff time or other resource commitment and/or are a departure from established county or departmental policy and/or which may conflict with other priorities require Board approval prior to staff starting work. Board members are encouraged to discuss assignments which may require significant resources with the Chair and CAO.

Board approval shall be obtained through majority action of the Board, on an agenda item in which the scope and resource needs of the referral are identified.

For the purposes of this Rule, “significant” shall mean:

- Any task requiring more than two days of work, with more than two hours devoted to the task each day;
- Tasks that impact staff’s ability to attend to assigned work in a timely fashion; and/or
- Work that impacts other department’s ability to effectively deliver services.

Rule 46. Action Summaries and Recordings of Meetings

The Clerk shall prepare and distribute Action Summaries (“minutes”) of Board meetings. The minutes shall consist of the brief statement of each item posted on the agenda and supplemental agenda plus all motions, resolutions, and ordinance numbers related thereto, all votes recorded thereon, and the final action taken by the Board. The minutes shall be reviewed and subsequently approved by the Board in an open meeting, after which time the approved minutes will be posted on the county website,

<https://www.inyocounty.us/government/publications-reports-plans-proclamations/meeting-agendas-minutes>, or at <https://inyococa.civicclerk.com/web/home.aspx>.

The Clerk shall maintain the official audio record of Board meetings where video recording was not feasible, and will make these recordings available for listening by the public at no charge. In collaboration with the Information Services department, the Clerk shall maintain the official video record of each Board meeting unless doing so is technologically infeasible, and they shall be archived and available for viewing at no charge on the county website at

<https://inyococa.civicclerk.com/web/home.aspx>.

XI. PARTICIPATION OF THE PUBLIC

Rule 47. Public Comment / Time Limits

Members of the public have the right to address the Board on any item within the subject matter jurisdiction of the Board (Government Code §54954.3). These comments will be

accepted during the Board's designated "Public Comment" periods and during discussion of action items, public hearings, workshops, and presentations. No public comment will be accepted during County Department Reports or Board Member and Staff Reports. When called upon to speak, members of the public may state their name and town of residence but are not required to do so. Members of the public shall direct their comments to the Board and shall not directly address staff. The Chair may, at his or her discretion, request a response from staff within the limits of the Brown Act. Time limitations for public comments on a given agenda item are at the discretion of the Chair, and may be reduced or extended depending on the objective needs of the County to conduct its business in an orderly fashion. Speakers will be notified when the time limit has been reached and will be advised by the Chair to wrap up their comments.

Subject to the limits set forth above, the public may comment on agenda items prior to the Board taking action on the item.

Under the Public Comment portion of the meeting, members of the public will be allowed to address the Board regarding any item **not on the agenda**. No action may be taken on items not on the agenda unless authorized by law.

Profane language or personal attacks are considered to be a disruption of the orderly and fair progress of the County business being conducted at the meeting and speakers utilizing such language or issuing such personal attacks will be cut off from continuing their comments.

Meetings will be accessible to the public remotely. Information about accessing remote meetings can be found online at <https://www.inyocounty.us/government/board-supervisors> and on published agendas. Anyone participating remotely who wishes to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing a "request to speak" feature on the video conferencing platform when appropriate during the meeting (the Chair or designee will call on those who wish to speak). Written public comment, limited to **250 words or fewer**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

Rule 48. Orderly Conduct

The Chair may determine when orderly conduct of a Board meeting is not feasible due to disruptive behavior by person(s) in attendance. The Chair may request that person(s) disrupting the meeting leave the chambers/meeting room. If order cannot be restored, the Chair may order the chambers/meeting room cleared and continue in session. Members of the news media, except those participating in the disturbance, shall be allowed to remain. The Chair may

re-admit any person(s) provided their re-admission will not disrupt the continued orderly conduct of business. The Chair may also call a recess and reconvene when order has been restored. (Government Code section 54957.9.)

Rule 49. Security and Prohibition of Banners/Signs or Other Hazardous Objects

The Board has the power to implement security measures in the chambers/meeting room. Any hazardous object which could impair the safety of individuals in the event of an emergency are prohibited in the chambers/meeting room. Any large object/container that may be deemed a hazardous object which could impair the safety of individuals in the event of an emergency may be prohibited in the chambers/meeting room.

XII. APPENDIX A. Order of Agenda

Generally, business at Regular meetings shall be transacted in the following order. Business may be reordered by the Chair or by a majority of members. The Chair may modify the Agenda Order for the Board's or public's convenience at a particular meeting, provided that no matter noticed for public hearing or other "Timed Item" may be heard prior to the published time. The CAO, with concurrence of the Board Chair, may modify or amend the Agenda Order and/or this Appendix A without a vote of the Board.

- 1) Call to Order (8:30 a.m.)
- 2) Public Comment on Closed Session Item(s)
- 3) Recess to Closed Session
- 4) Reconvene from Closed Session (10 a.m.)
- 5) Pledge of Allegiance
- 6) Report on Closed Session as required by law
- 7) Public Comment on matters not on the agenda, but within the subject matter jurisdiction of the Board
- 8) County Department Reports
- 9) Consent Agenda
- 10) Departmental
- 11) Correspondence – Action
- 12) Public Comment on matters not on the agenda, but within the subject matter jurisdiction of the Board
- 13) Board Member and Staff Reports
- 14) Correspondence – Informational
- 15) Adjournment – Meeting may be Adjourned in the Memory of/Moment of Silence/Reading of Names

XIII. APPENDIX B. 4/5ths and Unanimous Vote Requirements

Subject	Vote	Code	Description
Off Agenda Action	Unanimous	Gov. Code §54954.2(b)(2)	To consider an item not on the Agenda, the Board must make findings that the need to take action arose after the agenda was posted. The vote requires at least four votes of the Board if two-thirds of the members are present. If less than two-thirds are present, it requires a unanimous vote.
Airport	4/5	Gov. Code §26021	Property acquisition for airport purchases by purchase, condemnation, or lease; resolution for County aid
Airport	4/5	Gov. Code §26026	Contribute money to the United States for the acquisition or improvement by the United States or any of its authorized agencies of airports in the County.
Bonds		Gov. Code §§26880, 26885, 26946, 29917, 53595.20, 53345.8; Sts. & Hwys Code §§9132, 5227, 10355, 9534.5; Ed. Code §15145; Pub. Util. Code §§99100, 99102, 99118, 99119	There are many special voting requirements and other processes required for bonds. Please check with County Counsel.
Bridges	4/5	Pub. Contract §20405(c)	Modify the plans, specifications and working details of bridge construction contracts.
Budget	4/5	Gov. Code §29088	Changes to the proposed budget after budget hearing but prior to the final budget.
Budget	4/5	Gov. Code §29125	The following transfers and revisions to the adopted appropriations require a 4/5 vote: (1) transfers between funds; or (2) transfers from appropriation for contingencies.
Budget	4/5	Gov. Code §29127	Adopt resolution necessary to appropriate and expend funds necessary to meet specific emergencies.
Budget	4/5	Gov. Code §29130	Adopt resolution necessary to appropriate and expend funds necessary to meet specific emergencies. <ul style="list-style-type: none"> a) Restricted, committed, assigned, and unassigned fund balances, excluding the general reserves and nonspendable fund balance; b) Amounts that are either in excess of anticipated amounts or not specifically set forth in the budget derived from any actual or anticipated increases in financing sources.

Collections	4/5	Gov. Code §26220(a) and (b)	<p>a) Assign for the purpose of collection any or all delinquent bills, claims and accounts, and any or all money judgments taken in the name of the County.</p> <p>b) Assign for the purpose of collection any or all delinquent or unsecured taxes.</p>
Condemnation/ Eminent Domain	4/5	Code of Civ. Pro. §1245.240	Adopt a resolution of necessity prior to commencing an eminent domain proceeding.
Contracts	4/5	Pub. Contract Code §20128	Modify terms of a construction contract
Contracts	4/5	Pub. Contract Code §20135	Alter or change in any manner the plans and specifications previously adopted by the Board for the erection, alteration, construction, or repair of any public building or structure, where such alteration or change increases cost.
Contracts	4/5	Pub. Contract Code §20136	Adopt an order to alter or change a contract that is for the erection, construction, alteration or repair of any public building or other structure.
Contracts	4/5	Pub. Contract Code §20137	Contracts for the erection, construction, alteration, or repair of any public building or other structure: the Board may authorize a change if it does not exceed 10% of the original contract price.
Contracts	4/5	Pub. Contract Code §20150.10	Adopt a resolution declaring that the project can be performed more economically by county personnel, or that in the Board's opinion a contract to perform the project can be negotiated with the original bidders at a lower price than that in any of the bids, or the materials or supplies furnished at a lower price in the open market.
Contracts	4/5	Pub. Contract Code §22038(a)(2)	After rejection of bids, adopt a resolution that declares that a project can be performed more economically by the employees of the agency.
Contracts	4/5	Pub. Contract Code §22050(a)(1)	In the case of an emergency, repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts. (See also Pub. Contract Code §22035).
Contracts	4/5	Pub. Contract Code §22050(b)(1)	Adopt a resolution or ordinance that delegates to the appropriate county administrative officer, chief engineer or other nonelected agency officer, the authority to order any action pursuant to the emergency powers described in (a)(1) above.
Contracts	4/5	Pub. Contract Code §3400(c)(4)	Use of specific brand/trade name (without "or equal") in the invitation of bids or requests for

			proposals in order to respond to an emergency declared by a local agency by a four-fifths vote.
Counsel	4/5	Gov. Code §25203	Employ counsel to assist the district attorney, county counsel or other counsel for the county or public entity for which the Board is the governing body.
Flood Control, Maintenance and Sanitation District	4/5	Gov. Code §23014	Adopt a resolution appropriating any of its available moneys to a revolving fund (not to exceed \$500,000) to be used by any county sanitation district, county flood control district, or county district maintenance district located wholly within the county for certain purposes.
Legislation	4/5	Gov. Code §25123(d); Elec. Code §9141(a)(4)	Adopt ordinances that are for the immediate preservation of the public peace, health or safety, which contain a declaration of the facts constituting the urgency, in which case the ordinance shall take effect immediately.
Parks	Unanimous	Gov. Code §25583	Adopt a resolution of intention to abandon a park or a portion of a park and fix a time when it will meet to take final action.
Parks	4/5	Gov. Code §25553	Find that the enlargement or improvement of the public park, beach, golf course, or recreation ground is of general county interest or that the cost of maintenance is increased by reason of use by residents of the county outside of the city, such that the Board may determine to extend aid to city parks.
Planning	4/5	Gov. Code §65858	Adopt as an urgency measure, an interim ordinance prohibiting any uses that may conflict with a contemplated general plan, specific plan, or zoning proposal. Any extension of time on the interim ordinance also requires a 4/5 vote.
Planning	4/5	Pub. Util. Code §§21676, 21676.5	Overrule an airport land use commission's determination.
Property	Unanimous	Gov. Code §25363	Cash sale or lease of any property not required for public use at a noticed public auction (4/5's vote); sale or lease at an unadvertised, private sale can be authorized by simple majority, but only after the Board unanimously finds that the value of the property does not exceed \$500, monthly rental value is less than \$75 or it is a product of a County farm.
Property	Unanimous	Gov. Code §25550 and §25550.5	Conveyance of county property to city for public park purposes.
Property	4/5	Gov. Code §25365(a)	Convey to another governmental agency within the county any real or personal property.
Property	4/5	Gov. Code §25365(b)	Exchange real property with any person, firm or corporation for the purpose of removing defects in the title or where the real property is not required for county use and the real property to be acquired is required for county use.

Property	4/5	Gov. Code §25515.2(c)	Action to approve any sale, lease, lease with option to purchase, development or contract agreement for public property after a request for proposals.
Property	4/5	Gov. Code §25536(a)	Enter leases, concessions or managerial contracts involving leasing or subleasing county-owned, leased or managed property devoted to or held for certain purposes.
Property	4/5	Gov. Code §25536(c)	Sell or lease county-owned property without complying with Article 8 "Sale or Lease of Real Property" if the county repurchases or leases back the property as part of the same transaction. Pledge specific revenues as security for the payment of obligations incurred in the repurchase or leaseback of the property.
Property	4/5	Gov. Code §25536.5	Approve an agreement to amend a lease, sublease, concession or managerial contract entered to permit a permanent improvement or alteration of property at the expense of the lessee or concessionaire and to permit a credit on rentals or other reimbursement.
Property	4/5	Gov. Code §25526	Adopt a resolution declaring intent to sell or lease property.
Property	4/5	Gov. Code §53867	Determines that property cannot be sold for a sum at least equal to the total of the amount paid, all accrued penalties and delinquencies, and necessary expenses incurred, and local agency may sell the property or lien for less than such total but not less than the fair market value of the property or lien.
Roads	Unanimous	Sts. & Hwy Code §1026(c)	County aid to road districts; order the expense of material for highway construction to be paid out of the county general fund.
Special Assessment Districts	4/5	Sts. & Hwy Code §§2808.5, 2808.6, 2808.7	There are several statutory special vote requirements related to special assessment districts. Please consult with County Counsel.
Special Purpose District	Unanimous	Gov. Code §26909, subd. (b)	Approve a unanimous request made by the governing board of a special district to replace an annual audit with another specified audit.
Streets and Highway	4/5	Sts. & Hwy. Code §942	Let County rent county equipment used in the maintenance and construction of county roads, when such equipment is not in use upon the roads under the jurisdiction of the Board, and arrange the rate of rental compensation, in keeping with the general conditions prevailing in the county in which transaction is made.
Streets and Highway	4/5	Sts. & Hwy. Code §969.5	Adopt a resolution that determines that the general county interest demands the improvement or repair of a privately-owned road.
Streets and Highway	4/5	Sts. & Hwy Code §1070	Determine that the public convenience and necessity demand the acquisition or construction of a new county highway or improvement, repair or maintenance of any existing county highway, and the

			expense of such new highway or the expense of improving, repairing, or maintaining such existing highway is too great to pay out of the road fund of the district (such as that the Board may adopt a resolution to make such acquisition or do such work and charge the expense to the county general fund, the road fund of the county, or the district fund of any district benefited).
Streets and Highway	4/5	Sts. & Hwy. Code §1627	Adopt a resolution that establishes a “county highway right of way acquisition revolving fund” for acquiring rights of way for county highway purposes through purchase or condemnation.
Streets and Highway	4/5	Sts. & Hwy. Code §§1680, 1686	Adopt a resolution that determines that certain activities are of general county interest and that county aid may be extended to cities for city streets.
Streets and Highway	4/5	Sts. & Hwy. Code §1700	Adopt a resolution that declares any highway located in whole or in part within a city to be a county highway for one or more of the following purposes: acquisition of rights-of-way, construction, maintenance, improvement, or repair.
Tax	4/5	Gov. Code §53724	Approve an ordinance or resolution that proposes a tax that is subject to approval by the voters pursuant to Government Code section 53722
Tax	4/5	Rev. & Tax. Code §7285	Approve ordinance proposing a transactions and use tax for general purposes.
Tax	4/5	Rev. & Tax. Code §7285.5	Adopt ordinance regarding a transactions and use tax for specific purposes.

Appendix B may be updated by the Clerk, after consultation with and the consent of the County Counsel, without a vote of the Board.

XIV. APPENDIX C. Request to Place Item on Board’s Agenda by the Public or Non-County Entities

- a) **Non-county entity (i.e., other governments, non-profit groups, or other interest groups):** Contact the Clerk of the Board of Supervisors (760-878-0373; boardclerk@inyocounty.us) to arrange for placement of an item on the next available or a future agenda. Approval of the agenda item will be granted by the Assistant Clerk of the Board, in consultation with the CAO and Board Chair. Board members may also bring these requests forward as a sponsor on behalf of the non-county entities. The name of the sponsoring Supervisor will appear in the backup material published as part of the agenda packets.

- b) **Individual members of the public and businesses:** Make requests directly to a County Supervisor (found [here](#)), who must agree to sponsor the item before it will be added to the agenda. Board members are asked to consult with the Board Chair and CAO, before forwarding the request to the Clerk of the Board. The name of the sponsoring Supervisor will appear in the backup material published as part of the agenda packets.
- c) The following information is required via email to the Clerk and/or Assistant Clerk of the Board of Supervisors before the item will be added to the agenda:
- *A brief description of the item to be discussed.*
 - *Is there a requested Board action, or is this item informational?*
 - *Is there a fiscal impact to the County?*
 - *Name of the person(s) who will be appearing before the Board to make the presentation.*
 - *Amount of time requested, including discussion and questions from the Board.*
 - *Preferred time of presentation, morning or afternoon.*

Morning is between 10 a.m. and 12:00 p.m.; afternoon is after 1:00 p.m.

NOTE: *An afternoon time may not be possible if the meeting will be finished before Noon.*

- *If the request is coming from an organization, please provide via email a cover memo on the organization's letterhead addressed to the Inyo County Board of Supervisors describing in detail the request, expected Board action, and fiscal impact.*
- *If handouts are to be provided or additional information at the Board meeting, you must provide this information via email to the Clerk of the Board of Supervisors, and at least 10 copies for public distribution*
- *If a PowerPoint presentation will be presented, please email it prior to the agenda deadline so it can be included in the Board's packet.*

XV. APPENDIX D. Publishing Deadlines of Inyo County's Newspaper of Record

Public hearings, ordinance adoption, and consideration and adoption of resolutions will be advertised according to law. Information necessary for the completion and posting of a notice will be forwarded to the Board Clerk in a timely fashion in order to meet the following publication deadlines for the newspaper legal section:

- **TUESDAY** – Deadline by 5 p.m. Friday
- **THURSDAY** – Deadline by 5 p.m. Tuesday
- **SATURDAY** – Deadline by 5 p.m. Thursday

Please note these deadlines are subject to change and may require earlier submission to accommodate federal holidays or other deadlines imposed by media outlets.