Agenda

County of Inyo
Board of Supervisors

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

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

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

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

February 7, 2012

9:00 a.m. ***INVOCATION*** by Supervisor Richard Cervantes

PLEDGE OF ALLEGIANCE

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

1. ***PUBLIC COMMENT***

2. ***COUNTY DEPARTMENT REPORTS*** *(Reports limited to two minutes)*

3. ***INTRODUCTION*** – Ms. Terra Duro, Office Manager, a new Health and Human Services employee, will be introduced to the Board.

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

COUNTY ADMINISTRATOR

4. ***Emergency Services*** – Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.

CLERK-RECORDER

5. Request Board award and approve the Contract for the Restoration of Historic Record Book Project, to Brown's River Marotti Company in an amount not to exceed $36,000, for a period of 6 months; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

HEALTH AND HUMAN SERVICES

6. ***Health Services*** – Request approval of Amendment No. 1 to the Agreement and MOU's between the County of Inyo and the State of California Department of Public Health for the provision of HIV/AIDS surveillance and HIV care and support services to individuals living with HIV/AIDS or at risk of HIV infection, increasing the grant by $21,772, for a total contract amount of $208,480 for the period of July 1, 2010 through June 30, 2013, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.

7. ***Behavioral Health Services*** – Request Board ratify and approve the Contract between the County of Inyo and Alpine Counseling Center for the provision of drug court related services for the period of January 1, 2012 through December 31, 2012, in an amount not to exceed $18,139 contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.

8. ***Health Services*** – Request approval of Amendment No. A01 to the Agreement between the County of Inyo and the State of California Health Care Services, extending the Contract from July 1, 2009 through June 30, 2012 for two years to the June 30, 2014 and increasing the maximum amount of the agreement reimbursement from $900,000 to $1,425,000 for approved Medi-Cal Administrative Activities (MAA), contingent upon the Board's adoption of future budgets; and authorize the Director of Health and Human Services to sign.

9. ***WIC Services*** – Request Board ratify and approve the Contract between the County of Inyo and the State of California Department of Public Health for the California Woman, Infants and Children (WIC) Contract for the period of October 1, 2011 through September 30, 2014, in an amount of $1,410,000, contingent upon the Board's adoption of future budgets; and authorize the Director of Health and Human Services to sign.

PLANNING

10. Request approval of the Amendments No. 1 to the Contracts between the County of Inyo and the following, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign: A) PCR Services Corporation to increase the contract limit by $51,452 for a total amount of $239,822 and augment the scope of work for biological, historic and archaeological resources, data collection and meetings and management; and B) C.G. Roxane LLC, to increase the contract limit by $72,033 for a total amount $345,370, inserting the original and augmenting the scope of work for biological, historic and archaeological resources, data collection, and meetings and management.

PUBLIC WORKS

11. Request approval of a resolution accepting the improvements for the Tecopa Hot Springs Sewer Lagoon Repair Project and authorize the recording of a Notice of Completion for the Project.

12. Request approval of a resolution accepting the improvements for the Bishop-Sunland Landfill Gatehouse Project and authorize the recording of a Notice of Completion for the Project.

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

13. ***HEALTH AND HUMAN SERVICES*** — Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists in the Health Budget as certified by the Health and Human Services Director, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Account Technician, the vacancy could possibly be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure a sufficient number of qualified applicants apply, if an appropriate candidate is not found on an existing eligibility list; and C) approve the hiring of one Account Technician I at Range 55 ($2,910 - $3,537) or II at Range 59 ($3,194 - $3,880) depending upon qualifications.

14. ***WATER DEPARTMENT*** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions exists as certified by the Water Director, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the positions of Seasonal Field Assistants, the vacancies could possibly be filled through an internal recruitment, however an open recruitment would be more appropriate as there may not be sufficient internal applicants to fill the requested positions; and C) approve the hiring of four seasonal Field Assistants I at Range 050PT ($13.90 – $16.87 per hour) as follows: one position from May 16, 2012 through August 31, 2012 and three positions from June 1, 2012 through August 31, 2012, contingent upon the Board's adoption of a FY 2012-13 budget.

15. ***COUNTY ADMINISTRATOR – Information Services*** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists in the General Fund as certified by the Information Services Manager, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Network and Operations Analyst, the vacancy could possibly be filled through an existing list or an internal recruitment, however an open recruitment would be more appropriate to ensure a sufficient number of qualified applicants apply, and C) approve the hiring of one Network and Operations Analyst I, II, III or IV at Ranges 65 through 76 ($3,671 - $5,796), and authorizing hiring up to the 76E step depending upon qualifications.

16. ***COUNTY ADMINISTRATOR – Integrated Waste Management*** – Request Board waive all gate and disposal fees associated with the April 20 and 21, 2012 Waste Tire Amnesty Event.

17. ***PLANNING*** – Request Board review the Notice of Funding Availability Request for proposals for the Clean Air Projects Program (CAPP), receive a presentation from staff regarding submitting a proposal for a Compressed Natural Gas (CNG) Fueling Station and Fleet Retrofit Project; and approve the resolution authorizing the submittal of an application for the Project.

18. ***PUBLIC WORKS*** – Request approval of a resolution authorizing the application for Clean Air Projects Program (CAPP) funds in an amount to be determined to the Great Basin Unified Air Pollution Control District for heating system upgrades to County facilities and Road Department equipment replacements as recommended by Staff.

19. ***CLERK OF THE BOARD*** – Request approval of the minutes of the Board of Supervisors Meetings as follows: A) the Regular Meeting of January 10, 2012; B) the Special Meeting of January 11, 2012; and C) the Regular Meeting of January 17, 2012).

TIMED ITEMS **(Items will not be considered before scheduled time)**

11:00 a.m. 20. ***PLANNING*** – Request Board A) conduct a ***public hearing*** on a proposed ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Allowing the Restoration of Non-Conforming Dwellings That Were Destroyed by the Inyo Center Fire of March 18, 2011; and B) waive the first reading of the ordinance and schedule the enactment for 11:00 a.m., February 14, 2012, in the Board of Supervisors Room, at the County Administrative Center, in Independence.

CLOSED SESSION

1:30 p.m. 21. ***PERSONNEL [PURSUANT TO GOVERNMENT CODE §54957]*** - Public Employee Appointment - Title: Director Public Works.

22. ***CONFERENCE WITH LABOR NEGOTIATOR (Pursuant to Government Code §54957.6)*** – Instructions to Negotiators re: wages, salaries and benefits – Title: Director Public Works – Negotiator – as designated by the Board of Supervisors.

WORKSHOPS AND PRESENTATIONS **(To be considered at the Board's convenience)**

CORRESPONDENCE - ACTION

23. ***NATURAL RESOURCES COMMITTEE (NRAC – Planning)*** – Request Board consider the Committee's recommendation that County residents be given preference for speaking at public meetings and forums.

24. ***INYO COUNTY BOARD OF EDUCATION*** – Request consolidation of the election of Board of Education Trustees with the June 5, 2012 Presidential Primary Election.

25. ***INYO MONO ADVOCATES FOR COMMUNITY ACTION*** – Request approval of a letter supporting a proposal to the Clean Air Projects Program (CAPP) to reduce particulate emissions in Inyo County by replacing non-EPA compliant wood stoves with new heating appliances.

BOARD MEMBERS AND STAFF REPORTS

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

26. ***PUBLIC COMMENT***

CLOSED SESSION

27. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Pursuant to Government Code §54956.9(c)*** – Decision Whether to Initiate Litigation (one case).

28. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code §54956.9(a)*** – *William A. Richmond v. County of Inyo,* Inyo County Superior Court Case No. SICVPT 12-53067.

29. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators Association (LEAA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

REPORT ON CLOSED SESSION AS REQUIRED BY LAW

CORRESPONDENCE - INFORMATIONAL

30. ***PUBLIC WORKS*** – Northern Inyo Airport Advisory Committee Meeting Agenda for February 6, 2012.

31. ***GOVERNOR OF THE STATE OF CALIFORNIA*** – Proclamation calling the Presidential Primary Election on Tuesday, June 5, 2012.

32. ***CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER*** – Copy of letter to AAPL regarding the implementation of the Eastern Sierra Adventure Trails System.

COUNTY OF INYO

NEW EMPLOYEE NOTIFICATION

Date of Introduction: ~~1/17/12~~ 2-07-18

Employee Name: Terra Duro

Assigned to: HHS

Job Title: Office Manager

BRIEF WORK EXPERIENCE HISTORY:

Contract Specialist - Mammoth Hospital
Assistant Manager - Eastern Sierra Community Bank

BRIEF PERSONAL BACKGROUND INFORMATION

Marital Status: Married

Hobbies: horse back riding, kids sports, reading, hiking

Resides Where: Bishop

Other Information:

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
4

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF February 7, 2012

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.

SUMMARY DISCUSSION: - During your August 5, 2008 Board of Supervisors meeting your Board took action to continue the local emergency, which was a result of the Inyo Complex Oak Creek Mud Flows. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a week-to-week basis. The recommendation is that the emergency be continued until the permanent diversions are in place. LADWP has notified your Board that the completion of the project is expected for sometime this fall. Therefore, it is recommended that your Board continue the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

For Clerk=s Use Only:
AGENDA NUMBER

5

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

X **Consent** ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kammi Foote, Clerk-Recorder and Registrar of Voters

FOR THE BOARD MEETING OF: February 7, 2012

SUBJECT: Award of contract for the Restoration of Historic Record Books Project

DEPARTMENTAL RECOMMENDATION:

Request the Board award the contract for the provisions of the Restoration of Historic Record Book Project, to Brown's River Marotti Co., in an amount not to exceed $36,000, for the period not to exceed 6 months and authorize the Board Chairperson to sign, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Inyo County Recorders Office is responsible for the permanent retention of Official Records. The Official Records proposed in this project are in desperate need of preservation and conservation. These historic books are the only surviving permanent Official Records of early mining activities in the Coso, Wild Rose, Cerro Gordo, South Park and Look Out Mining Districts. The public and Recorder's staff are regularly handling these books contributing to the fragile nature and deterioration of these valuable and irreplaceable county records. This Request for Proposal consisted of the restoration, microfilming and digital scanning of ten (10) historic Official Record books that range in age from 98 to 136 years old.

The Inyo County Recorders Office solicited proposals from qualified and experienced organizations to provide historic record book preservation and restoration services. The bids that were received by the Inyo County Recorder's Office are summarized as follows:

Northeast Document Conservation Center	$50,000
Brown's River Marotti Co.	$36,000
US Imaging, Inc.	$2,584.10 *

*(Only bid on the microfilming portion of the RFP)

After careful review of the bids submitted for this project, I am requesting that the Board award the contract to Brown's River Marotti Co. as the lowest responsive bidder that met all of the qualification criteria requested in the Request for Proposal (RFP). Brown's River Marotti Co. has extensive credentials and references for completing similar projects in the State of California. All services required in the RFP will be performed at their Carson City, Nevada facility. The contractor will personally pick-up and deliver the historic record books decreasing the possibility of further damage in transit.

ALTERNATIVES:

- The Board could decline the request altogether, which would leave these irreplaceable books subject to further deterioration.

- The Board could determine that the contract be awarded to the only other responsive bidder to meet all of the qualifications and criteria requested in the Request for Proposal. This would result in additional cost to the Recorder Micrographic and System Update fund (023401).

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are no General Fund monies involved. This project will be funded entirely from the Micrographic and System Update funds (023401) which have been collected for this purpose. Funds are available within the FY2011-2012 Budget unit 023401.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes 1/12/2012 Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: 1/18/2012 Date:
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date:

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 1/19/12

REPORT ON THE INYO COUNTY HISTORIC RECORD BOOK PRESERVATION PROJECT

PREPARED BY:

KAMMI FOOTE
INYO COUNTY CLERK-RECORDER
& REGISTRAR OF VOTERS

JANUARY 9, 2012

BACKGROUND AND DISCUSSION

The Clerk-Recorder is one of the oldest professions in the history of civilized society. The job of the Clerk-Recorder has always been to act as the official keeper of the public record. The tasks performed by the Clerk-Recorder were employed in biblical times, in Roman colonial society and in the Greek civilization. Recognizing the importance of keeping a precise accounting of the publics' business, the Founding Fathers built the office of the Clerk-Recorder into the framework of the United States Government.

> *"When the early colonist came to America, they set up forms of government to which they had been accustomed, and the office of Clerk was one of the first established. The colony of Plymouth, Massachusetts, appointed a person to act as a Clerk to keep all the vital records for birth, marriage and deaths for the church as well as other records of appointments, deeds, meetings and election of officers. They were aware of the importance of keeping accurate written records of the agreements and actions including grants of land, regulations governing animals, the collection of taxes and the expenditure of town funds."* [1]

The modern Clerk-Recorder is responsible for many of the same duties as the historical Clerk-Recorder including maintaining a written record of land transactions known as Official Records. The Clerk-Recorder, as the custodian of the Official Records, has an obligation to preserve this information permanently. The State of California assumes "permanent" to mean 500 years. [2]

In January 2011, the Inyo County Clerk-Recorder recognized that there were several historic record books in her custody that were in varying degrees of deterioration requiring stabilization, preservation and/or conservation. Through the budget process, monies were secured from the Recorder's Micrographic Fund, for the purpose of pursuing a Historic Record Book Preservation Project. The historic record books

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[1] Oregon Association of Municipal Recorders, City Recorder's Procedural Manual:– Title I – page 2 Rev. 2008 Section 1.02.010

[2] Local Government Records Management Guidelines, California Secretary of State, Feb 2006 page 8 http://www.sos.ca.gov/archives/local-gov-program/pdf/records-management-8.pdf

contained in the project included the only surviving records of early mining activities in the Coso, Wild Rose, Cerro Gordo, South Park and Look Out Mining Districts. The books are regularly handled by member of the public contributing to the deterioration of these valuable and irreplaceable county records.

On September 20, 2011, the Inyo County Clerk-Recorder solicited proposals from qualified and experienced organizations to provide *Historic Record Book Preservation and Restoration Services*. The Request for Proposal (RFP) consisted of the restoration, microfilming and digital scanning of ten (10) historic record books that range in age from 98 to 136 years old. The specifications of each book are listed below:

BOOKS TO BE RESTORED, MICROFILMED & DIGITALLY SCANNED

Years	Book Title	Size	Pages
1869-1872	Agreements A & B	12.50 X 7.5	Book A Pgs 7-66 Book B Pgs 4-11 & 16, 17
1875	Coso Mining Dist Book B	12.50 X 8.0	Pgs 1-256
1875-1877	Coso Mining Dist Book C	12.50 X 8.0	Index & Pgs 27-256
1877-1884	Coso Mining Dist Book D	12.50 X 8.0	Index & Pgs 25-256
1879-1896	Proof of Labor Coso Mining District Book A	12.00 X 7.5	Index & Pgs 17-60
1890-1892	Proof of Labor Cerro Gordo	10.00 X 8.0	Pgs 19-122
1897	South Park Mining District	12.50 X 8.5	Pgs 18-300
1907-1911	Wild Rose Mining District	14.25 X 9.5	Pgs 1-598
1879-1909	Lookout Mining Dist Book B	13.50 X 8.5	Pgs 3-389
1877-1913	Bill of Sale	13.00 X 8.0	Index & Pgs 50-394

After the bids were received, it became apparent that there were conflicting opinions on the proper methodology to preserve and/or conserve these historic record books. In order to continue with the selection process there were several issues that needed to be resolved:

1) Are records of transactions that were transcribed into generic book volumes considered artifacts? If these Official Records are artifacts, then at what point do they become artifacts? In other words, are they artifacts merely because they have reached a certain age, or are more recent Official Records also considered artifacts?

2) Is the intrinsic value in conserving Official Record pages in the original bindings more precious than preserving the pages themselves?

3) Are there recognized "best practices" for preserving and/or conservation of historic Official Records?

Extensive research and thoughtful discussions took place to evaluate the methodology of the preservation/conservation component of this project. Included in this report is a summary of that discourse, including contradictory viewpoints and a list of resources that were used to come to a conclusion.

ANALYSIS

In order to properly analyze the bids received for the Inyo County Restoration of Historic Records Book Project, there were several questions that needed to be resolved. Following is a summary of the discussions and opinions that took place surrounding these inquiries.

1) Are records of transactions that were transcribed into generic book volumes considered artifacts? If these Official Records are artifacts, then at what point do they become artifacts? In other words, are they artifacts merely because they have reached a certain age, or are more recent Official Records also considered artifacts?

Generally, individuals with museum or library backgrounds tended to consider Official Record books of this time period as artifacts. The belief was that the nature of the books serves as informants of the era in which they were created. Although the bindings were likely purchased en-masse, the intrinsic value of the historical bindings could indicate the cultural value of public records at the time. Further, it was argued that the value of the original bindings to researchers and historians is exponentially higher than the value of the information itself and that studying the fabrication and stitching of the volumes would provide a great deal of information indicative of the time. This important information could include the supplies that were available at the time, how affluent the entity was commissioning the bindings, if the books were a part of a larger group with a known origin and what level of importance the documents had compared to other records retained by the County during the same time period. Keeping the pages in the original bindings could be used to authenticate and date when the information was recorded. Moreover, this viewpoint also held that the value was not only historical, but also monetary in nature. Dis-binding, washing and treating the individual pages and housing them in new bindings would substantially decrease the financial worth of the volumes. The overall recommendation was that, because the books were only in our momentary possession in our impermanent terms of office, we should treat them as artifacts to meet the potential unknown needs of historians.

On the contrary most Clerks and Recorders tended to consider Official Record books of this time period as government records and not artifacts. The National Archives and Records Association (NARA) defines an artifact as:

> *"A two or three-dimensional object largely defined by aesthetic value or value as an object rather than by informational value."*

The bindings may be historic in nature, but their function, when new, was to be practical. The intent of local government records was to record information, not to create "an object of aesthetic value." Therefore, the significance of the historic record books is in the information transcribed onto the pages and not on the physical properties, such as the bindings and material.

The overall consensus from this perspective was that Official Record books were government records that had a permanent retention schedule and the Clerk-Recorder had an obligation to preserve the information contained in these books indefinitely, by any means necessary, to meet that responsibility. Paul Bergeron, Certified Archivist and president of the National Association of Government Archives and Records Administrators (NAGARA) summarized the viewpoint as follows:

> *"The term "artifact" is often misused or misapplied, in my opinion. In archaeological terms, it generally means an object from a particular time period that provides some physical evidence of cultural or social behavior. Some restricted applications or use of the word refer only to hand-made objects (http://171.67.193.20/entries/artifact/). In my opinion, applying the term "artifact" to the bindings I saw in your photos is misleading (an equivocation).... To get to the core of your questions, we have an obligation to preserve the public record -- the documents and information that record and protect our citizens rights and our community's history. I do not consider the 1673 volume of records of births, deaths and marriages that I have in my vault to be an "artifact," but I do have an obligation to my community to do everything I can to preserve that record. We encapsulated each page and rebound the volume. Now the public can inspect and handle those 350 year old documents and the paper record is being preserved. If this had not been done, many of these pages would have disintegrated by now."*

Laren Metzer, Deputy State Archivist at the California State Archives, Office of the Secretary of State added:

> *"Just because a record is old, there is little value in treating it as an artifact if keeping it in its present condition may cause further harm to the contents. In point of fact, of course, records are different than artifacts that are maintained by museums and should be treated differently. The records were not originally (or for many years) in their present condition, so why would you want to preserve their deteriorated state?...*
>
> *The State Archives does not treat bound volumes as artifacts. If an original volume is too fragile for public use, we generally microfilm it and make the film available. Scanning is also sometimes done, although the digital record is more fragile than the microfilm and will not last as long. In all cases, it is paramount to provide proper environmental conditions for the records, which means avoiding*

temperature and humidity extremes and storing the records in stable conditions (65-70 degrees F. for paper records and 40-45% RH)."

2) Is the intrinsic value in conserving Official Record pages in the original bindings more precious than preserving the pages themselves?

This question was partially addressed in the last section, but there were also differing opinions expressed regarding the methodology of preservation versus conservation of the information contained within the books.

The general recommendation from individuals with a museum or library background was that it was not necessary or cost effective to attempt preservation activities on the books if you could capture the content by copying the information to another media and removing the books from daily use. Digitally scanning the records with the use of a cradle scanner and storing the original unaltered books in archival storage containers could accomplish this. Only authorized researchers with valid reasons to handle the original books would be allowed to do so.

Some Recorders argued that, according to California Government Code 26200 et seq, although this project includes a component to microfilm and digitize the volumes, the copies may not replace the books as the Official Record. If these books are considered the Official Record, then they would be subject to the California Public Records Act, which states:

" public records are open to inspection at all times during the office hours of the ...agency and every person has a right to inspect any public record, except as...provided, [and to receive] an exact copy [of an identifiable record]"

Government Code Section 6253.9(e) further clarifies:

"(e) Nothing in this section shall be construed to permit an agency to make information available only in an electronic format."

Scott Williams, President/Conservator of Kofile Preservation Inc. summarized the recommendation from Clerks and Recorders:

"The ravages of time, usage, temperature/humidity fluctuations, and damaging storage conditions threaten the existence of local records. Already, many records are illegible and turning to dust. Acids present in the historical papers and inks can "eat" or "burn" away complete histories...It is preservation that will minimize chemical and physical deterioration of the page, and prevent the loss of text. Its goal is to prolong the existence and useful life of the original format.

Records Managers who begin a preservation program can be proud that they have taken the most important step possible to preserve the written history of the communities they serve, making this unique information available to future generations. At the same time, they are making their lives easier because they no longer need fear using permanent records, which have been physically and chemically preserved."

3) Are there recognized "best practices" for preserving and/or conservation of historic Official Records?

In the research and discourse that ensued during the course of this project, no such "best practices" were uncovered. This report includes an extensive list of the collective resources that were referenced during the development of this project. The general consensus was that the burden was placed on each custodian of public records to evaluate their individual collections and make the best possible decisions regarding preservation and conservation as their resources allowed.

CONCLUSION

First of all, I would like to thank every person that took the time and effort to respond to my inquiries regarding this project. This has been a very informative process and I have had many thoughtful discussions and debates about the proper care of the records in my custody. I hope that this report can be utilized by other agencies that are also struggling to develop guidelines for the appropriate strategy to preserve the records in their charge.

Based on the above information and rationale, I am recommending that the Official Records contained in the Inyo County Restoration of Historic Record Books Project undergo the process of dismantling the bindings and surface dry-cleaning, mending, reinforcing and de-acidifying the pages as necessary and prudent by accepted archival methods. That the pages be microfilmed in accordance with industry standards and digitized into Group 4 TIFF images. To mitigate for any loss in intrinsic historical knowledge, I am recommending that the historical bindings be retained and stored in archival boxes with notations of the original content contained within each individual binding. Finally, I am recommending that the pages be rebound in acid free binders of the best quality available.

RESOURCES

I would like to thank the following organizations and individuals for their contributions to the discourse that took place concerning this project:

- Laren Metzer, Deputy State Archivist at the California State Archives, Office of the Secretary of State
- Paul Bergeron, Certified Archivist and president of the National Association of Government Archives
- Val Wood, Chief Deputy Recorder/County Clerk San Diego County, Certified Archivist, 2009 – present, Director, National Association of Government Archives and Records Administrators, 2009 – present, Deputy Director for King County (Seattle, WA) Records and Licensing Services (King County Archives) Deputy State Archivist for Washington State, 2006 – 2007, Modern Archives Institute, National Archives and Records Administration, 2007
- Galen Wilson, Senior Records Analyst, National Archives and Records Administration (NARA)
- Lynn Johnson
- Barclay Ogden, Director for Library Preservation at UC Berkley
- Charles Dyer, Records Manager, Carlo M. De Ferrari Archive, County of Tuolumne
- Julie Page, preservation consultant, co-coordinating the California Preservation Program since 1998 and co-coordinator for WESTPAS since 2007
- Kevin Turner, Document Preservation Technician at the California State Archives, Office of the Secretary of State
- Nancy Masters, Inyo County Library Director
- Danis Kreimeier, Director of Library Services Napa County
- John Tuteur, Napa County Clerk-Recorder & Registrar of Voters
- Susan Berumen, County Archivist, Orange County Archives, Master's in archival preservation
- Kristie Sheppard, Executive Director, Napa Valley Museum
- Doug Allen, Assessment Recording Supervisor, County of Marin
- Gina Alcomendras, Santa Clara County Clerk-Recorder
- Scott Williams, President/Conservator KOFILE Preservation, Inc.
- Jean Pasco, Director of Archives and Outreach, Orange County Clerk-Recorder
- Gilbert Carter, Assistant Recorder, Fresno County
- MaryRose Bryson, Santa Barbara County Recorders Office
- Jon Klusmire, Inyo County Museum Director
- Roberta Harlan, Curator of Collections and Exhibits, Eastern California Museum
- Rosemary Masters
- Sonia Issaeva, Dibner Book Conservator, Huntington Library
- Genevieve Preston, Archivist at San Bernardino County

Several publications and reports were referenced and used during the course of this project including:

- The American Institute for Conservation of Historic Records and Artistic Works Code of Ethics and Guidelines for Practice http://www.conservation-us.org/index.cfm?fuseaction=page.viewPage&PageID=858&E:\ColdFusion9\verity\Data\dummy.txt

- The Northeast Document Conservation Center website: http://www.nedcc.org/resources/leaflets/7Conservation_Procedures/07ChoosingAConservator.php

- An article entitle "Archivist works to preserve Riverside County History" written by Duane W. Gang http://www.pe.com/local-news/politics/duane-gang-headlines/20110129-archivist-works-to-preserve-riverside-county-history.ece

- The Library of Congress – Deterioration and Preservation of Paper website http://www.loc.gov/preservation/resources/care/deterioratebrochure.html

- The Library of Congress – Mass Deacidification website http://www.loc.gov/preservation/about/deacid/index.html

- "The Enemy Within! Acid Deterioration of our Written Heritage" – A report to the British Library Co-Operation and Partnership Programme on the Behalf of the Project Steering Committee – Jonathan Ryhs-Lewis February 2011 http://www.bl.uk/blpac/pdf/enemy.pdf

- Archival Product News – "To Infinity and Beyond: Mass Deacidification and Cultural Preservation" by Nancy E. Craft http://www.archival.com/newsletters/apnewsvol9no1.pdf

- National Archives – Mass Deacidification: Consideration for Archives By Norvell Jones, Chief, Document Conservation Laboratory, National Archives and Records Administration http://www.archives.gov/preservation/conservation/mass-deacidification.html

- "Bibliography on Mass Deacidification" by Carole Zimmerman, Library of Congress Preservation Office, Washington D.C. 1991 http://cool.conservation-us.org/byauth/zimmerman/massdeac.html

- "Conservation O'Gram – Salvaging Acidic or Damaged Museum Accession Books" June 1997 http://www.nps.gov/museum/publications/conserveogram/01-05.pdf

- "American Mining Law – Bulletin 98" – State of California Department of Natural Resources, Walter W. Bradley State Mineralogist, January 1931

- "Historical Records of County Government in California" – California Secretary of State http://www.sos.ca.gov/archives/local-gov-program/pdf/historical-county-records.pdf

- "Local Government Records Management Guidelines" – California Secretary of State http://www.sos.ca.gov/archives/local-gov-program/pdf/records-management-8.pdf

- California State Archives website: http://www.sos.ca.gov/archives/

- Preservation website – California Secretary of State http://www.sos.ca.gov/archives/preservation/

- County Recorders – The Historical Perspective – California Recorders Association of California Staff Workshop Lecture

- California Government Code Section 27320 et. seq.

- California Government Code Section 14740 et. seq.

- "Evaluation of Cellulose Ethers for Conservation" R.L. Feller, M. Wilt, The Getty Conservation Institute http://www.getty.edu/conservation/publications_resources/pdf_publications/ethers.pdf

- California Government Code Section 26200 et seq.

- The California Public Records Act found in California Government Code Sections 6250 - 6276.48

- Oregon Association of Municipal Recorders, City Recorder's Procedural Manual http://www.oamr.org/Manuals/ProcManual.pdf

AGREEMENT BETWEEN COUNTY OF INYO
AND Brown's River Marotti Co.
FOR THE PROVISION OF Restoration of Historic Record Books **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Restoration of Historic Books services of Brown's River Marotti Co. of Essex, Vermont (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed 36,000.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional

licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees, or the failure of Contractor, or Contractor's agents, officers, or employees to comply with any of its obligations contained in this Agreement. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo	
Clerk-Recorder Department	Department
PO Drawer F	Street
Independence, CA 93526	City and State

Contractor:	
Brown's River Marotti Co.	Name
PO Box 8501	Street
Essex, Vermont 05451	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.

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AGREEMENT BETWEEN COUNTY OF INYO
AND Brown's River Marotti Co.
FOR THE PROVISION OF Restoration of Historic Record Books **SERVICES**

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

COUNTY OF INYO

By:_____

Dated: _____

CONTRACTOR

By:_____
Signature

_____
Print or Type

Dated:_____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Brown's River Marotti Co.
FOR THE PROVISION OF Restoration of Historic Record Books **SERVICES**

TERM:

FROM: _____ **TO:** _____

SCOPE OF WORK:

Please see pages 11-17 of the attached bid from Brown'r River Marotti Co, for the Restoration of Historic Record Books Project for the details of the Scope of Work.

County of Inyo, CA

RESTORATION OF HISTORIC RECORD BOOKS PROJECT

Date Due: November 2, 2011 at 3:30 PM

Office of the Clerk of the Board
Attention: Restoration of Historic Records Book Project
224 N. Edwards Street
Independence, CA 93526

BRM
Brown's River Marotti Co.
Archival Preservation & Imaging

Brown's River Marotti Co.
One Allen Martin Drive
P.O. Box 8501
Essex, Vermont 05451
Phone: (800) 639-3027 or (802) 878-3335
Fax: (802) 878-0932
info@brmco.us

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REFERENCES
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SAMPLE CERTIFICATE OF INSURANCE — End

INYO COUNTY CLERK OF
THE BOARD
P.O. DRAWER N
INDEPENDENCE, CA 93526
(760) 878-0293
(760) 878-2241 FAX

September 20, 2011

ADDENDUM #1
RESTORATION OF HISTORIC RECORDS BOOK PROJECT

The following additions/changes are hereby made to the above referenced RFP request.

1. The Inyo County Board Clerk will receive sealed bids until **3:30 P.M. (PDT) on Wednesday, November 2, 2011**

All vendors must acknowledge receipt of this amendment by signing below and returning this document with your bid. Failure to acknowledge this amendment and return it with your bid may disqualify your bid.

Brown's River Marotti Co.
Company Name — Your Name (printed)

One Allen Martin Drive P.O. Box 8501 Essex, VT 05451
Address — City, State & Zip

(802) 878-3335 or (800) 639-3027 — (802) 878-0932
Phone Number — Fax Number

[signature] — President / CEO
Signature — Title

10/27/11
Date

If you have any questions regarding this addendum, please call me at 760-878-0224.

Sincerely,

Kammi Foote,
Inyo County Clerk-Recorder

ORIGINS AND HISTORY OF THE FIRM

Brown's River Marotti's strength is not in the size of its staff or facility, but in its dedication and commitment to ensure the physical protection of America's public records. While the academic and professional community was limited to preserving documents related to national significance, it was the grassroots efforts of conservation facilities like BRM that rallied for local records. However, over the years, our persistence and standard of workmanship has allowed BRM to not only continue promoting and contributing to the preservation of local records, but to those of national significance too. The preservation of public records, including books and manuscripts, various documents, and maps, is our *specialty*.

All work performed at BRM is held to the highest possible standard of workmanship. Since our founding in 1962, BRM has sought to incorporate accepted standards and practices for preservation of documents into our treatment regimens. BRM is an institutional member of the American Institute for Conservation of Historic and Artistic Works (AIC), and a member of the AIC Book and Paper Group. Staff also maintain individual memberships.

Today, BRM continues its legacy and entered the 21st Century as a third generation company. Following in the paths of the American founders, the Marotti family obtained their knowledge and expertise through extensive training and apprenticeship. For over five years, BRM gleaned under the expert tutelage of Leopold Saint-Paul (Former Director, Université de Liege, Belgium, Conservation Laboratory). Saint-Paul's expertise includes the restoration of documents and rare manuscripts dating back to the Ninth Century. Joseph J. Marotti Jr. has also attended training seminars, given lectures, and is considered by peers as an expert in the field of paper restoration and preservation.

BRM provides preservation services from coast to coast with locations in Essex, Vermont; Carson City, Nevada; and Dallas, Texas. BRM is the only conservation laboratory with advanced paper suction tables, stainless steel fume hoods for safe chemical treatments, and fire-resistant record storage vaults for the protection of public documents. There is even a full-time art conservator on staff. In the BRM Art Department, technicians possess the ability to treat any type of paper document. In addition to conserving works of art on paper and other paper-related ephemera, BRM specializes in Vault Planning and Custom Storage Solutions. BRM is the only proven source for a range of preservation options, from document imaging and microfilming to custom-built storage equipment.

Due to our commitment and highly trained/experienced staff, BRM is equipped to handle multifaceted and time relevant projects. Our highly trained staff will execute this project efficiently and to the highest professional standards.

DESCRIPTION OF RESOURCES

In June 2011, Brown's River Marotti Co. (BRM) and Louisiana Binding Services, Inc. (LBS) merged their operations. They will work together as one team, continuing to provide superior preservation products and services to county and local governments. Each company has a long and proven track record for providing quality preservation products and services for historical documents and records in county and local governments across the United States. Both companies also serve archivists and custodians of records with their historical document preservation issues. They are considered the leaders in this industry. Together, these two companies have nearly 75 years of combined industry experience. The companies were combined in order to more effectively support community efforts to appropriately preserve and make public records, our national treasures, available for future generations.

Document preservation is vitally important in protecting government and private records with enduring value. LBS and BRM share a common mission and are dedicated to continuing their efforts toward preserving the integrity of our nation's historical records.

BRM believes that "in joining forces, the two companies, individually and collectively, are committed to providing the best preservation service in the United States to their current and future customers. As part of our common mission, we remain committed to providing the highest level of customer service possible to our current and future customers."

BRM'S APPROACH TO MANAGEMENT OF THIS PROJECT

Brown's River Marotti Co. is fully committed to providing the County with a successful records restoration project. This means not only that records are restored to functional, usable condition, but also that during the treatment process the needs of the County Recorder's Office are kept at the forefront of planning and implementation.

Some of these needs are:

- minimizing inconvenience to staff
- access to records while they are in our possession
- precise labeling of books and documents using permanent hot stamping instead of written or typed labels to prevent failure of identifying information, as well as to insure long term easy access.

We will consistently work to keep the lines of communication open, both before starting and during restoration to make certain that we are aware of the County's requirements. While it can be challenging to adapt procedures to suit a customer's needs, it is often the key to completing a project with which both our customers and ourselves are very pleased.

We offer our complete resources to the County of Inyo in pursuit of this outcome.

IN-HOUSE STAFF CAPABILITIES

BRM staffs approximately 60 people. Many of these individuals hold 10—30 years experience. Our staff is trained in paper conservation methods developed specifically for books and documents used by county, municipal, court, and other government offices.

The project manager is responsible for overall project supervision. Each project is assigned a job number. All instructions and related recordkeeping reference the this number. Assigned office staff document each individual item and enter job numbers into our tracking database. The project manager provides instructions to the staff for each item. All project phases are dependent on contract guidelines and authorized requests from the County of Inyo.

Quality of preservation activities, service and performance are continuously monitored. Throughout the entire process, the project manager, production manager, and floor managers coordinate and monitor progress by direct observation, supervision, and continuous review of the documentation. Periodic meetings of the staff and management also provide a forum for information exchange. This also allows for problem solving to assure that projects are completed to the highest standards possible. BRM's goal is to extend the useful life of materials and data for centuries. We accomplish this goal by careful and meticulous preservation.

Persons assigned to the project are as follow:

Michael Marotti, *Conservator and Facility Manager*
Performs all phases of preservation and oversees all training, production and conservation practices.

Joe Arbios, *Project Manager*

Ruth Zamarripa, *Imaging*

Donna Potualski, *Preservation/Assistant Manager*
Performs all phases of preservation and training of technicians.

Tina Gilbreath, *Preservation/Assistant Lab Supervisor*
Performs all phases of preservation and training of technicians.

Jean Siegchrist & Hilary Howard, *Treatment Documentation and Records Requests*

Kathy Merchant, *Administrative Supervisor*

Dave Goodrich, *Shipping Manager*
Evaluation and logging in work, disbinding, deacidfication, tape removal, mending, backing, sewing and encapsulation. Shipping and receiving.

Liz Weiss, *Accounts Receivable and Payable*

MICHAEL MAROTTI

Conservator and Facility Manager

Description of Experience

With 25 years of experience in the field of Book and Paper preservation, Mr. Marotti can answer any question about any step of a preservation project. He has served as Chief Conservator, Laboratory Manager, Personnel Director, and Training Supervisor. He has conducted onsite evaluations of public records, documents, and maps throughout the West Coast. Based on this experience, Mr. Marotti is the now the Manager of the BRM West Coast Regional Facility. He has worked on thousands of municipal records and documents from across the United States. He has personally restored books and manuscripts for museums, historical societies, and rare book collectors. Mr. Marotti is a member of the American Institute of Conservation.

Professional History

2010—Present	*Conservator and Facility Manager* Northeast Regional Facility, Essex, Vermont Brown's River Marotti Co.
1988—2009	Joseph J. Marotti Co., Inc.

Education

1988—1991	"Book and Manuscript Restoration" Apprenticeship with Leopold Saint-Paul, the former Director of the Conservation Laboratory at the Université de Liege, Belgium.

Relevant Experience

2001—Present	*Vendor/Attendee,* County Clerks Association Conferences Contributed to education with the preservation of municipal records.

EQUIPMENT LIST

Boards Shears
(1) Krause, (1) Jacques

Bone Folders
Cow Bone

Bookbinding Knives
Gusstahl Solingen

Bookbinding Shears
Fiskars

Bookkeeper Mixer Tank
Steel Fab; 2AM-NCW-82

Brushes
General

Clam Knives
Dexter

Conservation Suction Table
Museum Services Corp.

Copying Press
(5) Cast Iron

Deacidification Booth
Preservation Technologies
Stainless Steel

Document Scanner
Fujitsu; fi-6670

Floor Press
(1) Sanborn, (1) W.O. Hickok

Fume Hood
Twin City #182 Blower

Glueing Machine
Pot Devin; 12"

Gold Tooling Wheels
(30)Antique

Guillotine
Challenge; 19196

Hand Trimmers
(10)Dahle 508 Cut Cat

Heat Welder
Young Radiowelder 6265

Hot Stamper
(2) Kwikprint, (1) Kensol

Job Backers
(3) Cast Iron

Dry Mount Press
(3) Seal 500T-X

Paper Drill
(1) Multi-head Challenge MS10-A
(2) Single-head Challenge JO

Planetary Camera
Kodak MRD2

Scalpels
Arista Feather 23

Stainless Steel Double Soaking Sink
Crane Cat9322

Tacking Irons
Sealector II

CONTRACT MANAGEMENT PLAN AND TIMETABLE

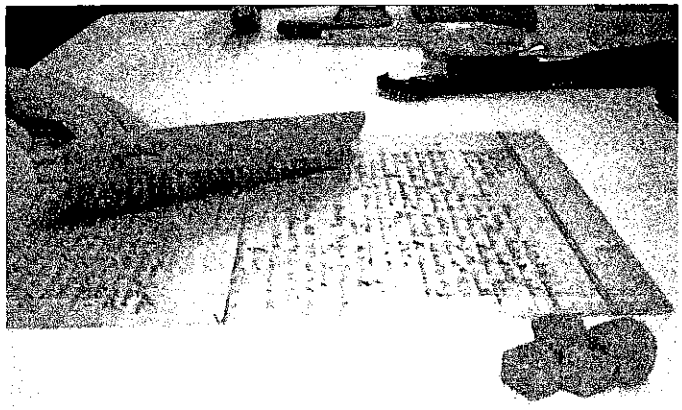
Week	Project Phase
1	Books/Documents are picked up from the County Recorder's Office and delivered to BRM facility in Carson City, NV.
2	Information log generated. Book titles are verified, books identified with job numbers, and stamping sheet is produced. Stamping sheet is faxed to the County for verification. Each book/document is individually assessed for appropriate treatment. Job instructions are written and distributed. Custom materials such as record binders are ordered upon approval of stamping sheet.
3—4	Conservation work proceeds including: - Logging continues - Dismantling - Surface cleaning - Removal of adhesive, pressure sensitive tape and other old repairs - Washing as appropriate - Mending - Deacidification - Re-assembling (as needed) - Page order check against log - Sewing (if required) - Archival Grade Polyester (AGP) encapsulation - Imaging/Microfilming (after restoration)
5—7	If rehousing in new recorder binders is accepted, the designated books are finished including: - Rounding - Backing - Cutting of boards and leather - Casing-in and pressing - Assembling of covers - Goldstamping and tooling - Lining
8—11	Custom materials arrive. AGP encapsulated books are drilled and finished. Collection undergoes final quality check. Treatment reports are finalized and returned with the collection.
12	The collection is wrapped, boxed and delivered to the County Recorder's office.

SCOPE OF SERVICES

Our services and products are developed to assist records managers and archivists with superior solutions to common conservation issues. BRM revolutionized the preservation field with effective and efficient archival quality products manufactured in-house and by hand. Each item is unique and deserves special attention. Most documents and media we repair are damaged by water, mold, and fire. The records are too deteriorated and fragile for handling or public use.

By removing threads, this technician carefully reverses the binding, releasing individual sheets.

Alterations, changes or insertions of any new material is strictly forbidden. ***It is the policy of BRM to make no changes whatsoever in the content of any written record.*** **All materials and workmanship shall be guaranteed and shall be to the satisfaction of the County.** All activities are either completed by a conservator, or his/her close guidance and observation.



A soft brush aids in the surface cleaning process.

1. DISMANTLE BINDINGS completely, following accepted archival restoration guidelines. All volumes are to be dismantled as necessary; boxed documents are to be control numbered as necessary.

   Extreme care must be taken not to cut the spine and folds of the section off the backs of the documents; therefore, cutting or chopping is not acceptable. The text block must be well cleaned and carefully disassembled. The following are removed at this stage:

   - Original binding materials and adhesive residues.
   - Staples, paper clips, brads, etc.
   - Pressure sensitive tape and old glue.
   - Sheets that are blank on both sides.
   - For books to be Archival Grade Polyester encapsulated, manually separate folios into single sheets.

2. Maintain an INFORMATION LOG for each volume noting the following:

- Condition of document upon receipt
- # pages and proper pagination, blank pages
- Presence of pressure sensitive material
- Presence of previous repairs
- Presence of staples, paper clips, brads, etc.
- Presence of acidic glues
- Identity of certificates/records (manuscript, photostat, originally typed, etc.)
- Notation of original lettering on spine and covers
- Loose pages or attachments
- Special characteristics
- Any other information pertinent to the identification of the volume

This is the standard log used for all books and documents treated at Brown's River Marotti Co. On it are recorded original condition, pagination, pressure sensitive repairs and other previous repairs, presence of staples, paper clips, etc, acidic glues, identity of certificates, original lettering on spine, loose pages or attachments and any other special characteristics and pertinent information. This log follows the book through the treatment process and is used in the final quality check. It is held as a permanent record of treatment.

3. SURFACE DRY CLEAN all paper as necessary and prudent by accepted archival methods.

4. MEND/REINFORCE

- Mend and guard paper tears. Mending tissue to be lightweight, closely matched in color and flexibility, eliminating formation of a breaking point in the sheet (Gampi or proven equal for tear repairs, Koso, Sekishu or proven equal for guarding). Adhesive for all tear repairs and guarding of folios to be ethyl cellulose paste or proven equal.

- Sufficient press time to be allowed after mending to insure paper will not cockle and that text block lies flat with no external pressure.

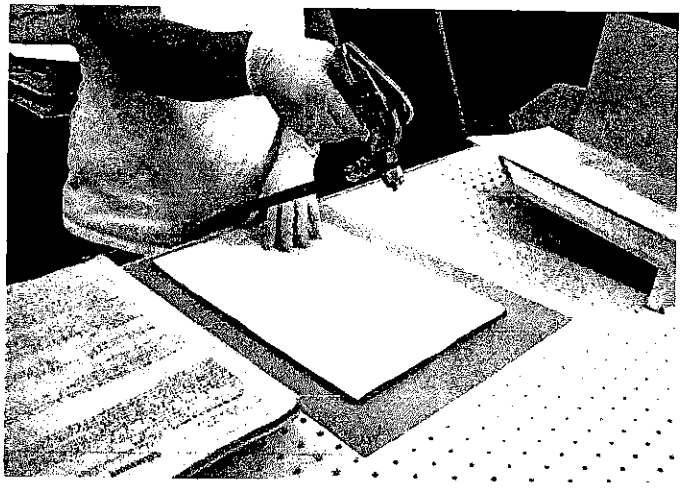
- Reinforce weak or tattered sheets to maintain mechanical integrity of document.

- Repair or replace index tabs as necessary.

5. TRIM/FLATTEN

Any sheets needing trimming must be neatly hand-trimmed to consistent size for uniformity and appearance. Flatten sheets as necessary.

DEACIDIFICATION AND BUFFERING of all volumes and documents are to be deacidified with *Bookkeeper®* commercially prepared solution. *Deacidification is* performed within a custom-built spray exhaust booth.



Bookkeeper® spray is far more benign in its effects on the environment and worker safety than other deacidification products that have been available.

Bookkeeper® Deacidification Spray is a non-aqueous method of deacidification recommended by the Library of Congress. Deacidification is only performed after careful pH and compatibility testing. Photostats are not deacidified.

The minimal acceptable application of this material is to one side of the sheet of paper. In all cases, it is the practice of Brown's River Marotti Co. to spray both sides of the sheet to ensure complete buffering of the paper.

After deacidification, documents are randomly tested to ensure an 8.5 pH with a deviation of no more than ± .5.

6. RE-SEW/REBIND

Encapsulated Records:

- Encapsulate sheets where necessary utilizing 3 mil Archival Grade polyester envelopes.
- Envelopes to be of uniform size with heat seal weld on edges (not ultrasonic weld).
- Envelopes to be placed in Public Record binders: Tenacity TMC or equivalent to match previous work, hard back covered type with piano hinge.
- Loose leaf volumes to be in binders as follows:
- Cover material of customer's choice
- Metals of .035 gauge polished nickel plated cold-rolled steel
- Upright rough post diameter as necessary - 5/16 or as original
- Binders to be lettered on spine with gold foil and according to stamping information supplied by vendor and approved by County Recorder.

Rebound Records

- Binding style can be "case construction" with reinforcement in the end papers, cover to text attachment and cover construction. Any re-sewing should follow existing sewing stations and include sewn-in end papers.

- Sewing to be done by hand or Smythe-sewn, with sewing thread thickness evaluated and selected for each volume. Sewing thread to be chosen from unbleached linen stock or proven equal. Tapes to be linen or cotton.

- Backing material to be linen of 50-75 threads/square inch weight.

- End sheets to be chosen from a stock of strong, durable alkaline machine-made paper such as 80 lb. text Mohawk Super Fine ivory or 100 lb. text weight Mohawk Super Fine Soft White or proven equal.

- Hinge to be of Library Buckram or proven equal and must open with no strain on text block.

- Boards to be of acid-free binders board of the best quality available and must be of sufficient thickness to preclude sagging or warping due to moisture or use.

- Cover material to be leather, Imitation leather, buckram or canvas.

- Tooling to be performed with 23-karat gold foil.

7. BOOKSTAMP TITLES to be reviewed and approved in advance by County Recorder's Office. It will generally follow the same format/style of originals. If any titling, dates or other information from an original volume is found or noted to be in error, the Town Clerk will be notified to determine if correction would be appropriate. Any changes would be approved by the County Recorder.

8. TREATMENT REPORT, referenced to information log, to be provided for each completed volume.

9. SHIPPING Materials and instructions for safe packaging and shipping of all volumes to be provided by Brown's River Marotti Co. All costs incurred from shipping of volumes TO BRMCO for services, as well as shipping FROM BRMCO to the County of Inyo is included in the bid price.

10. TRACKING SYSTEM IN FACILITY Shipments will be by FedEx. Brown's River Marotti Co. will track shipments on line using FedEx Ship Manager program which provides instant "Real-Time" tracking capabilities.

11. TIMETABLE All restoration will be completed within a period of approximately 12-14 weeks, beginning on the date of receipt of each item.

12. All procedures to be performed by the vendor in accordance with generally accepted standards of conservation and restoration practice. Alterations, changes or insertions of any new material in any record is strictly forbidden.

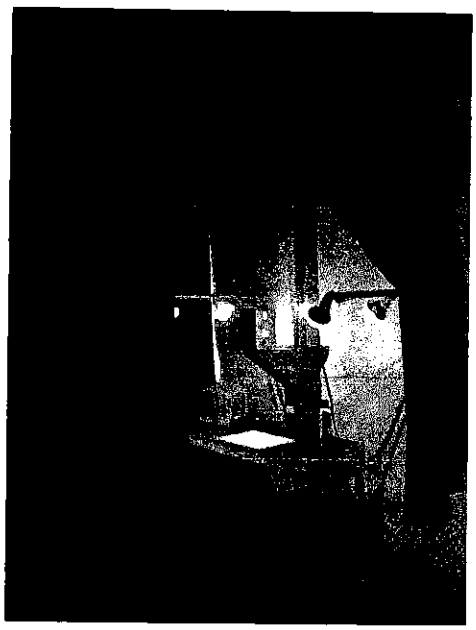
    It is the policy of Brown's River Marotti Co. to make no changes whatsoever in content of any written record.

13. REFERENCES *Brown's River Marotti Co. has long experience and ability in the restoration of all types of Public Records including maps, plats books, loose documents. The clients listed as our references have provided us with many opportunities to work on a wide variety of materials. We urge you to ask them about their experiences with us.* A partial list of our references of similar past projects begin on page 22 of this proposal.

14. SITE-VISIT was performed by Project Manager, Joe Arbios, in order to determine an accurate proposal.

MICROFILMING

For this project, documents are microfilmed before and after restoration for archiving. Printed targets for the start and end of each book will be provided. They are photographed in portrait mode, simplex using a Kodak 35mm planetary camera.



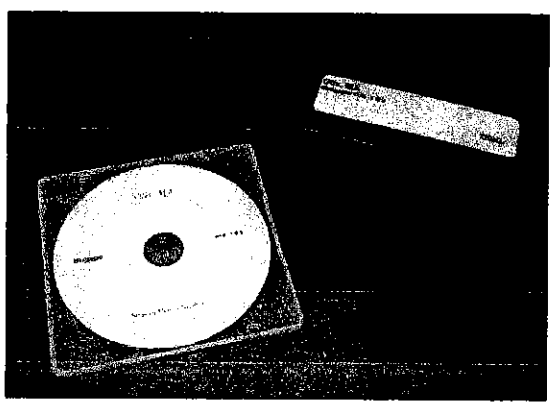
Kodak 35mm planetary camera

Densities in the range of 0.9 to 1.1 are possible. Film density standards used to be 0.90 to 1.20 as measured in accordance with industry standards.

Camera resolution is checked on each roll. The goal is a minimum of 108 lpmm which meets ANSI/NJ DARM specifications.

Processing uses full wet developing technique for most stable results. After processing, film is tested to guarantee acceptable archival levels of residual thiosulfate.

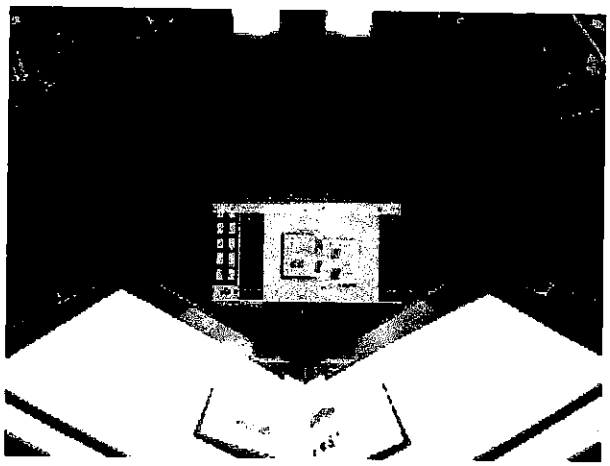
Inspection includes checking of resolution tests at the beginning of a roll and spot check of individual images for readability and density throughout the roll. A slow scan of all images is performed to locate any abnormalities.



Volumes will not be split between two rolls. A new roll will be started if the next volume in sequence will not fit.

Microfilm boxes will be acid free and labeled on top side with the same information that appears on the book stamping. CDs will also be labeled in same manner.

DIGITAL IMAGING



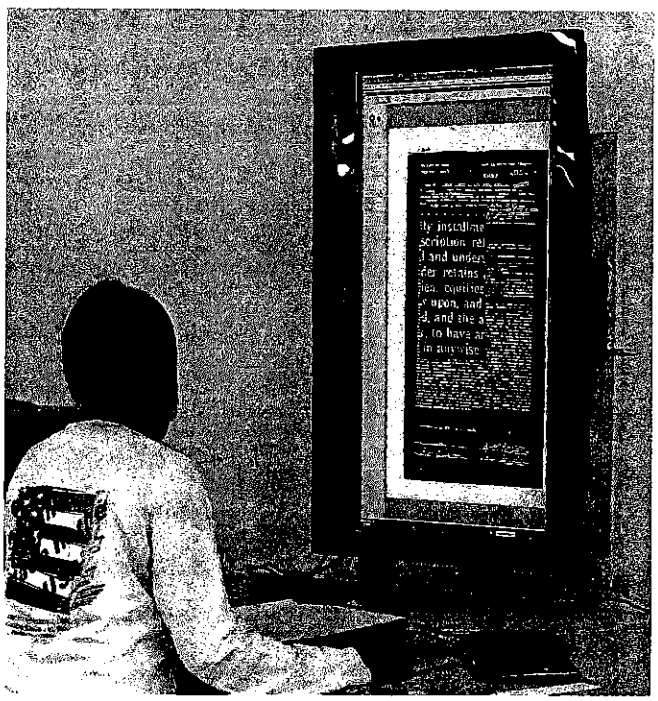
Digital imaging would be completed after restoration using a variety of Fujitsu and Atiz Scanners. Images shall be no less than 300 dpi and will be saved in Group 4 TIFF format as required to integrate with Atpac/Criis™ software.

Following scanning, image post processing brings ease of use. These steps include:

- Crop off excess blank space around image.
- Inverting negative portions of mixed images so that images become consistent in polarity.

Cropping and inverting makes review and printing easier and less expensive. Cropped, positive images use less toner and are easier to read.

One original set of master CDs and one set of copies will be supplied in cases labeled in the same format as the books and microfilm boxes.



Imaged sheets are each checked by our Quality Control (QC) personnel before delivery.

E) BID SHEET

Proposers are to use the following Bid Sheets. Should more space be needed, Proposers are encourages to attached supporting information to each Bid Sheet.

Estimated Total Cost for Restoration of Historic Record Books Project: $ 36,000.00

Task	Unit Price	Other Cost (Specify)	Total Dollars
Materials to restore 10 hardbound books per scope of work	$1,850.00		$ 1,850.00
Hourly rate for each process Restoration: Microfilming: Scanning:	$75.00 $60.00 $60.00		$28,500.00 $ 3,500.00 $ 2,150.00
Master/additional CD Copies	Included		
Travel costs	Included		
Shipping/Mailing Cost	Included		
Other (Specify)			
Other (Specify)			
Other (Specify)			

METHODS OF PICK UP AND DELIVERY

-Air Freight
-Fine Arts Shipping Services
-UPS
-Fed Ex
-Personal Pick up & Delivery

Shipping at the start of the week (Monday or Tuesday) is always preferred. This decreases the amount of time the item sits in a warehouse over a weekend or holiday in less-than-ideal environmental conditions.

Personal Delivery

Personal delivery is always preferred. Regardless who is driving/flying, there is always an element of risk involved in any form of transportation. Our trained staff is available to discuss any and all shipping options.

Packing Kits

Upon request, a "Packing Kit" is shipped to the client. The "kit" contains all the necessary packing materials and step-by-step instructions. A toll-free number is also included should there be any packing/shipping questions before, during or after the items are picked up.

Packing Procedure ("Package within a Package")

The client is instructed to wrap each book, place label on wrapped book, pack books into box and surround by foam peanuts, seal box on all four sides.

Once books are packed, the client will call our toll-free number and the shipper will arrange a pick-up. The courier will arrives the next day with pre-printed label(s) to pick up box or boxes. Shipping progress of the books is monitored through our shipping software. Transit time is usually 1 to 3 days.

Return of Finished Work

Similar procedures are followed returning finished items. Total weight per box is limited, books are wrapped in brown kraft paper and items are appropriately packaged and cushioned with foam peanuts.

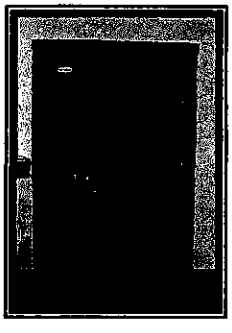
LOCATION

Services will be performed at the following BRM facility:

Brown's River Marotti, Co.
2211 Mouton Drive, Suite A
Carson City, NV 89706
Phone: (916) 715-6430 or (800) 639-3027

BRM's national headquarters is located at 6300 Cedar Springs Road in Dallas, Texas. Our west coast regional laboratory is located in Carson City, Nevada and our east coast laboratory is located in Essex, VT.

BRM maintains the highest level of security and protection for documents available at a commercial preservation facility. Our recently constructed national laboratory is entirely contained within a fire resistive brick and concrete building which contains only structural steel support members, fire-rated walls, ceiling and flooring. Three vault areas have been created, protected by secure and fire resistant vault doors. State of the art security systems protect the vault areas as well as the entire building. Within the vault area are specialized storage devices for housing various types of records, including map storage racks, plain adjustable shelving and roller shelving for deed and index volumes.



Class 350, UL 4-Hour Rated Vault Door

Vault Interior

Our east and west coast facilities have likewise been constructed with fire protection and security in mind. Both of these facilities incorporate fire resistive construction features and state of the art Motion Detector Security Systems to protect our clients' valuable records.

SECURITY

In addition to the previously mentioned Motion Detector Security Systems, BRM follows rigorous end of business day closing and lock-down inspection protocol. This involves a 100 point procedure incorporating a walkthrough of the building. A checklist is used to determine that all security measures are in place, especially those involving fire and theft protection.

Upon arrival at our facility, records undergo a stringent logging-in procedure to identify, characterize and register each book/document. The resulting log sheet accompanies the book throughout all conservation procedures and final quality control check, becoming a permanent record of the treatment process.

Our daily protocol requires that records removed from the vault areas for preservation work are under the care, custody, and control of a preservation associate at all times. When records are not being worked on, they are immediately returned to the vault area for safe keeping. This includes nights, weekends, holidays, etc. No matter what stage of treatment or format a given record is in at the end of a workday, that record is returned to the vault area. Likewise, if pressing or other mechanical process is required beyond normal working hours, such process is continued in the secure, vault area.

All of our facilities are located above flood plains, and are sited in areas that are unlikely to suffer hurricane, tornado, or other natural disaster.

There are 24-hour temperature controls throughout the building. Also, collections are never subject to ultraviolet (UV) light and kept portions of the facility in which there are no windows or skylights. BRM does not have any issues with pest control. The building is regularly maintained. There is no food or drinks allowed in the conservation areas.

Brown's River Marotti Co. maintains Valuable Papers Insurance coverage of $1,000,000.00 and Professional Liability Insurance (errors and omissions) of $10,000,000.00 for records in our possession.

ACCESSIBILITY OF RECORDS DURING TREATMENT

At BRM, record are still accessible for records request. **Records are kept confidential while in BRM possession.**

Following the request of an authorized County official, information is e-mailed or faxed. Information can be accessed during regular working hours, 8:00am to 4:30 pm PST Monday through Friday or by leaving a request on our 24 hour message service. Requests placed during working hours will be filled, as possible, the same day or, if placed after hours, the following business day.

REFERENCES—Current & Past Similar Projects

Amador County, CA
Sheldon D. Johnson, Clerk-Recorder
500 Argonaut Lane
Jackson, CA 95642
(209) 223-6468 Phone

255 County Record Books restored to date. 16mm Microfilm created and scanned to cd as Multi-page Tiff images with County specified naming convention. 1997 to Present.

Butte County, CA
Candace J. Grubbs, County Clerk-Recorder-RoV
25 County Center Drive
Oroville, CA 95965
(530) 538-7961 Phone

245 Deeds, Naturalization Records, General Indexes, Vital Records and 528 Maps restored to date. Plat Cabinet. Microfilming. 1994 to Present.

Fresno County, CA
Gilbert Carter, JR. Assessor-Recorder
2281 Tulare Street, Room 302
Fresno, CA 93721
(559) 488-1717 Phone

14 volumes, 23,277 maps restored to date. Types of records include Patents, Deeds, Official Records, Marks and Brands and Mining Records. Books dismantled, paper mended and deacidified. Books finished as polyester encapsulations, sewn books and loose-leaf books. Maps removed from backing, deacidified as possible, mounted on Japanese tissue, polyester encapsulated and re-housed in 13 New Plat Cabinet Systems provided by BRM. Cross index to original book and page provided. Microfilming and Digital Imaging. 2008 to Present.

Humboldt County, CA
Carolyn Wilson Crnich, Recorder-County Clerk
825 Fifth Street, Fifth Floor
Eureka, CA 95501
(707) 445-7481 Phone

580 volumes restored to date. Types of records include General Indexes, Patents, Deeds and Official Records. Books dismantled, paper mended and deacidified. Books finished as polyester encapsulations, sewn books and loose-leaf books. Digital Imaging. 1995 to Present.

Kern County, CA
James Fitch, Assessor-Recorder
1115 Truxtun Avenue
Bakersfield, CA 93301
(661) 868-3485 Phone

255 Patents, Miscellaneous Records, Vital Records and 1970 Maps restored to date. 1992 to Present.

Los Angeles County, CA
Portia Sanders, Public Records Division Mgr.
12400 Imperial Hwy., Room 5001A
Norwalk, CA 90650
(562) 462-2081 Phone

1975 volumes restored to date. Types of records include Birth, Death Indexes, Property Record and Grantee/Grantor Indexes. Books dismantled, extensive pressure sensitive tape removed, paper mended and deacidified. Books finished as polyester encapsulations with new index dividers. 2004 to Present.

REFERENCES—Current & Past Similar Projects

Sacramento County, CA
Craig Kramer, County Clerk/Recorder
600 8th Street
Sacramento, CA 95814
(916) 874-6334 Phone

21 volumes restored to date. Types of records include Patents, Deeds, Vitals, Index Records, Charter & Certification of County 1933. Books dismantled, paper mended and deacidified. Books finished as polyester encapsulations, sewn books and loose-leaf books. *Current project consists of 38,682 maps. Maps removed from backing, deacidified as possible, mounted on Japanese tissue, polyester encapsulated and re-housed in Map Storage System provided by BRM. Cross index to original book and page provided.* 1991 to Present.

Shasta County, CA
Lori Minneker, Recording Mgr.
Courthouse Room 208, 1450 Court Street Redding, CA 96001-1670
(530) 225-5671 Phone

180 volumes, 6985 maps restored to date. Types of records include Patents and Deeds. Books dismantled, paper mended and deacidified. Books finished as polyester encapsulations, sewn books and loose-leaf books. Maps removed from Land Survey books, removed from backing, deacidified as possible, mounted on Japanese tissue, polyester encapsulated and re-housed in plat cabinet system. Cross index to original book and page provided. Microfilming. 1995 to Present.

Stanislaus County, CA
Lee Lundrigan, Clerk-Recorder-RoV
1021 I Street, Suite 101
Modesto, CA 95354
(209) 525-5250 Phone

1618 Deed Books, Grantee/Grantor Indexes, Mining Records, Vital Records and Miscellaneous Records restored to date. Microfilming. 1993 to Present.

Ventura County, CA
David Valenzuela, Clerk-Recorder
800 South Victoria Avenue
Ventura, CA 93009
(805) 654-2292 Phone

394 Deeds, Vital Records and 600 Maps restored to date. Microfilming. 1994 to Present.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Brown's River Marotti Co.
FOR THE PROVISION OF Restoration of Historic Record Books **SERVICES**

TERM:

FROM: _____ **TO:** _____

SCHEDULE OF FEES:

Please see the attached Bid Sheet entitled E) Bid Sheet which details the schedule of fees.

E) BID SHEET

Proposers are to use the following Bid Sheets. Should more space be needed, Proposers are encourages to attached supporting information to each Bid Sheet.

Estimated Total Cost for Restoration of Historic Record Books Project: $ 36,000.00

Task	Unit Price	Other Cost (Specify)	Total Dollars
Materials to restore 10 hardbound books per scope of work	$1,850.00		$ 1,850.00
Hourly rate for each process	$75.00		$28,500.00
Restoration:	$60.00		$ 3,500.00
Microfilming:			
Scanning:	$60.00		$ 2,150.00
Master/additional CD Copies	Included		
Travel costs	Included		
Shipping/Mailing Cost	Included		
Other (Specify)			
Other (Specify)			
Other (Specify)			

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Brown's River Marotti Co.
FOR THE PROVISION OF Restoration of Historic Record Books **SERVICES**

TERM:

FROM: _____ **TO:** _____

Form W-9

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

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Brown's River Marotti Co.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
One Allen Martin Dr.

Requester's name and address (optional)

City, state, and ZIP code
Essex Jct VT 05452

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
: :

or

Employer identification number
26 : 4034328

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Elizabeth Ward Date ▶ 12/12/11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

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

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Brown's River Marotti Co.
FOR THE PROVISION OF Restoration of Historic Record Books **SERVICES**

TERM:

FROM: _____ **TO:** _____

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

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 Dat***e prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

Client#: 109219 KOFILINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/12/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Southwest Dallas /CL 1445 Ross Avenue, Suite 4200 Dallas, TX 75202 214 443-3100	PHONE (A/C, No, Ext): 214 443-3100	FAX (A/C, No): 2144433900
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
KOFILE, Inc. dba Business Resources Corporation 6300 Cedar Springs Dallas, TX 75235	INSURER A : Great Northern Insurance Compan	20303
	INSURER B : Federal Insurance Company	20281
	INSURER C : Chubb Indemnity Insurance Compa	12777
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			35882774	07/09/2011	07/09/2012	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			73553314	07/09/2011	07/09/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[X] HIRED AUTOS							$
	[X] NON-OWNED AUTOS							$
B	[X] UMBRELLA LIAB [X] OCCUR			79853927	07/09/2011	07/09/2012	EACH OCCURRENCE	$15,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$15,000,000
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			71734269	07/09/2011	07/09/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	E&O Coverage			35882774	07/09/2011	07/09/2012	$10,000,000	
A	Valuable Papers			35882774	07/09/2011	07/09/2012	$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Named insured is completed to include:

KOFILE, Inc. dba Business Resources Corporation

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Inyo County Clerk/ Recorder & Registrar of Voters PO Drawer F Independence, CA 93526	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE J. W. Wagner

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DESCRIPTIONS (Continued from Page 1)

Enduro Binders, Inc
Tenacity Manufacturing Company
6489 Enduro Drive, LLC
Brown's River Marotti Co
Cedar Springs Investments, LLC
Nashoba, Inc.
Verticus, Inc.
Safeguard Solutions, Inc.
BRC Conversion Services Corporation
Eastman Park Micrographics, Inc.
KOFILE Solutions Inc. (dba Safeguard Solutions Inc.)
KOFILE Conversion Services Inc. (dba BRC Conversion Services Corp)
KOFILE Preservation Inc. (dba Browns River Marotti Co.)
KOFILE Preservation Inc. (dba Louisiana Binding Service)

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
6

X Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Health & Human Services-Public Health

FOR THE BOARD MEETING OF: February 7, 2012

SUBJECT: Amendment Number 1 of the Standard Agreement and Memorandums of Understanding (MOUs) between the County of Inyo and California Department of Public Health for HIV/AIDS surveillance and HIV care and support services to individuals living with HIV/AIDS or at risk of HIV infection.

DEPARTMENTAL RECOMMENDATION:

Request Board approve the Amendment Number 1 to Standard Agreement Amendment, Agreement Number 10-95261 and MOUs, between the County of Inyo and Department of Public Health for the provision of HIV/AIDS surveillance and HIV care and support services to individuals living with HIV/AIDS or at risk of HIV infection increasing the grant by $21,772 (an increase of $11,273 for FY 11/12 and $11,273 in FY 12/13 in the CARES program and a decrease of $387 for FY 11/12 and a decrease of $387 in FY 12/13 in our Surveillance Grant) for a total not to exceed $208,480 from the period of July 1, 2010 through June 30, 2013, contingent upon Board's approval of future budgets and authorize the Chairperson to sign the Standard Agreement Amendment.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This program is designed to assure the availability of comprehensive social and medical services and to assist in the development of a support network for the HIV positive population in Inyo County. Specific responsibilities of Inyo County Health and Human Services staff include functioning as the Fiscal Agent, provider of case management services, outreach to potential clients, and collaboration with other agencies in development of client services. The plan is to increase funding available for direct services. In regards to the decrease in the Surveillance Grant there is only one person doing this function each year and the $387 can additionally be covered through the increases in the CARES grant.

ALTERNATIVES:

Non-acceptance of this funding would mean that Inyo County would not be able to provide services to this population.

OTHER AGENCY INVOLVEMENT:

Bi-annual meetings are often attended by members of local agencies including: Hospice of Owens Valley, Northern Inyo Hospital, Toiyabe Indian Health Clinics, Methodist Church, as well as clients, families, and other members of the community.

FINANCING:

Total amount of this grant is $208,480.00: $191,644 for the CARES grant ($56,366 for 7/10-6/11, $67,639 for 7/11-6/12, and $67,639 for 7/12-6/13) which will be brought in as revenue to the CARES budget (641211); and $16,836 for the Surveillance program ($5,870 for 7/10-6/11, $5,483 for 7/11-6/12, and $5,483 for 7/12-6/13) which will be brought in as revenue to the Health budget (045100). This funding is Federal dollars that are passed to the County through the State.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 1/18/2012
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: Date 1/25/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: ✓ Date 1/31/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Joan Turner Date: 1-31-12

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD 213A_CDPH (9/09)

☒ Check here if additional pages are added: 1 Page(s)

Agreement Number	Amendment Number
10-95261	A01
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:
   State Agency's Name (Also known as CDPH or the State)
   California Department of Public Health
   Contractor's Name (Also referred to as Contractor)
   County of Inyo
2. The term of this Agreement is: July 1, 2010 through June 30, 2013
3. The maximum amount of this Agreement after this amendment is: $ 208,480 Two Hundred Eight Thousand, Four Hundred Eighty Dollars.
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

   I. **Amendment effective date:** July 1, 2011

   II. **Purpose of amendment:** This amendment increases the funding level for years 2 and 3 of the contract term due to the revised state allocation formula.

   III. Certain changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through text (i.e., Strike).

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*
County of Inyo

By *(Authorized Signature)* ✍ | Date Signed *(Do not type)*

Printed Name and Title of Person Signing

Address
C/O Tamara A. Cohn, Inyo County Health & Human Services
207A West South Street, Bishop, CA 93514

STATE OF CALIFORNIA

Agency Name
California Department of Public Health

By *(Authorized Signature)* ✍ | Date Signed *(Do not type)*

Printed Name and Title of Person Signing
Sandra Winters, Chief, Contracts and Purchasing Services Section

Address
1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377,
Sacramento, CA 95899-7377

CALIFORNIA
Department of General Services
Use Only

☒ Exempt per:
Budget Act of 2011, Chapter 33

IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by $21,772 and is amended to read: ~~$186,708 (One Hundred Eighty Six Thousand, Seven Hundred Eight Dollars.)~~ **$208,480 (Two Hundred Eight Thousand, Four Hundred Eighty Dollars.)**

V. Provision 4 (Amounts Payable) of Exhibit B – Budget Detail and Payment Provisions is amended to read as follows:

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

1) $62,236 for the budget period of 07/01/10 through 06/30/11.
2) ~~$62,236~~ **73,122** for the budget period of 07/01/11 through 06/30/12.
3) ~~$62,236~~ **73,122** for the budget period of 07/01/12 through 06/30/13.

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

VI. All other terms and conditions shall remain the same.

Memorandum of Understanding (MOU)
Amendment 1
HIV Care Program

In that certain agreement made and entered into July 1, 2010 between the California Department of Public Health/Office of AIDS and the County of Inyo.

1. Provision 2 (MAXIMUM AMOUNT PAYABLE) is amendment to read as follows:

   The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

   A. $56,366 for the budget period of July 1, 2010 to June 30, 2011.
   B. ~~$56,366~~ **67,639** for the budget period of July 1, 2011 to June 30, 2012.
   C. ~~$56,366~~ **67,639** for the budget period of July 1, 2012 to June 30, 2013.
   D. ~~$169,098~~ **191,644** for the entire MOU term.

2. Provision 3 (MOU EXHIBITS) is amended to add **Exhibit A-4, entitled "Scope of Work" Year 2 consisting of 12 pages; Exhibit A-5, entitled "Scope of Work" Year 3 consisting of 12 pages**. All further references to Exhibits A, A-1, and A-2, in the body of this agreement or any attachments thereto shall be deemed to read Exhibit A-3, entitled "Scope of Work" Year 1; Exhibit A-4, entitled "Scope of Work" Year 2; and Exhibit A-5, entitled "Scope of Work" Year 3.

   Provision 3 (MOU EXHIBITS) is further amended to add **Exhibit B-2 A1, entitled "Budget" Year 2 consisting of one page to be replaced in its entirety; Exhibit B-3 A1, entitled "Budget" Year 3 consisting of one page to be replaced in its entirety**. All further references to Exhibits B, entitled "Budget" Years 1, 2, and 3 in the body of this agreement or any attachments thereto shall be deemed to read Exhibit B-1, entitled "Budget" Year 1; Exhibit B-2 A1, entitled "Budget" Year 2; and Exhibit B-3 A1, entitled "Budget" Year 3.

3. The effective date of this amendment shall be July 1, 2011.

4. All other terms and conditions shall remain the same.

Exhibit B-2, A1
BUDGET
Year 2
July 1, 2011 through June 30, 2012

	HCP Budget	MAI Budget	Total MOU Budget
A. PERSONNEL	$38,348	$0	$38,348
B. OPERATING EXPENSES	$420	$0	$420
C. CAPITAL EXPENDITURES	$0	$0	$0
D. OTHER COSTS	$23,743	$0	$23,743
E. INDIRECT COSTS	$5,128	$0	$5,128
TOTALS	**$67,639**	**$0**	**$67,639**

Exhibit B-3, A1
BUDGET
Year 3
July 1, 2012 through June 30, 2013

	HCP Budget	MAI Budget	Total MOU Budget
A. PERSONNEL	$38,348	$0	$38,348
B. OPERATING EXPENSES	$420	$0	$420
C. CAPITAL EXPENDITURES	$0	$0	$0
D. OTHER COSTS	$23,743	$0	$23,743
E. INDIRECT COSTS	$5,128	$0	$5,128
TOTALS	**$67,639**	**$0**	**$67,639**

HIV Care Program (HCP)

Exhibit C-2
HCP Summary Tracking

County of XXX
10-XXXXX A01

2011-12 HCP Summary Tracking - Contractor's Name

Service Period:
Contractor's Invoicing Contact(s):

Contract No.

Counties:
OA HCP Invoicing Contact: **Ivo Klemes (916) 449-5986**

Section 1 - Client Service Costs									
Services Provided by HRSA Category	Budgeted Amount	Budget Revision #1	Allocation after Revision	Expenditures to Date	Balances	1st Quarter 2011	2nd Quarter 2011	3rd Quarter 2012	4th Quarter 2012
			$ -	$ -	$ -				
			$ -	$ -	$ -				
			$ -	$ -	$ -				
			$ -	$ -	$ -				
			$ -	$ -	$ -				
			$ -	$ -	$ -				
			$ -	$ -	$ -				
			$ -	$ -	$ -				
			$ -	$ -	$ -				
Subtotal Client Service Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Section 2 - Contractor's Needs Assessment Costs (Can't Exceed 5% of Total Allocation)									
Subtotal Contractor's Needs Assessment Costs			$ -	$ -	$ -				
Section 3 - Contractor's Administration Costs (Can't Exceed 10% of total Allocation)									
Personnel			$ -	$ -	$ -				
Operating Expenses			$ -	$ -	$ -				
Capital Expenses			$ -	$ -	$ -				
Indirect Costs (no more than 15% of Personnel)			$ -	$ -	$ -				
Subtotal Contractor's Administration Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Section 4 - Contractor's Client Service Administration Costs (Can't Exceed 10% of Client Service Allocation)									
Personnel			$ -	$ -	$ -				
Operating Expenses			$ -	$ -	$ -				
Capital Expenses			$ -	$ -	$ -				
Indirect Costs (no more than 15% of Personnel)			$ -	$ -	$ -				
Subtotal Contractor's Administration Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Section 5 - Client Service Providers' Administration Costs (Can't Exceed 10% of Each Client Service Provider's Total Allocation)									
Personnel			$ -	$ -	$ -				
Operating Expenses			$ -	$ -	$ -				
Capital Expenses			$ -	$ -	$ -				
Indirect Costs (no more than 15% of Personnel)			$ -	$ -	$ -				
Subtotal Sub. Client Service Admin. Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Section 6 - Totals									
TOTALS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Section 7 - Five Line Invoice Tracking	Budgeted Amount	Budget Revision #1	Allocation after Revision	Expenditures to Date	Balance	1st Quarter 2011	2nd Quarter 2011	3rd Quarter 2012	4th Quarter 2012
Date Invoice Received in the Office/Budget Revision Approval Date									
Personnel			$ -	$ -	$ -				
Operating Expenses			$ -	$ -	$ -				
Capital Expenses			$ -	$ -	$ -				
Other Costs			$ -	$ -	$ -				
Indirect Costs			$ -	$ -	$ -				
TOTALS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Memorandum of Understanding (MOU)
Amendment 1
HIV/AIDS Surveillance Program

In that certain agreement made and entered into July 1, 2010 between the California Department of Public Health/Office of AIDS and the County of Inyo

1. Provision 2 (MAXIMUM AMOUNT PAYABLE) is amendment to read as follows:

   The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

   A. $5,870 for the budget period of July 1, 2010 to June 30, 2011.
   B. ~~$5,870~~ **5,483** for the budget period of July 1, 2011 to June 30, 2012.
   C. ~~$5,870~~ **5,483** for the budget period of July 1, 2012 to June 30, 2013.
   D. ~~$17,610~~ **16,836** for the entire MOU term.

2. Provision 3 (MOU EXHIBITS) is amended to add **Exhibit A-2, entitled "Scope of Work" Year 2 consisting of 6 pages; Exhibit A-3, entitled "Scope of Work" Year 3 consisting of 6 pages**. All further references to Exhibit A, entitled "Scope of Work" in the body of this agreement or any attachments thereto shall be deemed to read Exhibit A-1, entitled "Scope of Work" Year 1; Exhibit A-2, entitled "Scope of Work" Year 2; and Exhibit A-3, entitled "Scope of Work" Year 3.

   Provision 3 (MOU EXHIBITS) is further amended to add **Exhibit B-2 A1, entitled "Budget" Year 2 consisting of one page; Exhibit B-3 A1, entitled "Budget" Year 3 consisting of one page**. All further references to Exhibits B, entitled "Budget" Years 1, 2, and 3 in the body of this agreement or any attachments thereto shall be deemed to read Exhibit B-1, entitled "Budget" Year 1; Exhibit B-2 A1, entitled "Budget" Year 2; and Exhibit B-3 A1, entitled "Budget" Year 3.

3. The effective date of this amendment shall be July 1, 2011.

4. All other terms and conditions shall remain the same.

Exhibit B-2, A1
Budget
Year 2
July 1, 2011 to June 30, 2012

	Original Budget	This Amendment	Amended Total
A. PERSONNEL	$5,870	($387)	$5,483
B. OPERATING EXPENSES	$0	$0	$0
C. CAPITAL EXPENDITURES	$0	$0	$0
D. OTHER COSTS	$0	$0	$0
E. INDIRECT COSTS	$0	$0	$0
TOTAL BUDGET	**$5,870**	($387)	$5,483

Exhibit B-3, A1
Budget
Year 3
July 1, 2012 to June 30, 2013

	Original Budget	This Amendment	Amended Total
A. PERSONNEL	$5,870	**($387)**	**$5,483**
B. OPERATING EXPENSES	$0	$0	$0
C. CAPITAL EXPENDITURES	$0	$0	$0
D. OTHER COSTS	$0	$0	$0
E. INDIRECT COSTS	$0	$0	$0
TOTAL BUDGET	**$5,870**	**($387)**	**$5,483**

For Clerk's Use Only:
AGENDA NUMBER

7

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

■ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: HEALTH & HUMAN SERVICES, Behavioral Health

FOR THE BOARD MEETING OF: February 7, 2012

SUBJECT: Approval of Contract with Alpine Counseling Center

DEPARTMENTAL RECOMMENDATION:
Request your Board ratify the contract between the County of Inyo and Alpine Counseling Center for the provision of drug court related services in an amount not to exceed $18,139 for the period of January 1, 2012, through December 31, 2012, contingent upon approval of the FY 12/13 budget, and authorize Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
This contract is coming before you late, however, the amount of money is small and Alpine Counseling Center will utilize all of the funding within three months, well within the twelve-month period. The disbursement of these funds has been decided by consensus with the Court, HHS, Probation and our local drug court provider.

Health and Human Services joins the local Superior Court and Probation in their interest in continuing to secure all possible funding for our local drug court. This is the sixth year we have applied for these funds from the Comprehensive Drug Court Implementation Program. We have previously contracted with Alpine Counseling Center to provide the drug court treatment services. The local drug court collaborative members have chosen to continue to spend the funds on assessments, counseling and for bio-psycho-social evaluations through the Alpine Counseling Center. HHS will administer the grant funds.

ALTERNATIVES:
Your Board could deny approval of this contract and Inyo's funds could remain unspent.

OTHER AGENCY INVOLVEMENT:
Inyo County Superior Court, Inyo County Probation, Alpine Counseling Center

FINANCING:
Drug Court funding was one of several programs that was realigned with AB 118. 100% funded by 2011 Public Safety Realignment. Funds are currently being deposited into Public Safety Realignment Trust (500106) into the Drug Court subaccount (2238). A transfer of these funds will be made based upon expenditures of drug court funding into the SUD Budget (045315).

APPROVALS

COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes 1/16/2012 Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Nita Lubry Approved: Yes 1/20/2012 Date:
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Sue DC Approved: 1/31/12 Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner by JB Date: 1-31-12

AGREEMENT BETWEEN COUNTY OF INYO
AND Alpine Center for Counseling & Recovery
FOR THE PROVISION OF Drug Court Related **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Drug Court Related services of Alpine Center for Counseling & Recovery of Bishop, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from January 1, 2012 to December 31, 2012 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $20,639 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional

licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees, or the failure of Contractor, or Contractor's agents, officers, or employees to comply with any of its obligations contained in this Agreement. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo
Health & Human Services — Department
163 May Street — Street
Bishop, CA — City and State

Contractor:
Alpine Center for Counseling & Recovery — Name
375 E. Line Street — Street
Bishop, CA — 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.

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AGREEMENT BETWEEN COUNTY OF INYO
AND Alpine Center for Counseling & Recovery
FOR THE PROVISION OF Drug Court Related **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature
ROBERT DIBBLE Ph.D.
Print or Type

Dated: 1-03-2012

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Alpine Center for Counseling & Recovery
FOR THE PROVISION OF Drug Court Related **SERVICES**

TERM:

FROM: January 1, 2012 **TO:** December 31, 2012

SCOPE OF WORK:

Under the direction of the Inyo County Alcohol and Drug Administrator, CONTRACTOR shall provide counseling services, client assessments, bio-psycho-social evaluations, anger management/violence prevention, drug testing and detoxification services; data gathering and submission of program and participant information to Inyo County HHS for required statistical and other grant reporting.

CONTRACTOR will submit required data on a monthly basis to the Alcohol and Drug Administrator or her designee and provide regular data input into State CalOMS system as required.

CONTRACTOR will submit monthly invoices for services and supplies for actual charges incurred up to the amount of, and not to exceed, $20,639 to the Alcohol and Drug Administrator by the 5th (fifth) day of the following month.

CONTRACTOR will be financially responsible for any audit exceptions around allowable expenditures.

CONTRACTOR will cooperate with and participate in fiscal and program contract monitoring activities, as required by the HHS Assistant Director or her designee.

CONTRACTOR will participate in no cost trainings regarding best practices and program and data submission as required by the state.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Alpine Center for Counseling & Recovery
FOR THE PROVISION OF Drug Court Related **SERVICES**

TERM:

FROM: January 1, 2012 **TO:** December 31, 2012

SCHEDULE OF FEES:

For services rendered, and upon receipt and approval of monthly invoices as required, the County agrees to compensate the Contractor for actual expenditures incurred during each invoice period, not to exceed the amount specified below.

Contractor shall submit monthly invoices with program data as required by Inyo County Health and Human Services. Invoices shall be submitted to the Health and Human Services Assistant Director no later than the 5th (fifth) day of the following month.

The terms of this contract are contingent upon continued State funding.

Contract Period:	Total Amount of Funding:
January 1, 2012 – December 31, 2012	$20,639.00

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Alpine Center for Counseling & Recovery
FOR THE PROVISION OF Drug Court Related **SERVICES**

TERM:

FROM: January 1, 2012 **TO:** December 31, 2012

Form W-9

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

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Robert B. Dibble

Business name/disregarded entity name, if different from above
Alpine Center

Check appropriate box for federal tax classification:
☒ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
375 E. Line St

Requester's name and address (optional)

City, state, and ZIP code
Bishop CA 93514

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ - ___ - ____

Employer identification number
95-4100010

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/19/2012

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Alpine Center for Counseling & Recovery
FOR THE PROVISION OF Drug Court Related **SERVICES**

TERM:

FROM: January 1, 2012 **TO:** December 31, 2012

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity**.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

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

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

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

For Clerk's Use Only:
AGENDA NUMBER
8

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: February 7, 2012

SUBJECT: Amendment No. A01 between the County of Inyo and California Department of Health Care Services (DHCS) for Medi-Cal Administrative Activities (MAA)

DEPARTMENTAL RECOMMENDATION:
Request that your Board 1) Approve Amendment No. A01 for Agreement No. 09-86015 between the County of Inyo and Department of Health Care Services, extending the contract from July 1, 2009 through June 30, 2012, for two more years, to end on June 30, 2014; and increase the maximum amount of the agreement reimbursement from $900,000 to $1,425,000, for approved Medi-Cal Administrative Activities (MAA), and 2) Authorize Jean Turner, Health and Human Services Director to sign, contingent upon the adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
On May 5, 2009 your Board approved Agreement No. 09-86015 between the County of Inyo and California Department of Health Care Services (DHCS), through which DHCS would reimburse Inyo County for approved Medi-Cal Administrative Activities (MAA) up to an amount of $900,000. This amendment extends the contract date through 06/30/14 and increases the reimbursement amount up to $1,425,000. Your Board also authorized that the funds reimbursed through the MAA/TCM billing process would be used to support the services/programs, which earn the funds.

There are currently four active claiming units in Inyo County: Adult Probation, First Five, Public Health, and the MAA/TCM Coordination Unit. To continue to obtain reimbursement for MAA activities the County must authorize execution of the amendment to the contract with DHCS/MAA division.

ALTERNATIVES:
The County can choose not to sign the Amendment and operate all of the above programs with existing funding only, without the augmentation from MAA funding.

OTHER AGENCY INVOLVEMENT:
California Department of Health Care Services, Inyo County Probation, First 5

FINANCING:
MAA/TCM Coordination, MAA participation by claiming units and filing for reimbursement requires that claiming units document MAA activities in conformance with administrative standards established by the California Department of Health Care Services and the federal Medicaid administration. Medi-Cal Administrative Activities involve providing access to Medi-Cal services, which is already part of the claimant's mission. Upon State approval of MAA Invoices, claiming units are reimbursed for approximately 50% of non-federal expenditures on these activities.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes 1/16/2012 Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Nita Lindsey Approved: 1/18/2012 Date:
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Sue DC Approved: ✓ 1/20/12 Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 1-20-12

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD 213A_DHCS (1/08)

☒ Check here if additional pages are added: 1 Page(s)

Agreement Number	Amendment Number
09-86015	A01
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:

State Agency's Name (Also known as DHCS, CDHS, DHS or the State)
Department of Health Care Services

Contractor's Name (Also referred to as Contractor)
County of Inyo

2. The term of this Agreement is: July 1, 2009 through June 30, 2014

3. The maximum amount of this Agreement after this amendment is: $ 1,425,000 One Million Four Hundred Twenty-Five Thousand Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. **Amendment effective date:** June 29, 2012

II. **Purpose of amendment:** This amendment extends the contract term for two years and increases the total budget to compensate the Contractor for performing services in Year 4 and 5. DHCS is obtaining a continuation of services identified in the original agreement.

III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

IV. Paragraph 2 (term) on the face of the original STD 213 is amended to read July 1, 2009 through ~~June 30, 2012~~ **June 30, 2014**. All references to the former contract term of July 1, 2009 through June 30, 2012 in any exhibit incorporated into this agreement is hereinafter deemed to read July 1, 2009 through June 30, 2014.

V. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by $525,000 and is amended to read: ~~$900,000 (Nine Hundred Thousand Dollars)~~ **$1,425,000 (One Million Four Hundred Twenty Five Thousand Dollars)**.

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*
County of Inyo

By *(Authorized Signature)* ✍ | Date Signed *(Do not type)*

Printed Name and Title of Person Signing
Jean Turner, Health and Human Services Director

Address
PO Drawer H
Independence, CA 93526

STATE OF CALIFORNIA

Agency Name
Department of Health Care Services

By *(Authorized Signature)* ✍ | Date Signed *(Do not type)*

Printed Name and Title of Person Signing
Jayna Querin, Chief, Contract Management Unit

Address
1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413,
Sacramento, CA 95899-7413

CALIFORNIA Department of General Services Use Only

☐ Exempt per:

VI. Provision 4 (Amounts Payable) of Exhibit B-Budget Detail and Payment Provisions is amended to read as follows:

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

1) $250,000.00 for the budget period of 07/01/09 through 06/30/10,
2) $300,000.00 for the budget period of 07/01/10 through 06/30/11,
3) $350,000.00 for the budget period of 07/01/11 through 06/30/12,
4) **$250,000.00 for the budget period of 07/01/12 through 06/30/13,**
5) **$275,000.00 for the budget period of 07/01/13 through 06/30/14,**

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

VII. All other terms and conditions shall remain the same.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
County of Inyo	95-6005445
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Jean Turner, Health and Human Services Director	
Date Executed	*Executed in the County of*
	Inyo

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

S:\ADMIN\HOMEPAGE\CCC\CCC-307.doc

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 5th day of MAY, 2009 an order was duly made and entered as follows:

HHS-Hlth. Serv./ Medi-Cal Adm. Contract	Moved by Supervisor Arcularius and seconded by Supervisor Fortney to approve the Contract between the County of Inyo and the California Department of Health Care Services, through which the Department will reimburse Inyo County up to $900,000 for approved Medi-Cal Administrative Activities (MAA), for the period of July 1, 2009 through June 30, 2012, contingent upon the Board's adoption of future budgets and authorize the Director of Health and Human Services to sign. Motion carried unanimously.

Denelle
Fiscal
File
BOS- original

WITNESS my hand and the seal of said Board this 5th

Day of ***MAY*** ***2009***

By: *Patricia Gunsolley, Assistant*

Routing

CC
Purchasing
Personnel
Auditor
CAO
Other HHS

DATE: May 11, 2009

For Clerk's Use Only:
AGENDA NUMBER
4

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒Consent ☐ Departmental ☐ Correspondence Action ☐Public Hearing
☐ Scheduled Time for ☐Closed Session ☐ Informational

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: May 5, 2009

SUBJECT: Contract between the County of Inyo and California Department of Health Care Services for Medi-Cal Administrative Activities (MAA) Billing

DEPARTMENTAL RECOMMENDATION:
Request that your Board 1) Approve the Contract for Agreement No. 09-86015 between the County of Inyo and California Department of Health Care Services, for the period of July 1, 2009 through June 30, 2012, through which the California Department of Health Care Services will reimburse Inyo County up to $900,000 for approved Medi-Cal Administratve Activities (MAA) and; 2) Authorize Jean Turner, Health & Human Services Director to sign, contingent upon the adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
On April 12, 2005 your Board approved Agreement No. 04-35091 between the County of Inyo and California Department of Health Care Services (DHCS), through which DHCS would reimburse Inyo County for approved Medi-Cal Administrative Activities (MAA) up to an amount of $900,000. On June 5, 2007 your Board approved Amendment A01 which extended the contract date through June 30, 2009, and increased the reimbursement amount up to $1,825,000. Your Board also authorized that the funds reimbursed through the MAA/TCM billing process would be used to support the services/programs, which earn the funds.

There are currently six claiming units in Inyo County: Adult Probation, First Five, Public Health, IMAAA Linkages, MAA/TCM Coordination Unit, and Inyo Mono Advocates for Community Action (IMACA). To continue to obtain reimbursement for MAA activities the County must authorize execution of the contract with the Department of Health Care Services/MAA division.

The funding received/invoiced to date on these is as follows: FY 04/05 = $121,439; FY 05/06 = $93,768; FY 06/07 = $150,334; FY 07/08 (1st Qtr Only) = $27,909. MAA invoicing currently gets invoiced eighteen months after the quarter ends.

ALTERNATIVES:
Your Board could choose not to sign the Agreement and operate all of the above programs with existing funding only, without the augmentation from MAA funding.

OTHER AGENCY INVOLVEMENT:
California Department of Health Services, Inyo Mono Advocates for Community Action (IMACA), Inyo Mono Area Agency on Aging, Inyo County Probation, Inyo County First Five, and Inyo County Public Administrator/Public Guardian.

FINANCING:

MAA/TCM Coordination, MAA participation by claiming units and filing for reimbursement requires that claiming units document MAA activities in conformance with administrative standards established by the California Department of Health Care Services and the federal Medicaid administration. Medi-Cal Administrative Activities involve providing access to Medi-Cal services, which is already part of the claimant's mission. Upon State approval of MAA Invoices, claiming units are reimbursed for approximately 50% of non-federal expenditures on these activities.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: YD 4/14/09 Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: 4/17/09 Date:
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: √ 4/22/09 Date:

DEPARTMENT HEAD SIGNATURE:

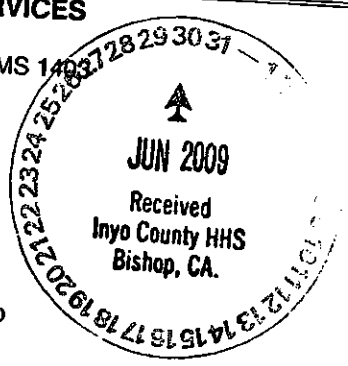
(Not to be signed until all approvals are received) Jean Turner Date: 4-22-09

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY

DEPARTMENT OF HEALTH SERVICES

Contract Management Unit
1501 Capitol Avenue, Suite 71.2101, MS 1403
P.O. Box 997413
Sacramento, CA 95899-7413

ARNOLD SCHWARZENEGGER, *Governor*



JUN 19 2009

CONTRACTOR: County of Inyo

AGREEMENT NUMBER: 09-86015

Department of Health Care Services (DHCS) has standardized its agreement formats. The enclosed agreement may reference on-line terms and conditions (GTC or GIA) that are not attached to the agreement. If applicable, the cited terms may be viewed at this web site: http://www.ols.dgs.ca.gov/Standard+Language/default.htm. The enclosed agreement is not binding until signed by all parties and approved by the appropriate state agencies. No services should be provided prior to approval, as DHCS is not obligated to make any payments for services occurring prior to approval. Required action is noted by each checked [X] item below.

[ ] Affix a signature to the enclosed agreement copy and each face sheet. Two copies must bear original signatures. Return **all** copies to CMU's address noted below along with each item noted by a check mark [X]. A copy of the approved agreement will be distributed to you after it is fully executed. Alterations, in general, are not allowed. Alterations, if any, must be approved by the funding program and initialed by the person who signs the agreement.

[ ] Complete, sign, and return the Payee Data Record (STD 204). Payments cannot be issued without this form.

[ ] Go to http://www.ols.dgs.ca.gov/Standard+Language/default.htm, review the GTC version referenced on the face of the agreement as Exhibit C. Review provision 11 to locate the Contractor Certification Clause (CCC) version (i.e., 307) that applies. Read the CCC in its entirety. Sign the first page of the Certification. Return the first page of the originally signed Certification to the CMU address below. Failure to return the appropriate CCC version will prohibit DHCS from doing buisness with your firm.

[X] Enclosed for your records is a fully executed agreement copy. Include DHCS's agreement number on all invoices and future correspondence related to this agreement. Performance may commence.

[ ] The enclosed agreement has been signed by DHCS. When fully executed, **return one signed copy** to CMU's address below. Cite DHCS's agreement number on all correspondence about this agreement.

[ ] The enclosed agreement has been signed by DHCS and is fully executed. Cite the agreement number in future correspondence.

Contact CMU at (916) 650-0100 if there are questions about this letter. Return all items identified above to this address:

DHCS Contract Management Unit
MS 1403, 1501 Capitol Avenue
P.O. Box 997413
Sacramento, CA 95899-7413

For program matters, invoice/payment issues, or to discuss agreement alterations, contact:

Andrej Delich (916) 440-7812
DHCS Admin.Claiming & Local Schools Br.
1501 Capitol Avenue, MS 4603, P.O. Box 997436
Sacramento, CA 95899-7436

Enclosure(s)

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 DHCS (1/08)

REGISTRATION NUMBER	AGREEMENT NUMBER
EP10154I5	09-86015

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME (Also known as DHCS, CDHS, DHS or the State)
Department of Health Care Services

CONTRACTOR'S NAME (Also referred to as Contractor)
County of Inyo

2. The term of this Agreement is: July 1, 2009 through June 30, 2012

3. The maximum amount of this Agreement is: $ 900,000 Nine Hundred Thousand Dollars

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

Exhibit A – Scope of Work	8 pages
Exhibit B – Budget Detail and Payment Provisions	6 pages
Exhibit C * – General Terms and Conditions	GTC 307
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	26 pages
Exhibit E – Additional Provisions	4 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – HIPAA Business Associate Addendum	10 pages

See Provision 1 of Exhibit E for additional incorporated exhibits.

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at http://www.ols.dgs.ca.gov/Standard+Language.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
County of Inyo

BY *(Authorized Signature)* ✍ Jean Turner — DATE SIGNED *(Do not type)* 05/05/09

PRINTED NAME AND TITLE OF PERSON SIGNING
Jean Turner, Health and Human Services Director

ADDRESS
PO Drawer H
Independence, CA 93526

STATE OF CALIFORNIA

AGENCY NAME
Department of Health Care Services

BY *(Authorized Signature)* ✍ Jayna Querin — DATE SIGNED *(Do not type)* 6-5-09

PRINTED NAME AND TITLE OF PERSON SIGNING
Jayna Querin, Chief, Contract Management Unit

ADDRESS
1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413,
Sacramento, CA 95899-7413

California Department of General Services Use Only

APPROVED
JUN 16 2009
DEPT OF GENERAL SERVICES

☐ Exempt per:

KM Rose

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein:

Contractor shall perform Medi-Cal Administrative Activities (MAA) on behalf of DHCS to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families. These activities include: Medi-Cal Outreach, Facilitating Medi-Cal Application, Medi-Cal Non-Emergency Transportation, Contracting for Medi-Cal Services, Program Planning and Policy Development, and Medi-Cal Administrative Activities Coordination and Claims Administration.

2. Service Location

The activities shall be performed at applicable facilities within the County of Inyo geographic region.

3. Service Hours

The services shall be provided during normal Contractor working hours and days.

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

Department of Health Care Services	**County of Inyo**
Linda Hayes, Chief County-Based Administrative Activities Unit Telephone: (916) 341-3969 Fax: (916) 324-0738 E-Mail: linda.hayes@dhcs.ca.gov	Jean Dickinson, Health and Human Services Director Telephone: (760) 878-0246 Fax: (760) 878-0266 E-Mail: jdickinson@inyocounty.us

B. Direct all inquiries to:

Department of Health Care Services	**County of Inyo**
Administrative Claiming Local & Schools Services Branch Attention: Andrej Delich 1501 Capitol Ave., MS 4603 P.O. Box 997436 Sacramento, CA 95899-7436	Attention: Denelle Carrington PO Drawer H Independence, CA 93526
Telephone: (916) 440-7812 Fax: (916) 324-0738 E-Mail: andrej.delich@dhcs.ca.gov	Telephone: (760) 878-0246 Fax: (760) 878-0266 E-Mail: dcarrington@inyocounty.us

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

Exhibit A
Scope of Work

5. Services to be Performed

A. The following Medi-Cal Administrative Activities (MAA) are *eligible* for Federal Financial Participation (FFP) only when they are identified in a MAA Claiming Plan approved by the State and the Centers for Medicare and Medicaid Services (CMS):

1) **Allowable Medi-Cal Outreach**: This activity may consist of discrete campaigns or may be an ongoing activity. This activity is directed to groups or individuals targeted to two goals:

a. Bringing potential eligibles into the Medi-Cal system for the purpose of determining Medi-Cal eligibility.

b. Bringing Medi-Cal eligibles into Medi-Cal services.

Outreach may consist of discrete campaigns or may be an ongoing activity, such as: sending teams of employees into the community to contact homeless alcoholics or drug abusers; establishing a telephone or walk-in service for referring persons to Medi-Cal services or eligibility offices; operating a drop-in community center for underserved populations, such as minority teenagers where Medi-Cal eligibility and service information is disseminated.

NOTE: Public health outreach conducted by LGAs shall not duplicate the requirements on Medi-Cal managed care providers to pursue the enrollment of Medi-Cal eligibles in their service areas.

c. Allowable outreach activities shall be discounted by the Medi-Cal percentage or not discounted as follows:

(1) Not Discounted: Outreach campaigns directed to the entire population to encourage potential Medi-Cal eligibles to apply for Medi-Cal are allowable, and the costs do not have to be discounted by the Medi-Cal percentage. These campaigns are Medi-Cal only eligibility outreach campaigns:

a) Outreach campaigns directed toward bringing Medi-Cal eligibles into Medi-Cal covered services are allowable and the costs do not have to be discounted by the Medi-Cal percentage. In such campaigns, the language should clearly indicate that the message is directed only to persons eligible for Medi-Cal, and not the general public. These campaigns are service campaigns, targeted on specific Medi-Cal services, such as Early and Periodic Screening, Diagnosis and Treatment (EPSDT).

b) A health education program or campaign may be allowable as a Medi-Cal administrative cost if it is targeted specifically to Medi-Cal services and for Medi-Cal eligible individuals, such as an educational campaign on immunization addressed to parents of Medi-Cal children. If the entire campaign is focused on Medi-Cal, the costs need not be discounted.

(2) Discounted: Outreach campaigns directed towards bringing specific high risk populations (including both Medi-Cal and non-Medi-Cal persons) into health care services are only allowable to the extent they bring Medi-Cal eligibles into Medi-Cal services. The costs of these activities are claimable but discounted by the Medi-Cal percentage.

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Scope of Work

a) If a specific Medi-Cal health education program is included as part of a broader general health education program, the Medi-Cal portion may be allowable if the cost of the general health education program is discounted according to the Medi-Cal percentage. Telephone, walk-in, or drop-in services for referring persons to Medi-Cal services, sometimes called "Information and Referral" are also allowable and discounted by the Medi-Cal percentage.

b) Discount methods approved by DHCS and CMS for calculating the Medi-Cal percentage discount may be utilized.

c) The Contractor may contract with non-governmental agencies or programs to conduct outreach activities. The subcontracted providers of Targeted Case Management (TCM) services, except in local education agencies, may conduct outreach activities, so long as the TCM service(s) and outreach activities are not performed by the same subcontractor employee. The subcontracted providers shall maintain an accurate accounting and reporting of the time spent on providing TCM services and performing allowable MAA outreach activities.

2) **Not-Allowable Medi-Cal Outreach**: Some activities that are not considered Medi-Cal outreach under any circumstances are:

a. General preventive health education programs or campaigns addressed to lifestyle changes in the general population (e.g., Substance Abuse Narcotics Education (SANE), Drug Abuse Resistance Education (DARE), dental prevention, antismoking, alcohol reduction, etc.) are not allowable MAA.

b. Outreach campaigns directed toward encouraging persons to access social, educational, legal or other services not covered by Medi-Cal are not allowable.

3) **Facilitating Medi-Cal Application (Eligibility Intake)**: This activity includes explaining Medi-Cal eligibility rules and the Medi-Cal eligibility process to prospective applicants; assisting an applicant to fill out a Medi-Cal eligibility application; gathering information related to the application and eligibility determination or re-determination from a client, including resource information and third party liability information, as a prelude to submitting a formal Medi-Cal application to the county welfare department; and/or providing necessary forms and packaging all forms in preparation for the Medi-Cal eligibility determination. This activity does not include the eligibility determination itself. These costs do not have to be discounted. The Contractor may contract with non-governmental agencies or programs to conduct eligibility intake activities. Providers of TCM services may conduct eligibility intake, so long as the service(s) and eligibility intake are not performed by the same employee. The non-governmental agencies or programs shall maintain an accurate accounting and reporting of the time spent on providing TCM services and performing Medi-Cal eligibility intake activities.

4) **Non-Emergency, Non-Medical Transportation**: The actual costs of arranging and providing non-emergency, non-medical transportation, and accompaniment, when medically necessary, by an attendant (not a TCM case manager) of Medi-Cal eligibles to Medi-Cal services are allowable as a Medi-Cal administrative cost to the extent that such costs are actually borne by the Contractor in accordance with 42 Code of Federal Regulations, Section 440.170. Examples of allowable non-emergency, non-medical transportation costs include: taxi vouchers, bus tokens, mileage etc. The cost of mileage, meals and lodging will be no higher than allowed for travel by the federal General Services Administration. The cost of providing non-emergency, non-medical

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transportation for which no actual cost is borne by the State or Contractor is not an allowable MAA cost.

a. **Separate Transportation Unit or Service**: In situations where a Contractor operates a separate transportation unit or contracts for the provision of transportation services, the costs of the unit or the contractor of actually providing the Medi-Cal non-emergency, non-medical transportation services for Medi-Cal eligibles to Medi-Cal covered services are an allowable Medi-Cal administrative cost. Costs may be calculated on a per mile or per trip basis for each Medi-Cal client transported, or by any other method allowed by Federal Law and Regulation.

b. **Transportation Costs and TCM:** The costs of arranging for transportation of Medi-Cal eligibles to Medi-Cal services are part of the TCM rate. Therefore, the costs incurred by TCM case managers in arranging transportation for Medi-Cal eligibles to Medi-Cal services are not claimable as Medi-Cal administration. The TCM rate includes the travel costs incurred by the TCM case manager in providing the TCM services. A TCM case manager may transport or accompany a Medi-Cal eligible to a Medi-Cal service appointment only if the case manager is performing case management functions while actually accompanying the client. In such situations, the costs of the accompanying and transportation will be in the TCM rate and should not be claimed separately as an administrative activity.

5) **Other Training**: Training activities shall be time studied in accordance with the purpose of the training. For example, training related to Medi-Cal outreach shall be claimed as "Outreach"; training related to assisting a potential applicant complete a Medi-Cal application shall be claimed as "Facilitating Medi-Cal Application", etc. Training that is unrelated to MAA is not allowable.

6) **Contracting for Medi-Cal Services**: This activity involves entering into agreements with community based organizations or other provider agencies for the provision of Medi-Cal services other than TCM and/or MAA. The costs of TCM subcontract administration should be included in the TCM rate.

NOTE: **A Contractor has the option of claiming the costs of contract administration for allowable MAA, such as Outreach, under that activity or the costs may be claimed under Contract Administration. Under no circumstances are the costs of contract administration for allowable MAA to be claimed under both Contract Administration and the activity, such as Outreach. Contracting for Medi-Cal services may only be claimed under Contract Administration.**

Contracting for Medi-Cal services and/or MAA is claimable as an administrative activity when the administration of those agreements meets all of the following criteria:

a. The contract administration is performed by an identifiable unit of one or more employees, whose tasks officially involve contract administration, according to the duty statements or job descriptions of the employees being claimed.

b. The contract administration involves contractors that provide Medi-Cal services and/or MAA. The costs of contracting for TCM services with non-LGA providers should be claimed as part of the TCM rate. These costs cannot be separately claimed as MAA.

c. TCM case managers and LGA subcontractors cannot claim for contract management. It is claimable only when performed by an LGA.

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d. The administrative costs of contracting by LGAs as service providers under managed care arrangements may not be claimed administratively and are considered to be in the managed care capitation payment to the LGA.

e. The contract administration must be directed to one or more of the following goals:

(1) Identifying, recruiting, and contracting with community agencies as Medi-Cal service contract providers;

(2) Providing technical assistance to Medi-Cal subcontractors regarding County, State and Federal regulations;

(3) Monitoring provider agency capacity and availability; and

(4) Ensuring compliance with the terms of the agreement.

The contracts being administered must be for Medi-Cal services and/or MAA and may involve Medi-Cal populations only or may be general medical service agreements involving Medi-Cal and other indigent, non-Medi-Cal populations. When the contract involves a Medi-Cal and non-Medi-Cal population, the costs of contract administration shall be **discounted** by the Medi-Cal percentage.

7) **Program Planning and Policy Development (PP&PD)**: This activity may be claimed at the enhanced rate (75 percent FFP) if performed by a Skilled Professional Medical Personnel (SPMP), or the non-enhanced rate (50 percent FFP) if performed by a non-SPMP.

a. Allowable: This activity is claimable when performed, either part-time or full-time, by one or more Contractor employees and subcontractors whose tasks officially involve PP&PD. Contractor employees performing this activity must have the tasks identified in the employee's position descriptions/duty statements. If the programs serve both Medi-Cal and non-Medi-Cal clients, the costs of PP&PD activities must be allocated according to the Medi-Cal percentages being served by the programs.

This activity is claimable as a direct charge for Medi-Cal administration only when PP&PD is performed by a unit of one or more Contractor employees who spend 100 percent of their paid working time performing this activity. This activity is claimable only if the administrative amounts being claimed for PP&PD persons and activities are not otherwise included in other claimable cost pools; and the amounts being claimed for such persons employed by (and activities taking place in) a service provider setting are not otherwise being reimbursed through the billable service rate of that provider. Costs for persons performing this activity less that 100 percent of their time will be based on a time-survey.

In LGAs with county-wide managed care arrangements, PP&PD activities are claimable as Medi-Cal administration only for those services that are excluded from the managed care contracts.

Under the conditions specified above, the following tasks are allowable as MAA under this activity:

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(1) Developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps. This includes analyzing Medi-Cal data related to a specific program or specific group.

(2) Interagency coordination to improve delivery of Medi-Cal services.

(3) Developing resource directories of Medi-Cal services/providers.

(4) For subcontractors, some PP&PD support services are allowable, e.g., developing resource directories, preparing Medi-Cal data reports, conducting needs assessments, or preparing proposals for expansion of Medi-Cal services.

b. Not allowable: This activity is not allowable if staff performing this function are employed full-time by service providers, such as clinics. The full costs of the employee's salary are assumed to be included in the billable fee-for-service rate and separate MAA claiming is not allowed.

This activity is not allowable if staff who deliver services part-time in a LGA service provider setting, such as a clinic, are performing PP&PD activities relating to the service provider setting in which they deliver services.

8) **General Administration**: This includes activities that are eligible for cost distribution on an OMB Circular A-87 approved cost allocation basis. These costs are to be distributed proportionately to all of the activities performed:

a. Attend or conduct general, non-medical staff meetings;

b. Develop and monitor program budgets;

c. Provide instructional leadership, site management, supervise staff, or participate in Employee performance reviews;

d. Review departmental or unit procedures and rules;

e. Present or participate in, in-service orientations and programs; and

f. Participate in health promotion activities for employees of the Contractor.

9) **Paid Time Off:** This activity is to be used by all staff involved in MAA to record usage of paid leave, including vacation, sick leave, holiday time and any other employee time off that is paid. This does not include lunch or meal breaks, off payroll time, or Compensatory Time Off (CTO) which shall be allocated as prescribed by the State.

10) **Compensatory Time Off:**

CTO shall be time surveyed to the activity performed while working the extra hours.

11) **MAA/TCM Coordination and LGA Claims Administration:** Contractor employees whose position description/duty statement includes the administration of MAA and TCM on a Local Governmental

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Agency (LGA) service region-wide basis, may claim for the costs of these activities on the MAA detailed invoice as a direct charge.

Costs incurred in the preparation and submission of MAA claims at any level, including staff time, supplies, and computer time, may be direct charged. If the MAA/TCM Coordinator and/or claims administration staff are performing this function part-time, along with other duties, they must certify the percentage of total time spent performing the duties of MAA coordination and/or claims administration. The percentage certified for the MAA/TCM Coordinator and/or claims administration staff activities must be used as the basis for federal claiming. Charges for supervisors, clericals, and support staff may be allocated based upon the percentage of certified time of the MAA/TCM Coordinator and claims administration staff.

a. The MAA/TCM Coordinator and claims administration staff may claim the costs of the following activities, as well as any other reasonable activities directly related to the Contractor's administration of TCM services and MAA at the LGA-wide level:

(1) Drafting, revising, and submitting MAA Claiming Plans, and TCM performance monitoring plans.

(2) Serving as liaison with and monitoring the performance of claiming programs within the LGA and with the State and Federal Governments on MAA and TCM.

(3) Administering LGA claiming, including overseeing, preparing, compiling, revising and submitting MAA and TCM invoices on a LGA-wide basis to the State.

(4) Attending training sessions, meetings, and conferences involving MAA and/or TCM.

(5) Training Contractor program and subcontractor staff on State, Federal, and Local requirements for MAA and/or TCM claiming.

(6) Ensuring that MAA and/orTCM invoices do not duplicate Medi-Cal invoices for the same services or activities from other providers. This includes ensuring that services are not duplicated when a Medi-Cal beneficiary receives TCM services from more than one case manager.

NOTE: **The costs of the MAA/TCM Coordinator's time and claims administration staff time must not be included in the MAA claiming or in the TCM rate, since the costs associated with the time are to be direct charged. Charges for supervisors, clericals, and support staff for these employees may be allocated based upon the percentage of certified time of the MAA/TCM Coordinator and claims administration staff. The costs of TCM claiming activity at the TCM provider level are to be included in the TCM rate.**

b. Using the State Department of Health Care Services Time Survey for Employees Performing Medi-Cal Administrative Activities and/or Targeted Case Management (DHCS 7093),which will be disseminated through policy directives, issued by the State, conduct an annual time survey for one month. DHCS has designated the annual MAA time survey to occur in either September or October. The time survey will identify all time spent on each of the above allowable MAA, non-claimable activities, and general administration and paid time off, which are proportionately allocated to all activities. The activities of staff providing Medi-Cal

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administration must be documented in accordance with the provisions of 42 CFR Sections 432.50, 433.32, and 433.34, and 45 CFR Parts 74 and 95, and OMB Circular A-87.

All non-Medi-Cal related activities and direct patient care services shall be time surveyed to Other Programs/Activities" or "Direct Patient Care" on the Time Survey form, as appropriate.

c. Comply with enabling legislation, regulations, administrative claiming process directives, and the Policy and Procedure Letters of the DHCS Safety Net Financing Division which are fully incorporated by reference in Exhibit E, Provision 1, which describe program specific allowable MAA and current guidance.

d. Provide to the State, comprehensive Medi-Cal Administrative Claiming Plan, in the format specified by the State. The claiming plan must be approved by the State and this agreement must be signed by both parties prior to the submission of MAA invoices.

e. Not discriminate against any eligible person because of race, religion, political beliefs, color, national or ethnic origin, ancestry, mental or physical disability, medical condition, marital status, age or sex.

f. Ensure all applicable State and federal requirements, as identified in Exhibit E, Provision 4, are met in performing MAA under this agreement. It is understood and agreed that failure by the Contractor to ensure all applicable State and Federal requirements not met in performing MAA under this agreement shall be sufficient cause for the State to deny or recoup payments to the Contractor and/or to terminate this agreement.

g. Submit a letter of intent to participate in the MAA Program six (6) months prior to the termination of this agreement for the purpose of extending the term of the agreement or initiating a new agreement, whichever is preferred by DHCS.

h. When an amendment of the contract is necessary because the original projected expenditure (aka: funding) was insufficient, a request must be submitted to DHCS at least 6 months prior to the deadline for submitting the related invoice to DHCS for which additional funding is necessary. If this request is not received timely, the contract will not be amended to address the insufficient funding and subsequent affected invoices will not be paid.

B. The following MAA are *not eligible* for Federal Financial Participation (FFP) and must be excluded from claims:

1) Extensions of Direct Medical Services: Not allowable as MAA are activities that are integral parts or extensions of direct medical services, such as patient follow-up, patient assessment, patient education, or counseling.

For Clerk's Use Only:
AGENDA NUMBER

9

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒Consent ☐Departmental ☐Correspondence Action ☐ Public Hearing
☐ Scheduled Time for ☐Closed Session ☐Informational

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: February 7, 2012

SUBJECT: Contract between County of Inyo Department of Health and Human Services and the California Department of Public Health

DEPARTMENTAL RECOMMENDATION:
Request the Board 1) Ratify the contract between the County of Inyo Department of Health and Human Services and California Department of Public Health for the California Woman, Infants, and Children (WIC) Contract for the period of October 1, 2011 through September 30, 2014 in an amount not to exceed $1,410,000, and 2) Authorize Jean Turner, Health and Human Services Director to sign, contingent upon the adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
This contract is late coming before the Board because the State just mailed out the contract to Inyo County on January 11, 2012. This program provides administrative management and program implementation of WIC services for Inyo County. This is a federally funded program administered by the California Department of Public Health, designed to provide supplemental nutritious foods to mothers during pregnancy and infants and young children during early growth and development. This program is part of a coordinated effort to protect the health of mothers and children through planned programs of nutrition education, periodic examinations and preventive services.

The contract is a three-year contract with the California Department of Public Health, although the funding is federal dollars passed through the State from the United States, Department of Agriculture (USDA).

ALTERNATIVES:
Your Board could choose not to approve the contract resulting in the discontinuation of the Inyo WIC Program.

OTHER AGENCY INVOLVEMENT:
The program works cooperatively with other Health and Human Services Programs such as Immunizations, First Five, as well as Toiyabe Indian Health Project, Healthy Start, and other Community organizations.

FINANCING:
This program is 100% Federally funded through the State of California. There are no county general funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes 1/16/2012 Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: 1/19/2012 Date:
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: ✓ 1/23/12 Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 1-23-12

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (CDPH Rev 2/11)

☐ Check here if additional pages are added: page(s)

REGISTRATION NUMBER	AGREEMENT NUMBER
	11-10449

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME (Also referred to as CDPH or the State)
California Department of Public Health

CONTRACTOR'S NAME (Also referred to as Contractor)
County of Inyo Department of Health and Human Services

2. The term of this Agreement is: October 1, 2011 through September 30, 2014

3. The maximum amount of this Agreement is: $ 1,410,000 One Million, Four Hundred Ten Thousand Dollars

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

Exhibit A – Scope of Work	7 pages
Exhibit B – Budget Detail and Payment Provisions	6 pages
Exhibit B, Attachment I – Budget (Year 1)	3 pages
Exhibit B, Attachment II – Budget (Year 2)	3 pages
Exhibit B, Attachment III – Budget (Year 3)	3 pages
Exhibit B, Attachment IV –Budget Detail Justifications	2 pages
Exhibit C * – General Terms and Conditions	GTC 610
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	25 pages
Exhibit E – Additional Provisions	7 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Information Confidentiality and Security Requirements	9 pages

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at http://www.ols.dgs.ca.gov/Standard+Language.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
County of Inyo Department of Health and Human Services

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Jean Turner, Director of Health and Human Service

ADDRESS
163 May Street
Bishop, CA 93514

STATE OF CALIFORNIA

AGENCY NAME
California Department of Public Health

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Angela Salas, Chief, Contract Management Unit

ADDRESS
1501 Capitol Avenue, Suite 71.5178, MS 1802, PO Box 997377
Sacramento, CA 95899-7377

California Department of General Services Use Only

[X] Exempt per: 99.8

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein to operate the Women, Infants and Children (WIC) Nutrition Program and to comply with all fiscal, administrative and operational requirements as outlined in this Agreement and referenced in Exhibit E, Section 1; WIC Program Federal Regulations (Title 7, Code of Federal Regulations, Part 246); United States Department of Agriculture (USDA) Food and Nutrition Services (FNS) guidelines and instructions; the WIC Contract Management Binder (CMB); Primary WIC Program Contact (PWPC) communications; and the WIC Program Manual (WPM). These documents are available on the State WIC Program website at http://www.wicworks.ca.gov/.

2. Service Location

The services shall be provided at approved WIC sites within Contractor's service area, as defined in this provision. Contractor may serve participants who do not live in the service area, at the participant's request, for reasons related to participant convenience or necessity, such as a preference to attend a WIC site near the participant's place of employment. The State may modify an existing service area to reflect changing business needs and demographics by notifying Contractor in writing.

Contractor agrees to provide WIC Program services to:

Eligible residents of Inyo County (10-11)

3. Service Hours

The services shall be provided during Contractor's normal business hours, excluding holidays, as outlined in the WPM 530-10, as referenced in Exhibit E, Provision 1.

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

California Department of Public Health
Christina Flores
Contract Analyst
Telephone: (916) 928-8864
Fax: (916) 263-3314
E-mail: Christina.Flores@CDPH.ca.gov

Contractor Name
Jean Turner
Director of Health and Human Services
Telephone: (760) 873-3305
Fax: (760) 878-0266
E-mail :jturner@inyocounty.us

Exhibit A
Scope of Work

B. Direct all inquires to:

California Department of Public Health WIC Program Attention: Kerry Wyatt Local Agency Support Branch 3901 Lennane Drive Sacramento, CA 95834 Telephone: (916) 928-8757 Fax: (916) 263-3314 E-mail: Kerry.Wyatt@CDPH.ca.gov	**Contractor Name** County of Inyo Department of Health and Human Services Attention: Sherrie James WIC Program Manager 568 W. Line Street Bishop, CA 93514 Telephone: (760) 872-1887 Fax: (760) 872-1623 E-mail: sjames@inyocounty.us

C. Either party may change the information in paragraphs A or B by giving written notice to the other party. These changes shall not require an amendment to this Agreement.

D. Contractor shall designate a PWPC as the person with primary responsibility for day to day operations of the WIC program, and to be the principle liaison to the State WIC Program during the term of this Agreement. Contractor shall provide the State WIC Program with written notice at least seven (7) days in advance if there is a change of the PWPC. In the notice, Contractor shall provide the information regarding the new PWPC required in the CMB Chapter 2, Section I, Paragraph B.

E. The PWPC is accountable for ensuring that the Contractor complies with all fiscal, administrative and operational requirements as outlined in this Agreement.

F. The Contractor shall designate a Registered Dietitian (RD), credentialed by the American Dietetic Association's Commission on Dietetic Registration, as the PWPC. A copy of the proposed candidate's resume with a cover letter explaining how the individual is qualified to manage the WIC operations must be submitted to the State WIC Program for approval. The State WIC Program approval must be received by the Contractor, in writing, prior to a job offer being made and the PWPC performing any work under this Agreement. The State WIC Program shall retain the right to authorize a non-RD as the PWPC with appropriate justification.

5. Scope of Work Changes

A. Pursuant to Health and Safety Code Section 38077 (b)(2), changes and revisions to the Scope of Work contained in the Agreement, utilizing the "allowable cost payment system," may be proposed by the Contractor in writing. Failure to notify the State WIC Program of proposed revisions to the Scope of Work may result in an audit finding.

B. The State WIC Program will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within thirty (30) calendar days of the date the request is received in the State WIC Program. Should the State fail to respond to the Contractor's request within thirty (30) calendar days of receipt, the Contractor's request shall be deemed approved for amendment subject to requirements in Paragraph D of this provision.

Exhibit A
Scope of Work

C. The State WIC Program may also request changes and revisions to the Scope of Work. The State will make a good-faith effort to provide the Contractor thirty (30) calendar days advance written notice of said changes or revisions.

D. Pursuant to this paragraph, no changes to the Scope of Work shall take effect until the Agreement is amended and the Amendment is approved as required by law and this Agreement.

6. Services to be Performed

A. Contractor is provided a maximum participant caseload per month for each FFY of the Agreement. The maximum participant caseload is made up of the authorized participant caseload and an unauthorized participant caseload for each budget period. The unauthorized participant caseload is a reserve number of participants that can be allocated to the Contractor if caseload needs to be increased due to: 1) increased number of participants being served or 2) additional funding is received from USDA. The WIC local agency caseload Performance Standard is outlined in Provision 7 of this exhibit; and, the Contractor's Maximum Caseload Per Month for federal fiscal years 2012-2014 is listed below.

Budget Period	Maximum Caseload Per Month
1) FFY 2011/2012	575
2) FFY 2012/2013	575
3) FFY 2013/2014	575

B. Contractor's initial authorized caseload will be granted through a WIC local agency award letter and is effective upon execution of this Agreement. Authorized caseload is used to calculate the base-grant funding amount.

C. If and when the authorized caseload is increased or decreased after the execution of this Agreement, Contractor will receive a WIC local agency award letter. An increase in the authorized caseload will increase the authorized base-grant funding amount. An amendment to this Agreement shall not be required unless the increase in caseload or funding exceeds the maximum caseload or maximum payable for a budget period. The maximum payable is the total dollar amount shown in the Agreement budgets in Exhibit B, Attachments I, II and III.

7. Performance Standard

A. Contractor shall serve one hundred percent (100%) of the authorized caseload per month. If Contractor fails to meet the minimum performance standard described in the CMB, Chapter 2, Section I, Paragraph A, the State WIC Program may reduce Contractor's authorized caseload and base-grant funding.

B. The State WIC Program reserves the right to adjust the minimum performance standard. The Contractor will be notified, in writing, approximately one hundred and twenty (120) days prior to the effective date of an adjustment. If the State WIC Program reduces the Contractor's authorized caseload, Contractor's funding will be reduced based on the State WIC funding formula. Caseload reductions will not require an amendment to this Agreement.

8. Food Benefits Distribution

Contractor shall issue food benefits and implement a distribution system using the Integrated Statewide Information System (ISIS). Food benefits shall be issued to eligible participants using paper or electronic media, in compliance with all WIC Program Federal Regulations, USDA FNS memos and policy documents, and the WPM 200, 300 and 400 series that cover food benefits distribution and storage, security and fraud prevention, mailing protocol, and participant education.

9. Nutrition Education and Breastfeeding Support Services

A. Contractor shall provide nutrition education to all adult participants and age appropriate nutrition education to child participants in compliance with WIC Program Federal Regulations, the CMB, and the WPM 400 series.

B. Contractor shall promote breastfeeding and provide breastfeeding support as outlined in the WPM 600 series.

C. A minimum standard must be met for nutrition education, and breastfeeding promotion and support expenditures as specified in the CMB, Chapter 2, Section I, Paragraphs C and D.

D. Contractor shall develop and submit a Nutrition Services Plan (NSP) consistent with the nutrition education requirements stated in the WPM 400 series and in accordance with WIC Program Federal Regulations. The NSP and annual updates shall be prepared by an RD or other qualified staff member, and shall be submitted to the State WIC Program for approval by the specified due dates as indicated in the WPM 400 series.

E. Contractor shall inform the public of all services provided under this Agreement, including a description of WIC benefits, the eligibility criteria, the locations of WIC sites and the contact information.

10. Referral Services

Contractor shall provide WIC Program applicants and participants with information on other health-related and public assistance programs and, when appropriate, shall refer applicants and participants to such programs, as required, by Federal Regulations and the WPM 700 series.

Exhibit A
Scope of Work

11. Participant Eligibility Verification

Contractor shall certify those persons determined to be eligible for WIC services based on defined criteria in compliance with applicable Federal Regulations and the WPM 200 Series. These regulations and policies prohibit exclusion of participation, denial of benefits, or any other discriminatory behavior on the grounds of race, color, national origin, age, sex, or disability. Additional contract requirements related to non-discrimination and civil rights are defined in Exhibit C, Provision 10; Exhibit D (F), Provision 1; and Exhibit E, Provision 8.

12. Staffing Standards

A. Contractor shall maintain an appropriate staffing pattern to provide WIC services to participants while maintaining a positive customer services environment as outlined in the WPM 130 series. Contractor may employ WIC Nutrition Assistants (WNAs); office support (non-WNAs) staff; RDs; Dietetic Technicians Registered (DTRs); Degreed Nutritionists (DNs); and other staff.

B. Contractor shall employ RDs to perform direct service activities that support participant nutrition needs and oversee the development, implementation, and evaluation of the NSP; the quality assurance plan; nutrition-related education; nutrition assessments; and other activities as listed in WPM 130-10. Contractor shall designate a nutrition education coordinator to oversee nutrition education activities as described in the WPM 400 series.

C. Contractor shall maintain an adequate number of trained staff to ensure all WIC participants are screened, counseled, and referred to appropriate services.

D. Contractor shall maintain an adequate number of WIC Nutrition Assistants (WNA) and certified staff to determine participant eligibility and to counsel participants on technical nutrition topics. All nutrition staff must be trained to counsel participants on breastfeeding and infant feeding issues as described in the WPM 130 series. Contractor shall designate a breastfeeding coordinator to be responsible for breastfeeding promotion and support as described in the WPM 600-10.

13. Other WIC Services

Other WIC Services shall be provided by the Contractor when authorized by the State WIC Program. Funds for these services are allocated to the Contractor through the Authority to Spend (ATS) process as specified in the CMB, Chapter 11. All activities supported by authorized funds must strictly adhere to the performance outcomes identified in the ATS letter. Other WIC services include, but are not limited to, the following:

A. Customer service activities to improve and streamline services that may improve employee effectiveness and efficiency; and nutrition services and activities to support value-enhanced nutrition assessment and participant-centered services;

B. Projects and activities to improve and enhance WIC services such as the Farmers Market Nutrition Program designed to enhance nutrition education and consumption of fresh fruit and vegetables, the Breastfeeding Peer Counselor Program to support breastfeeding mothers, and participation on committees to coordinate the development and implementation of statewide initiatives; and

C. Targeted projects and initiatives to support or sustain food benefits modifications, staff training, implementation of various program initiations, developing or implementing individual or group participant education strategies, or implementing breastfeeding promotion activities.

14. Vendor Support Services

The Contractor shall ensure sufficient staffing and resources are dedicated to developing and implementing on-going vendor coordination activities. The responsibilities are described in the CMB, Chapter 2, Section I, Paragraph E.

15. Information Technology and Technical Support Services

Contractor shall secure local information technology support services and infrastructure to maintain an appropriate network. The requirements are provided in the CMB Chapter 2, Section I, Paragraph F.

16. Emergency Situation

If Contractor experiences an emergency situation or incident, Contractor shall notify the State WIC Program within twenty-four (24) hours. Contractor shall work collaboratively and cooperatively with appropriate State and local agencies, local assistance centers, and community response teams to schedule enrollment appointments, conduct outreach, and to ensure WIC services are delivered to eligible participants.

17. Independent Research

A. Contractor shall notify the State WIC Program, prior to conducting independent research or collaborating with an outside party, including a university or research institution to conduct independent research using WIC Program data. The draft of any proposed publication by the Contractor or its subcontractor resulting from research projects conducted with funds from this Agreement must be reviewed and approved before publication by the State WIC Program. The State WIC Program shall retain all ownership rights to the data and the data shall be returned to the State WIC Program at the conclusion of the research project.

B. "Independent research" is defined as research, articles, reports, and materials that are not necessary for performance of the Agreement. It is produced by the Contractor and/or an outside source using WIC program data, defined as data obtained from the State WIC Program including but not limited to, WIC participants, WIC staff, and WIC vendors either directly or through a variety of means including but not limited to surveys, focus groups, interviews or indirectly using the statewide database (ISIS) regardless of the funding source.

Exhibit A
Scope of Work

C. The Contractor or collaborating party may only use WIC Program data for independent research in compliance with state and federal confidentiality requirements and in accordance with the confidentiality requirements in Exhibit D (F), Provision 13, Confidentiality of Information, of this Agreement. The Contractor may not use or share participant or vendor information if the information personally identifies a participant or vendor, in compliance with Part 7 Code of Federal Regulations, section 246.26, or any person if the information personally identifies an individual, in compliance with the California Civil Code section 1798 et. Seq (the Information Practices Act) . All WIC Program data used for independent research projects and/or shared with any other party shall be de-identified of any data that identifies an individual, participant or vendor.

D. The Contractor will not use the WIC Program data for any purposes other than the independent research project approved by the State WIC Program. The Contractor will return the data to the State WIC Program after publication of the independent research project and will not permit others to use the data or let others link or match the data to any other data set unless such link or match was identified in the research proposal and the proposal was approved by the California Health and Human Services Agency Committee for the Protection of Human Subjects (CPHS). Before approving an independent research project using WIC Program data, the State WIC Program may require the Contractor to enter into a data use and confidentiality agreement to ensure proper use and security of the data. Before providing the data to a subcontractor to conduct an independent research project, the Contractor shall obtain approval of the State WIC Program and shall require the subcontractor to enter into a data use and confidentiality agreement with the Contractor approved by the State WIC Program. Any research project using human subjects shall require approval of the California Health and Human Services Agency Committee for the Protection of Human Subjects (CPHS).

E. The Contractor may be required to complete research projects and publications according to the terms of the Agreement. Such projects and publications shall be "works" and the intellectual property of the CDPH, subject to the provisions in Exhibit D (F), Provision 10, Intellectual Property Rights, of this Agreement. Use of any WIC Program Data for these research projects or publications shall be subject to the data use requirements in subsections C and D of this section.

F. Prior to publication, a draft of any publication by the Contractor or its subcontractor resulting from independent research using WIC Program data must be reviewed and approved for publication by the State WIC Program.

G. "Publication" is defined as, peer reviewed journals, articles, and any other method of information sharing that is available to the general public or segment of the public.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State WIC Program agrees to compensate the Contractor for actual allowable expenditures incurred in accordance with the authorized budgets attached hereto.

B. Invoices shall include the Agreement Number and shall be submitted as one (1) original invoice in arrears not more frequently than monthly. Each monthly invoice shall be submitted for payment no more than forty-five (45) calendar days following the close of each month, unless an alternate deadline is agreed to in writing by the State WIC Program. Invoices are to be submitted to:

California Department of Public Health
WIC Program
Attention: Local Agency Fiscal Section
3901 Lennane Drive
Sacramento, CA 95834

The State WIC Program, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by the State WIC Program and shall not require an amendment to this Agreement.

C. The information to be included in the invoice and the detailed instructions regarding the completion of the invoice to be submitted to the State WIC Program are provided in the Contract Management Binder (CMB) Chapter 12, Section II.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year, and/or any subsequent years, covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Contractor to reflect the reduced amount.

C. If sufficient federal funds are not allocated to carry out the WIC Program, the State may, upon thirty (30) days advance notice, void the Agreement or reduce the maximum payable. The Contractor's budget and Scope of Work may be renegotiated with the State based on available federal funds.

D. If the State cancels the Agreement and/or reduces the authorized funding amount, the Contractor shall not submit an invoice for, and the State shall not reimburse allowable costs in excess of, the adjusted authorized amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

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

4. Amounts Payable

A. The amounts payable under this Agreement shall not exceed:

1) $395,000 for the budget period of 10/01/11 through 09/30/12.
2) $470,000 for the budget period of 10/01/12 through 09/30/13.
3) $545,000 for the budget period of 10/01/13 through 09/30/14.

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

C. The Contractor must maintain records of actual expenditures for each fiscal year covered by the term of this Agreement. These documents must be retained for three (3) years following the final payment under this Agreement. The State may periodically request documentation for expenditures to verify that the cost is allowable and necessary.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than one hundred fifty (150) days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the State WIC Program. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.

B. The State WIC Program may, at its discretion, choose not to honor any delinquent final invoice submitted after the deadline set forth in paragraph A of this provision if the Contractor fails to obtain prior written State WIC Program approval of an alternate final invoice submission deadline. Written approval shall be sought from the State WIC Program prior to the expiration or termination date of this Agreement.

C. The Contractor is hereby advised of its obligation to submit, with the final invoice of the three (3) year contract, a **"Contractor's Release (Exhibit F)"** acknowledging submission of the final invoice to the State WIC Program and certifying the approximate percentage amount, if any, of recycled products used in performance of this Agreement.

Exhibit B
Budget Detail and Payment Provisions

6. Allowable Line Item Shifts

A. Subject to prior review and approval of the State WIC Program, a maximum total of four (4) line item shifts of up to fifteen percent (15%) of the Agreement budget year total, not to exceed a cumulative maximum total of one hundred thousand dollars ($100,000) in an Agreement budget year are allowed, so long as the Agreement budget year total neither increases nor decreases, as stated in Health and Safety Code, Chapter 386, Section 38081.1.

The $100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal Agreement amendment. The State WIC Program shall annually inform the Contractor in writing of the adjusted maximum. The annual maximum limit will be stated in the CMB Chapter 12, Section IV.

B. Line item shifts meeting these criteria shall not require a formal Agreement amendment.

C. The Contractor shall adhere to State WIC Program requirements regarding the process to follow in requesting approval to make line item shifts. A line item shift is the transfer of funds in a budget year (maximum payable) from one (1) budget line item to another. Instructions on how to request line item shifts are detailed in the CMB Chapter 12, Section IV.

D. Line item shifts may be proposed/requested by either the State WIC Program or the Contractor. Upon the execution of an amendment to this Agreement within a budget period, the Contractor may submit new additional line item shifts under the guidelines in this provision and the CMB.

7. Expense Allowability / Fiscal Documentation

A. Invoices, received from a Contractor and accepted and/or submitted for payment by the State WIC Program, shall not be deemed evidence of allowable Agreement costs.

B. The Contractor shall maintain for review and audit and supply to the State WIC Program upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.

C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Exhibit B
Budget Detail and Payment Provisions

D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel, per diem expenses, and required documentation are detailed in the CMB Chapter 9.

E. Costs and/or expenses deemed unallowable are subject to recovery by the State as outlined in this Exhibit, Provision 8.

8. Recovery of Overpayments

A. The Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State and/or Federal Government by one of the following options:

1) The Contractor's remittance to the State of the full amount of the audit exception within thirty (30) days following the State's request for repayment;
2) A repayment schedule that is agreeable to both the State and the Contractor; or
3) The State may offset the amount of the audit finding by reducing any outstanding invoice from the Contractor by that amount.

B. The State reserves the right to select which option will be employed and the Contractor will be notified by the State, in writing, of the claim procedure to be utilized. Guidelines for recovery of overpayment are detailed in the CMB Chapter 12, Section VII.

C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or an examination finding is mailed to the Contractor, beginning thirty (30) days after the Contractor's receipt of the State's demand for repayment.

D. If the Contractor has filed an appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative decision, the Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus the accrued interest. Interest accrues from the Contractor's first receipt of the State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

9. Report of Actual Expenditures

A. A Report of Actual Expenditures, described in the CMB Chapter 13, shall be submitted within seventy-five (75) calendar days following September 30th of each budget period. The Report of Actual Expenditures shall be based on actual expenditures, unliquidated obligations, and the time study (as described in Provision 15 of this Exhibit) initiated and completed by the Contractor for that budget period. If a revision of the Report of Actual Expenditures is necessary, it shall be submitted to the State WIC Program by March 1st of the year following the end of the budget period.

Exhibit B
Budget Detail and Payment Provisions

B. A list of all unliquidated obligations shall be submitted to the State WIC Program with the Report of Actual Expenditures within seventy-five (75) calendar days following September 30th of each budget period. As the unliquidated obligation is liquidated, an invoice may be submitted to the State WIC Program for payment. All unliquidated obligations shall be liquidated by the submission of the "Final Invoice" as stated in Provision 14 of this Exhibit.

10. Funding

The Contractor may not spend funds prior to receiving a WIC local agency award letter or written authority from the State WIC Program through the Authority to Spend (ATS) process. Award letters are sent prior to the beginning of the three (3) year Agreement; and, when/if the Maximum Amount Payable is increased during the term of the Agreement. If funds are spent prior to authorization, the Contractor is subject to sanctions. The sanctions include, but are not limited to, recovery of the overpayment (CMB Chapter 12, Sections VII), payment denial or withhold (CMB Chapter 12, Section VIII), and/or immediate termination (Exhibit E, Provision 2) of this Agreement.

11. Authority to Spend Process

Upon full execution of this Agreement, an ATS letter may be sent to the Contractor to provide additional funds authorized during the Agreement term for Other WIC Services pursuant to Exhibit A, Provision 13. CMB Chapter 11 contains the ATS guidelines and process.

12. Payment Denial and Withhold

A. This provision supplements Exhibit D(F), Special Terms and Conditions, Provision 22, entitled "Payment Withholds".

B. The State WIC Program reserves the right to deny or withhold payment of any outstanding invoice for any one or combination of exceptions. The detailed listing of the exceptions is found in the CMB Chapter 12, Section VIII.

13. Charges/Reductions for Noncompliance

The State may recover up to eighteen percent (18%) of the annual authorized funds for a budget period of this Agreement for the following reasons:

1) Failure to spend, document, or report the required minimum of one sixth (1/6) of authorized funds on Nutrition Education Services for each budget period of this Agreement in accordance with the CMB Chapter 2, Section I, Paragraph C, and/or
2) Failure to spend, document, or report the required minimum amount of the total agreement expenditures per pregnant and/or breastfeeding participant for each budget period of this Agreement in accordance with the CMB Chapter 2, Section I, paragraph D.

Exhibit B
Budget Detail and Payment Provisions

14. Final Invoice of a Budget Period

The final invoice of a budget period shall be submitted prior to one hundred fifty (150) days following the end of the budget period. If a final invoice is not received by this date, the last original invoice received from the Contractor shall be considered the final invoice even if not stamped with the words "Final Invoice." The State WIC Program reserves the right to deny payment of the final invoice if it is received after the due date.

15. Time Study

The Contractor shall, in each budget period of this Agreement, complete a time study. Each time study shall cover a minimum of one (1) week a month or one (1) month per quarter. All staff providing WIC services, directly and indirectly, are to be included in the time study. The time study must accurately document time spend on the Farmers' Market Nutrition Program, Breastfeeding Peer Counseling, and four (4) Federal WIC cost categories: 1) general administration, 2) client services, 3) nutrition education, and 4) breastfeeding, as detailed in the CMB Chapter 13, Section III.

16. Prospective and Advance Payments

The State WIC Program, upon determination that a prospective and/or an advance payment is essential for the effective implementation of the WIC program, may provide a prospective and/or an advance payment to the Contractor based on this Agreement subject to the requirements in the CMB Chapter 6. All requests for payments must be in writing and be accompanied by proof of liability insurance as described in Exhibit E, Provision 4.

17. Indirect Costs Percentage

The Contractor shall provide to the State WIC Program, upon request, the indirect costs percentage authorized for their agency through a cost allocation plan or by the federal agency who issues to them their largest federal grant. The CMB Chapter 2, Section I, Paragraph I provides the maximum indirect rate, guidelines and requirements.

18. Budget Detail

The Contractor shall submit to the State WIC Program the Budget Detail as described in the CMB Chapter 3, Budget. The Budget Detail will be reviewed by and kept on file at the State WIC Program. The Budget Detail must be updated by the Contractor when the Maximum Amount Payable is increased, when a Line Item Shift is requested and when otherwise requested by the State WIC Program.

Exhibit B, Attachment I
Budget
Year 1
10/01/11 through 09/30/12

Budget Line-Item			Total
1. **Personnel***			$ 255,724
Salaries & Wages	$ 161,869		
Fringe Benefits	$ 93,855		
2. **Operating Expenses**			$ 103,987
3. **Capital Expenditures** (Major Equipment)			$
4. **Other Costs** (Subcontracts)			$
5. **Indirect Costs**** (Indirect Rate 13.8%)			$ 35,289
Total			**$ 395,000**

Funds allocated and invoiced under this agreement shall only apply to the WIC local agency program.

*Total of "Salaries & Wages" and 'Fringe Benefits" must equal the total of the "Personnel" line item.

**The Indirect Costs maximum percentage of the "Personnel" line item is shown in the CMB, Chapter, Section 1, Paragraph I.

BUDGET DETAIL
PERSONNEL JUSTIFICATION WORKSHEET
OCTOBER 1, 2011 - SEPTEMBER 30, 2012, YEAR 1

Contractor: County of Inyo Department of Health and Human Services

		Maximum Amount Payable				Authorized Funding Amount			
A Row Number which must be entered on corresponding Duty Statement	B Agency Job Classification or Job Title Only one classification can be entered per line	C Full Time Equivalents (FTE) budgeted for the classification (i.e. 3.5)	D Salary Ranges for FTEs in the classification	E Total Budgeted for all FTEs in Each Classification	F A D C	G Full Time Equivalents (FTE) budgeted for the classification (i.e. 3.5)	H Salary Ranges for FTEs in the classification	I Total Budgeted for all FTEs in Each Classification	J A D C
1	Program Manager, RD	0.900	$54,564-$67,638	$ 60,874		0.9	$54,564-$67,638	$ 60,874	
2	Office Manager	1.000	$34,080-$43,106	$ 43,106		1	$34,080-$43,106	$ 43,106	
3	HHS Specialist	1.000	$33,348-$43,440	$ 43,440		1	$33,348-$43,440	$ 43,440	
4	Account Technician II	0.100	$38,328-$46,560	$ 4,209		0.1	$38,328-$46,560	$ 4,209	
5	Administrative Analyst II	0.100	$47,352-$57,528	$ 5,283		0.1	$47,352-$57,528	$ 5,283	
6	WIC Agency Director	0.050	$99,144-$99,144	$ 4,957		0.05	$99,144-$99,144	$ 4,957	
7									
8									
9									
10									
11									
12									
DO NOT COMPLETE TOTALS IF A CONTINUATION FORM IS USED. PUT TOTALS ON LAST CONTINUATION FORM USED. Continuation form used _____ (Enter "X" if used)	Total Full Time Equivalent Positions	3.150				3.15			
	(1) Total Salaries and Wages Column E or H Total (transfer to funding summary)			$ 161,869.00				$ 161,869.00	
	(2) Total Fringe Benefits (calculate separately) (transfer to funding summary)			$ 93,855.00				$ 93,855.00	
	Total Personnel (1 + 2) (transfer to line item #1 of the funding summary)			$ 255,724.00				$ 255,724.00	

BUDGET DETAIL WORKSHEET
OPERATING EXPENSES
OCTOBER 1, 2011 - SEPTEMBER 30, 2012, YEAR 1

Contractor: County of Inyo Department of Health and Human Services

A	B Category	C Maximum Funding Amount	D Authorized Funding Amount	E A D C	F Description of Change (See instructions in CMB Chapter 3, Section III when completing columns E and F)
REQUIRED CATEGORIES					
1	EQUIPMENT/FURNITURE	$ 5,000	$ 300		
2	POSTAGE				
3	PRINTING/DUPLICATING	$ 2,500	$ 150		
4	SPACE	$ 20,986	$ 14,650		
5	SUPPLIES	$ 18,000	$ 2,500		
6	TRAINING	$ 15,000	$ 2,800		
7	TRAVEL	$ 7,500	$ 2,800		
8	UTILITIES	$ 6,000	$ 4,000		
ADDITIONAL CATEGORIES					
9	Outreach	$ 16,001	$ 301		
10	Nutrition Education	$ 10,000			
11	Miscellaneous Costs	$ 3,000	$ 760		
12					
13					
14					
15					
16					
17					
18					
Funds allocated and invoiced under this agreement shall only apply to the WIC local agency program.					
CATEGORIES TOTAL (Do not enter totals if a continuation page is used) Continuation Page Used ___ (Enter "X" if used)		$ 103,987	$ 28,261		

Exhibit B, Attachment II
Budget
Year 2
10/01/12 through 09/30/13

Budget Line-Item			Total
1. **Personnel***			$ 256,339
Salaries & Wages	$ 162,339		
Fringe Benefits	$ 94,000		
2. **Operating Expenses**			$ 178,287
3. **Capital Expenditures** (Major Equipment)			$
4. **Other Costs** (Subcontracts)			$
5. **Indirect Costs**** (Indirect Rate 13.8%)			$ 35,374
Total			**$ 470,000**

Funds allocated and invoiced under this agreement shall only apply to the WIC local agency program.

*Total of "Salaries & Wages" and 'Fringe Benefits" must equal the total of the "Personnel" line item.

** The Indirect Costs maximum percentage of the "Personnel" line item is shown in the CMB, Chapter, Section 1, Paragraph I.

BUDGET DETAIL
PERSONNEL JUSTIFICATION WORKSHEET
OCTOBER 1, 2012 - SEPTEMBER 30, 2013, YEAR 2

Contractor: County of Inyo Department of Health and Human Services

		Maximum Amount Payable				Authorized Funding Amount			
A Row Number which must be entered on corresponding Duty Statement	B Agency Job Classification or Job Title Only one classification can be entered per line	C Full Time Equivalents (FTE) budgeted for the classification (i.e. 3.5)	D Salary Range for FTEs in the classification	E Total Budgeted for all FTEs in Each Classification	F ADC	G Full Time Equivalents (FTE) budgeted for the classification (i.e. 3.5)	H Salary Range for FTEs in the classification	I Total Budgeted for all FTEs in Each Classification	J ADC
1	Program Manager, RD	0.900	$54,564-$67,638	$ 60,874		0.9	$54,564-$67,638	$ 60,874	
2	Office Manager	1.000	$34,080-$43,106	$ 43,106		1	$34,080-$43,106	$ 43,106	
3	HHS Specialist	1.000	$33,348-$43,440	$ 43,440		1	$33,348-$43,440	$ 43,440	
4	Account Technician II	0.100	$38,328-$46,560	$ 4,418		0.1	$38,328-$46,560	$ 4,418	
5	Administrative Analyst II	0.100	$47,352-$57,528	$ 5,544		0.1	$47,352-$57,528	$ 5,544	
6	WIC Agency Director	0.050	$99,144-$99,144	$ 4,957		0.05	$99,144-$99,144	$ 4,957	
7									
8									
9									
10									
11									
12									
DO NOT COMPLETE TOTALS IF A CONTINUATION FORM IS USED. PUT TOTALS ON LAST CONTINUATION FORM USED. Continuation form used _____ (Enter "X" if used)	Total Full Time Equivalent Positions	3.150				3.15			
	(1) Total Salaries and Wages Column E or H Total (transfer to funding summary)			$ 162,339.00				$ 162,339.00	
	(2) Total Fringe Benefits (calculate separately) (transfer to funding summary)			$ 94,000.00				$ 94,000.00	
	Total Personnel (1 + 2) (transfer to line item #1 of the funding summary)			$ 256,339.00				$ 256,339.00	

BUDGET DETAIL WORKSHEET
OPERATING EXPENSES
OCTOBER 1, 2012 - SEPTEMBER 30, 2013, YEAR 2

Contractor: County of Inyo Department of Health and Human Services

A	B Category	C Maximum Funding Amount	D Authorized Funding Amount	E A D C	F Description of Change (See instructions in CMB Chapter 3, Section III when completing columns E and F)
REQUIRED CATEGORIES					
1	EQUIPMENT/FURNITURE	$ 18,000	$ 200		
2	POSTAGE				
3	PRINTING/DUPLICATING	$ 17,000	$ 150		
4	SPACE	$ 31,286	$ 14,650		
5	SUPPLIES	$ 18,000	$ 2,400		
6	TRAINING	$ 15,000	$ 2,600		
7	TRAVEL	$ 10,000	$ 2,600		
8	UTILITIES	$ 7,000	$ 4,000		
ADDITIONAL CATEGORIES					
9	Outreach	$ 29,901	$ 201		
10	Nutrition Education	$ 25,000	$ 760		
11	Miscellaneous Costs	$ 7,100			
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
Funds allocated and invoiced under this agreement shall only apply to the WIC local agency program.					
CATEGORIES TOTAL (Do not enter totals if a continuation page is used) Continuation Page Used ___ (Enter "X" if used)		$ 178,287	$ 27,561		

Exhibit B, Attachment III
Budget
Year 3
10/01/13 through 09/30/14

Budget Line-Item			Total
1. **Personnel***			$ 256,900
Salaries & Wages	$ 162,768		
Fringe Benefits	$ 94,132		
2. **Operating Expenses**			$ 252,648
3. **Capital Expenditures** (Major Equipment)			$
4. **Other Costs** (Subcontracts)			$
5. **Indirect Costs**** (Indirect Rate 13.8%)			$ 35,452
Total			**$ 545,000**

Funds allocated and invoiced under this agreement shall only apply to the WIC local agency program.

*Total of "Salaries & Wages" and 'Fringe Benefits" must equal the total of the "Personnel" line item.

** The Indirect Costs maximum percentage of the "Personnel" line item is shown in the CMB, Chapter, Section 1, Paragraph I.

BUDGET DETAIL
PERSONNEL JUSTIFICATION WORKSHEET
OCTOBER 1, 2013 - SEPTEMBER 30, 2014 YEAR 3

Contractor: County of Inyo Department of Health and Human Services

		Maximum Amount Payable				Authorized Funding Amount			
A Row Number which must be entered on corresponding Duty Statement	B Agency Job Classification or Job Title Only one classification can be entered per line	C Full Time Equivalents (FTE) budgeted for the classification (i.e. 3.5)	D Salary Range for FTEs in the classification	E Total Budgeted for all FTEs in Each Classification	F ADC	G Full Time Equivalents (FTE) budgeted for the classification (i.e. 3.5)	H Salary Range for FTEs in the classification	I Total Budgeted for all FTEs in Each Classification	J ADC
1	Program Manager, RD	0.900	$54,564-$67,638	$ 60,874		0.9	$54,564-$67,638	$ 60,874	
2	Office Manager	1.000	$34,080-$43,106	$ 43,106		1	$34,080-$43,106	$ 43,106	
3	HHS Specialist	1.000	$33,348-$43,440	$ 43,440		1	$33,348-$43,440	$ 43,440	
4	Account Technician II	0.100	$38,328-$46,560	$ 4,638		0.1	$38,328-$46,560	$ 4,638	
5	Administrative Analyst II	0.100	$47,352-$57,528	$ 5,753		0.1	$47,352-$57,528	$ 5,753	
6	WIC Agency Director	0.050	$99,144-$99,144	$ 4,957		0.05	$99,144-$99,144	$ 4,957	
7									
8									
9									
10									
11									
12									
DO NOT COMPLETE TOTALS IF A CONTINUATION FORM IS USED. PUT TOTALS ON LAST CONTINUATION FORM USED. Continuation form used _____ (Enter "X" if used)	Total Full Time Equivalent Positions	3.150				3.15			
	(1) Total Salaries and Wages Column E or H Total (transfer to funding summary)			$ 162,768.00				$ 162,768.00	
	(2) Total Fringe Benefits (calculate separately) (transfer to funding summary)			$ 94,132.00				$ 94,132.00	
	Total Personnel (1 + 2) (transfer to line item #1 of the funding summary)			$ 256,900.00				$ 256,900.00	

BUDGET DETAIL WORKSHEET
OPERATING EXPENSES
OCTOBER 1, 2013 - SEPTEMBER 30, 2014, YEAR 3

Contractor: County of Inyo Department of Health and Human Services

A	B Category	C Maximum Funding Amount	D Authorized Funding Amount	E A D C	F Description of Change (See instructions in CMB Chapter 3, Section III when completing columns E and F)
REQUIRED CATEGORIES					
1	EQUIPMENT/FURNITURE	$ 25,000	$ 200		
2	POSTAGE				
3	PRINTING/DUPLICATING	$ 27,000	$ 50		
4	SPACE	$ 50,000	$ 14,650		
5	SUPPLIES	$ 25,000	$ 2,300		
6	TRAINING	$ 23,000	$ 2,500		
7	TRAVEL	$ 18,000	$ 2,500		
8	UTILITIES	$ 8,648	$ 4,000		
ADDITIONAL CATEGORIES					
9	Outreach	$ 44,000	$ 100		
10	Nutrition Education	$ 22,000			
11	Miscellaneous Costs	$ 10,000	$ 622		
12					
13					
14					
15					
16					
17					
18					
19					
Funds allocated and invoiced under this agreement shall only apply to the WIC local agency program.					
CATEGORIES TOTAL (Do not enter totals if a continuation page is used) Continuation Page Used ___ (Enter "X" if used)		$ 252,648	$ 26,922		

Exhibit B, Attachment IV
Budget Detail Justifications
Women, Infants and Children (WIC) Nutrition Program
FFYs 2012-2014

Contractor Name: **County of Inyo Department of Health and Human Services**
Contract Number: 11-10449 **Contracted Service Level:** 575 per month
Total Budget, Year 1: $395,000 Year 2: $470,000 Year 3: $545,000

WIC's SOW requires the local WIC program to provide certification, nutrition education, breastfeeding support, food check issuance and referral services to the contracted number of participants at accessible locations throughout the geographic service area. All budget items must support the delivery of WIC services.

OPERATING EXPENSES

1. Budget Category: Equipment and Furniture
   The budgeted furniture includes the following: cubicles, waiting room, classroom and counseling office tables and chairs for participants; desks for counselors, tables, white boards and other items needed for classrooms, furniture for required lactation rooms and other items needed to meet the SOW. The equipment requested is a planned purchase to replace outdated equipment.

2. Budget Category: Postage
   Local programs mail appointment reminders to participants; federal regulations also allow for food checks to be mailed to participants under defined conditions. The budgeted postage will cover the costs of mailing these items.

3. Budget Category: Printing, Duplicating
   The budgeted printing and duplicating services will ensure required education, certification, outreach and related materials are available in multiple languages as needed to provide to participants.

4. Budget Category: Space
   This local agency operates service location(s), most of which occupy leased space (Listed on Space Schedule). Lease costs include the actual least per square foot as well as additional costs of space operation such as including janitorial and/or security services and utilities. Please refer to the list of sites showing site locations, the number of square feet, the cost per square foot and the total cost for the facility which is incorporated into the contract per Exhibit E.
5. Budget Category: Supplies
   The SOW requires the local program to maintain supplies and materials for nutrition education and breastfeeding support as well as administrative forms for certification of participants, time accounting and other required activities.

6. Budget Category: Training
   Annual required training includes federal civil rights law, drug, alcohol, smoking and other substance abuse referral, breastfeeding support for all direct service staff, plus any additional training needed to ensure all direct service staff remains updated on WIC requirements, use of the automated system for participant certification, health and nutrition assessment methods, nutrition needs of the target population, education methods and community referral resources.

7. Budget Category: Travel
   The SOW requires the local WIC program to send direct service, training, and/or management staff to 1-2 WIC conferences per year as well as attend other mandatory training sessions, workshops and conferences to maintain nutrition, breastfeeding and education knowledge. In addition, WIC services to families are provided at locations throughout the agency's geographic service area, requiring staff to travel to and from locations for business-related reasons.

8. Budget Category: Utilities
   The WIC SOW requires local agencies to conduct outreach to participants, to certify applicants within 15 days of initial contact, and to maintain access to participants for WIC visits. Equipment needed to meet these requirements includes central telephone systems, Voice-over IP systems, autodialers or autotexting.

9. Budget Category: Outreach
   The SOW requires the WIC local agency to contact potentially WIC eligible individuals in their service area to make them aware of the program as part of the goal to serve 100% of their caseload. This is done through different forms of media (print, radio, etc.) by the WIC local agency.

10. Budget Category: Nutrition Education
    The SOW requires the WIC local agency to provide individual or group education sessions to WIC participants to improve their health status, achieve positive changes in dietary habits, and emphasize the relationships between nutrition and health. The State WIC Program must spend approximately 18% of the contract expenditures on these activities.

11. Budget Category: Miscellaneous Costs
    This category is held for minor unanticipated future costs subject to approval from the State prior to procurement. All costs in this category are for those line items as identified within the Budget Detail Worksheet Operating Expenses only.

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements
2. Travel and Per Diem Reimbursement
3. Procurement Rules
4. Equipment Ownership / Inventory / Disposition
5. Subcontract Requirements
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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from CDPH under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDPH's Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to DPA rates may be approved by CDPH upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. **Equipment definitions**

Wherever the term equipment /property is used, the following definitions shall apply:

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

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

(1) Equipment purchases shall not exceed $50,000 annually.

To secure equipment above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining

equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state or federal funds.)

a. Wherever the terms equipment and/or property are used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

(1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

(2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

(c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Public Health (CDPH)).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services costing $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) The State may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,
(b) A State college or university from any State,
(c) A Joint Powers Authority,
(d) An auxiliary organization of a California State University or a California community college,
(e) A foundation organized to support the Board of Governors of the California Community Colleges,
(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
(g) Entities of any type that will provide subvention aid or direct services to the public,
(h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:

http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm.

b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

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

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to

review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

   (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

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

d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

(1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.

(4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2007, etc.]*, Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for

Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual

Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

(2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

11. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

15. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which

the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.

e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends $500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall

be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended $500,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

18. Novation Requirements

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

25. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to CDPH or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notifiy the contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award	[ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, if known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI)*:
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: Date:

Federal Use Only

Authorized for Local Reproduction
Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

The following documents are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, electronically or by providing the internet address where they may be found. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

A. The following applicable Federal laws and regulations:

1) WIC Program Federal Statutes and WIC Program Federal Regulations (42 U.S.C section 1786 [http://law2.house.gov/search/criteria.shtml] and Title 7, Code of Federal Regulations (CFR), Part 246) [http://ecfr.gpoaccess.gov], respectively;

2) Farmers' Market Nutrition Program (FMNP) Federal Statutes, and FMNP Federal Regulations Title 17 , 42 U.S.C section 1786(m) [http://law2.house.gov/search/criteria.shtml] and Title 7, CFR, Part 248 [http://ecfr.gpoaccess.gov], respectively;

3) Title 7, Code of Federal Regulations (CFR), Part 3016; Uniform Federal Assistance Regulations, that implements the policies established by Office of Management and Budget (OMB) [http://ecfr.gpoaccess.gov];

4) US Department of Agriculture (USDA), Food and Nutrition Services (FNS) memos and policy documents [http://www.fns.usda.gov/fns]; and

5) Office of Management and Budget (OMB) Circulars, Title 2 of the Code of Federal Regulations (2CRF), Subtitle A, Chapter II, parts 225 and 230. [http://www.whitehouse.gov/omb].

B. The following applicable State laws and regulations:

1) Cooperative Agreement Act, Health and Safety Code (H&S), Section 38070 et seq. [http://www.leginfo.ca.gov/calaw.html];

2) WIC Program State Statutes and WIC Program State Regulations (California Health and Safety Code (H&S) sections 123275 et. Seq. [http://www.leginfo.ca.gov/calaw.html] and Title 22, California Code of Regulations (CCR), Sections 40601 et. Seq. [http://www.leginfo.ca.gov/calaw.html], respectively.

3) FMNP State Statutes (H&S sections123275 et. Seq.) [http://www.leginfo.ca.gov/calaw.html]); and

4) Lactation Accommodation Law; California Labor Code: Division 2, Part 3, Chapter 3.8, Sections 1030-1033 [http://www.leginfo.ca.gov/.html/lab_table_of_contents.html].

Exhibit E
Additional Provisions

C. The following applicable State WIC program administrative rules, policies, and procedures:

1) WIC Program Manual (WPM)
All updates issued as of the effective date of this Agreement, and any subsequent updates. This manual will be updated periodically by the State, as required by program and/or Federal directives [http://www.wicworks.ca.gov/resources/resources_index.htm],;

2) Contract Management Binder (CMB)
All updates issued as of the effective date of this Agreement, and any subsequent updates [http://www.wicworks.ca.gov/resources/resources_index.htm]

3) Any written directive(s) and/or instruction(s) issued by the State WIC Program to the Contractor (e.g., a revision to the WPM via a letter to the Contractor);

4) "The Graphic Standards Manual (GSM) for the California WIC Program," containing information about the rules and formatting for reproducing the WIC logo and tagline [http://www.wicworks.ca.gov/resources/resources_index.htm].

5) This application is required for continuing WIC local agencies, a completed "Funding Application," which includes all exhibits/attachments, [http://www.wicworks.ca.gov/resources/resources_index.htm];

6) This application is required for new WIC local agencies, a Request for Application (RFA), issued to and submitted by the applicant that participated in the RFA process which resulted in this Agreement.

7) A completed WIC local agency Space Schedule containing a listing of rent and space costs detail for WIC sites, submitted by the WIC local agency.

2. Cancellation / Termination

A. This Agreement may be cancelled by the CDPH upon 60 calendar days advance written notice to the Contractor. Notification shall state:

1) Any final performance instruction/requirements,

2) Payment/invoicing instructions/requirements,

3) The effective date of the cancellation/termination,

4) The reasons for the cancellation/termination, and,

5) Except in cases of contract expiration, notification of appeal rights.

B. Upon receipt of a notice of termination or cancellation from the CDPH, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent Agreement costs.

Exhibit E
Additional Provisions

C. Contractor shall be entitled to payment for all allowable costs authorized under this Agreement, including authorized non-cancelable obligations incurred up to the date of cancellation/termination, provided such expenses do not exceed the stated authorized amounts payable and provided that the Contractor submits an accurate and complete "Report of Actual Expenditures" and the final invoice no later than seventy-five (75) days following the effective date of the cancellation/termination.

D. The Contractor agrees to the following responsibilities upon cancellation/termination or non-renewal by either party, or as otherwise directed by the State. The Contractor shall:

1) Cooperate in all efforts to refer WIC participants to other WIC local agencies in order to maintain continuity of participation in the WIC Program;

2) As of the date of cancellation/termination or nonrenewal, place no further orders or subcontracts for equipment, minor-equipment, supplies, and services;

3) Satisfy all outstanding liabilities and all claims arising out of termination of any orders and subcontracts arising from this Agreement;

4) Upon payment by the State of all items properly chargeable to the State hereunder, less any amount deducted to satisfy claims, liabilities, contractual overpayments or audit findings, the Contractor shall transfer, assign and make available to the State all funds, property and materials belonging to the State. No extra compensation is to be paid to the Contractor for its services in connection with any such transfer of equipment; and

5) Take the necessary steps or actions, and except as otherwise directed by the State, to protect and preserve any property related to this Agreement which is in the possession of the Contractor.

3. Avoidance of Conflicts of Interest by Contractor

A. The State WIC Program intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, State WIC Program reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to the State WIC Program review and prior approval. The State WIC Program's policies for the Contractor is defined in the WPM 150-10.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.

Exhibit E
Additional Provisions

2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the contract. CDPH may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

D. Any costs (including legal costs) incurred as a result of a conflict of interest determined by the court or by the State shall be the responsibility of the Contractor.

4. Insurance Requirements

Contractor shall comply with the following insurance requirements:

A. Commercial General Liability

The Contractor must furnish to the State WIC Program a certificate of insurance stating that commercial general liability insurance of not less than one million ($1,000,000) per occurrence for bodily injury and property damage liability combined is presently in effect for the Contractor. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

B. The certificate of insurance must be issued by an insurance company acceptable to the Department of General Services (DGS) Office of Risk and Insurance Management or be provided through partial or total self-insurance acceptable to DGS.

C. The certificate of insurance must include the following provisions:

1) The insurer will not cancel the insured's coverage without giving thirty (30) days prior written notice to the State WIC Program, and

2) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this Agreement.

Exhibit E
Additional Provisions

D. The Contractor agrees that the insurance required herein will remain in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Contractor agrees to provide, at least thirty (30) calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. State WIC Program may, in addition to any other remedies it may have, terminate this Agreement on the occurrence of such event. New certificates of insurance are subject to the approval of DGS, and the Contractor agrees that no work or services shall be performed prior to such approval.

E. The State will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

5. Freeze Exemptions

The Contractor shall support the full use of federal funds and agrees that any of the following limitations adopted by the Contractor or its agents shall not apply to this Agreement:

A. Any hiring freeze adopted during the term of this Agreement shall not be applied to the positions funded in whole by this Agreement.

B. Not to implement any personnel policy including employee furloughs, which may adversely affect performance or the positions funded in whole by this Agreement.

C. Any travel freeze or travel limitation policy adopted during the term of this Agreement shall not restrict travel funded in whole by this Agreement.

D. Any purchasing freeze or purchase limitation policy adopted during the term of this Agreement shall not restrict or limit purchases funded in whole by this Agreement.

6. Order of Precedence

If there are inconsistencies between the terms of this Agreement and the attachments hereto, such inconsistencies shall be resolved by giving precedence to the provisions in documents in the following order:

A. Standard Agreement (STD. 213);

B. Exhibit A – Scope of Work;

C. Exhibit B – Budget Detail and Payment Provisions;

D. Exhibit B, Attachment I, II and III;

E. Exhibit C – General Terms and Conditions

F. Exhibit D(F) – Special Terms and Conditions;

Exhibit E
Additional Provisions

G. Exhibit E – Additional Provisions;

H. The WPM, any updates issued as of the effective date of this Agreement and any subsequent updates; and

I. The CMB, any updates issued as of the effective date of this Agreement, and any subsequent updates.

J. WIC Supplemental Nutrition Program "Funding Application" or "Request for Application" as described in Provision 1, Section C, Paragraphs 5 and 6 of this exhibit.

7. Probation

Probation is a trial period to ensure that the Contractor has the ability to meet the requirements necessary to operate the WIC Program as described in this Agreement. The requirements are provided in the CMB Chapter 2, Section I, Paragraph G.

8. Civil Rights

A. Contractor hereby agrees that all participants shall be served equally, and shall not be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the WIC Program on the basis of the categories of race, color, national origin, sex, age, and/or disability as listed in WPM 510-10.

B. Contractor shall take measures necessary to comply with the following laws, regulations and directives in accordance with WPM 510-10: Title VI of the Civil Rights Act of 1964, Title IV of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, and California Fair Employment and Housing Act.

C. Contractor shall notify participants that persons with disabilities who require alternative means for communication of program information (Braille, large print, audio tape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD), or the California Department of Public Health at 1-800-735-2929 (TDD only), or 1-800-735-2922 (a voice relay service that permits a TDD user to contact an operator who connects the caller with another TDD user).

D. To file a complaint of discrimination, Contractor may write to USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C., 20250-9410 or call (202) 720-5964 (voice and TDD).

E. By giving this assurance, Contractor agrees to compile data, maintain records, and submit reports, as required, to permit effective enforcement of the nondiscrimination laws, and to permit authorized FNS personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws.

Exhibit E
Additional Provisions

F. If there are any violations of this assurance, FNS shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, her/his successors, transferees, and assignees, as long as they receive assistance or retain possession of any financial assistance from the State for the WIC Program. The person or persons whose signatures appear on the face of this Agreement are authorized to sign this assurance on behalf of the Contractor.

Exhibit F

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 11-10449 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of $** _____ and **dated** _____
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of Inyo Department of Health and Human Services

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected ,created, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Privacy Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Affect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach: "Breach" means:

1. the acquisition, access, use, or disclosure of CDPH PCI, in any medium (paper, electronic, oral), in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit, that compromises the privacy, security or integrity of the information. For purposes of this definition, "compromises the privacy, security or integrity of the information" means poses a significant risk of financial, reputational, or other harm to an individual or individuals; or
2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(d).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of he California Government Code or any other applicable state or federal laws; or
2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH; or
3. is "personal information" as defined in this Exhibit.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information.

D. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. by itself directly identifies or uniquely describes an individual; or

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

2. creates a substantial risk that it could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
3. meets the definition of "personal information" set forth in California Civil Code section 1798.3(a) or
4. is one of the data elements set forth in California Civil Code section 1798.29(e)(1),(2) or (3); or
5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29(f)(2) or California Civil Code section 56.05(g); or
6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29(f)(3).

E. Security Incident: "Security Incident" means:

1. an attempted breach; or
2. the attempted or successful modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, (including this Exhibit; or
3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI, or hinders or makes impossible Contractor's receipt, collection ,creation, storage, transmission or use of PCI by Contractor for or on **behalf** of CDPH, pursuant to Contractor's agreement with CDPH, including this Exhibit.

F. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit) , any CDPH PCI to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, or subcontractors shall not use any CDPH PCI for any purpose other than carrying out the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. The Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies.

VII. Security: The Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum:

A. complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit;

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B. providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CDPH PCI from breaches and security incidents.

VIII. Security Officer: The Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and for communicating with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to sign a certification, indicating the employee's name and the date on which the training was completed.
B. The Contractor shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.

X. Employee Discipline: Contractor shall discipline such employees and other Contractor workforce members who intentionally violate any provisions of this Exhibit, including by termination of employment.

XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **or** within **twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit). Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(E), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH IIT Service Desk at the telephone numbers listed in Section XI(E), below For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. A Contractor shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

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B. Investigation of Breach: The Contractor shall immediately investigate such breach or security incident, and within seventy-two (72) hours of the discovery, shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believe have had the CDPH PCI improperly disclosed to them; and
3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
4. a description of the probable causes of the breach or security incident; and
5. whether Civil Code sections 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within five (5) working days of the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. The CDPH Privacy Officer shall approve the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

CDPH Program Contract Manager	**CDPH Privacy Officer**	**CDPH Chief Information Security Officer (and CDPH IT Service Desk)**
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0506	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413

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	Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI emanating from third parties to the agreement between Contractor and CDPH (and not emanating from an Individual for an accounting of disclosures of personal information pursuant to applicable state or federal law).

XIV. Audits, Inspection and Enforcement: From time to time, CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing. The fact that CDPH inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit, nor does CDPH's:

A. Failure to detect or

B. Detection, but failure to notify Contractor or require Contractor's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH's enforcement rights under the agreement and this Exhibit.

XV. Indemnification: Contractor shall indemnify, hold harmless and defend CDPH from and against any and all claims, losses, liabilities, damages, costs and other expenses (including attorneys fees) that result from or arise directly or indirectly out of or in connection with any negligent act or omission or willful misconduct of Contractor, its officers, employees, agents or subcontractors relative to the CDPH PCI, including without limitation, any violation s of Contractor's responsibilities under the agreement between it and CDPH, including this Exhibit, with respect to the CDPH PCI.

XVI. Termination:

A. Termination Upon Breach: A breach by Contractor of any provision of the Exhibit, as determined by CDPH, shall constitute a material breach of the agreement between Contractor and CDPH and grounds for immediate termination of the agreement by CDPH. At its sole discretion, CDPH may give Contractor 30 days to cure the breach.

B. Judicial or Administrative Proceedings: Contractor will notify CDPH if it is named as a defendant in a criminal proceeding related to a violation of this Exhibit. CDPH may terminate the agreement between Contractor and CDPH if Contractor is found guilty of a criminal violation related to a violation of this Exhibit. CDPH may terminate the agreement if a finding or stipulation that the

Exhibit G
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Contractor has violated any security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined.

XVII. Return or Destruction of CDPH PCI on Expiration or Termination: On expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall explain to CDPH why, in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(c), above.

A. Retention Required by Law: If Required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as Required by state or federal law.

C. Notification of Election to Destroy CDPH PCI: Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(c), above. that the CDPH PCI has been destroyed.

VIII. Amendment: The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. Upon CDPH' request, Contractor agrees to promptly enter into negotiations with CDPH concerning an amendment to this Exhibit embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may terminate this agreement upon thirty (30) days written notice in the event:

A. Contractor does not promptly enter into negotiations to amend this Exhibit when requested by CDPH pursuant to this Section or
B. Contractor does not enter into an amendment providing assurances regarding the safeguarding of CDPH PCI that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of CDPH PCI.

XIX. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

XX. Disclaimer: CDPH makes no warranty or representation that compliance by Contractor with this Exhibit will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use

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or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of CDPH PCI.

XXI. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XXII. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with Federal and State regulations.

XIII. Survival: The respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the termination or expiration of the agreement between Contractor and CDPH.

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Information Privacy and Security Requirements
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Attachment 1
Contractor Data Security Standards

1. General Security Controls

a. ***Confidentiality Statement.*** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

b. ***Background check.*** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

c. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

d. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

e. ***Minimum Necessary.*** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.

f. ***Removable media devices.*** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher

g. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

h. ***Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PCI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

i. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed

or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

j. ***Data Sanitization.*** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

2. System Security Controls

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing CDPH PCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of CDPH PCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

A. ***System Security Review.*** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.

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C. ***Change Control.*** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

a. ***Disaster Recovery.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

b. ***Data Backup Plan.*** Contractor must have established documented procedures to backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

A. ***Supervision of Data.*** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

D. ***Removal of Data.*** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CSSI.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
10

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time ☐ Closed Session ☐ Informational

FROM: Planning Department

FOR THE BOARD MEETING OF: February 7, 2012

SUBJECT: Amendment No. One to contracts between the County of Inyo and 1.) PCR Services Corporation (PCR) and 2.) C.G. Roxane LLC for the provision of environmental review and processing services for the Environmental Impact Report (EIR) for the Crystal Geyser Cabin Bar Ranch Water Bottling Plant Project.

DEPARTMENTAL RECOMMENDATION: Request that the Board approve Contract Amendment No. One to the contracts between the County of Inyo and (1) PCR services Corporation to increase the contract limit by $51,452 to a total of $239,822 and augment the scope of work for biological, historic, and archaeological resources, data collection, and meetings and management, and (2) C.G. Roxane LLC to increase the contract limit by $72,033 to a total of $345,370, insert the original scope of work, and augment the scope of work for biological, historic, and archaeological resources, data collection, and meetings and management, contingent on Board approval of the 2011-12 mid-year budget.

SUMMARY DISCUSSION: On February 22, 2011, the Board entered into contracts with PCR Services Corporation and CG Roxane LLC to produce an Environmental Impact Report (EIR) for the Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Plant project. Since that time, a lengthier than expected information gathering process/period was necessary for project start-up. In addition, after a public scoping meeting was held in the fall, several comment letters were received raising issues which necessitate additional information/data for the project. As a result, additional funds for EIR preparation are necessary.

Specifically, amendments to both PCR and C.G. Roxane contracts have become necessary in order to:

1.) Amend and expand the Scope of Work for the project to include:
   a.) Biological Resources Work:
      - Biological survey, habitat assessment, and vegetation mapping work for added project site acreage
      - Jurisdictional delineation
   b.) Archaeological Resources Work:
      - Extended Phase I subsurface investigation work, to include fieldwork, laboratory work, and updates to the Cultural Resources Assessment Technical Report
      - Contingencies for Phase II & Phase III work, if results from Phase I indicate they're needed
   c.) Historical Resources Work:
      - Fieldwork
      - Site-specific research on past ownership and early site improvement features
      - Updates to the Historic Resources Assessment Report
   d.) Scope of Work adjustment:
      - Add $20,000.00 to Task #2, Initial Study/NOP
      - Add $26,727.00 to Task #3, First Screencheck DEIR & Technical Studies
      - Add $4,500.00 to Task #6, Meetings & Management
      - Add $225.00 to Task #7, Other Direct Costs

The above expanded scope activities result in an increase of $51,452 to the PCR contract and $72,033 to the C.G. Roxane (the higher costs to the C.G. Roxane contract being due to an additional 20% for County overhead and staff costs).

ALTERNATIVES: The Board could choose not to approve the proposed amendments. This is not recommended, as the services of PCR are necessary to CG Roxane LLC so that an EIR can be produced for their Cabin Bar Ranch Water Bottling Plant project.

OTHER AGENCY INVOLVEMENT: None.

FINANCING: Reimbursement for the costs of the Crystal Geyser Cabin Bar Ranch Water Bottling Plant Project Environmental Impact Report (EIR) will continue to be provided by initial, and subsequent, deposits from the C.G. Roxane, LLC which are held in a trust (C.G. Cabin Bar, 503811). Financing for Amendment #1 is included in mid-year adjustments, and is contingent on Board approval of the 2011-12 mid-year budget. As of November 30, 2011 $57,988.83 remains in the contract budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date 1-27-12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: _____ Date 1/30/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 2-1-12

Attachments:

1.) Proposed Contract Amendment with PCR Services, with copy of current Contract with PCR Services
2.) Proposed Contract Amendment with C.G. Roxane LLC, with copy of current Contract with C.G. Roxane LLC

BOARD OF SUPERVISORS PACKET

ATTACHMENT #1

(CONTRACT AMENDMENT FOR PCR)

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND PCR SERVICES CORPORATION FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and PCR Services Corporation (PCR) (hereinafter referred to as Consultant) have entered into an Agreement for the provision of environmental review and processing services dated February 22, 2011 on County of Inyo Standard Contract No. 156 for the term from March 1, 2011 to March 1, 2013.

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

WHEREAS, County and Consultant do desire to consent to further amend such Agreement as set forth below.

County and Consultant hereby amends such Agreement as follows:

- Increase the amount payable in Section 3, Subsection D to $239,822.00
- Attachment #1: amend the Scope of Work, as described in the letter from PCR dated January 12, 2012, adding $51,452 to the amount budgeted for EIR preparation, for a total of $239,822.00
- Attachment #2: amend the Environmental Review Schedule for the project, as described in the Schedule dated January 18, 2012

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND PCR SERVICES CORPORATION FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ____DAY OF _____, 2012.

COUNTY	**CONSULTANT**
By:_____	By: _____
Dated:_____	Dated: 1/19/2012

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND PCR SERVICES CORPORATION FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ____DAY OF _____, 2012.

COUNTY	**CONSULTANT**
By:_____	By: _____
Dated:_____	Dated: 1/19/2012

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

ATTACHMENT #1 TO PCR CONTRACT AMENDMENT:

AMENDED SCOPE OF WORK

(PCR letter dated January 12, 2012)

January 12, 2012

Ms. Tanda Gretz, Senior Planner
INYO COUNTY PLANNING DEPARTMENT
P.O. Drawer L
Independence, California 93526

RE: REVISED AMENDMENT NO. 1 – CRYSTAL GEYSER ROXANE CABIN BAR RANCH WATER BOTTLING FACILITY PROJECT EIR

Dear Ms. Gretz:

PCR Services Corporation (PCR) is submitting this amendment to our Agreement with Inyo County for the provision of environmental review/processing services (Agreement), in association with preparation of an Environmental Impact Report (EIR) for the Crystal Geyser Roxane Cabin Bar Ranch Bottling Facility project (CGR Project). As we have discussed on the phone and communicated in earlier letters, additional funds are necessary for initial data collection and preparation of the Project Description, general project management, and evaluation of project impacts on biological resources, archaeological resources, and historic resources.

The out-of-scope work efforts and associated costs are described on the following pages.

TASK 2: INITIAL STUDY/NOP

The generation of an accurate Project Description for use in CEQA documentation, originally anticipated to require one information request memorandum and to take place over a period of approximately two weeks, required numerous information exchanges and took place across an approximate 2.5-month period to the issuance of the first Project Description, a six-month period to the issuance of the Initial Study.

TASK 6: PROJECT MANAGEMENT

PCR's original scope of work included an allowance for this task as the actual needs and costs could not be accurately predicted at that time. This out-of-scope effort totaled approximately 30 hours of Project Manager and staff planner labor.

TASK 3: DRAFT EIR

BIOLOGICAL RESOURCES

Detailed scopes are provided below addressing the proposed survey of the additional project area and performance of a jurisdictional delineation in response to CDFG and Lahontan RWQCB NOP comments.

Conduct Biological Survey, Habitat Assessment, and Vegetation Mapping

PCR will perform a biological survey and habitat assessment of the added project site area to identify sensitive plant communities and/or the presence of habitats that could support sensitive, endangered, or threatened plant and wildlife species. A vegetation map of the added project site area will be prepared in the field with the use of a current aerial photograph and topographic map to determine the presence and extent of each plant community on-site. At the conclusion of the field mapping, the plant communities will be digitized using Geographic Information System (GIS) technology and the extent of each plant community will be calculated for use in the Biological Resources Section of the project EIR.

- This task does not include focused surveys for sensitive plant and wildlife species.

Conduct Jurisdictional Delineation

PCR biologists and regulatory/environmental scientists will perform a detailed analysis of any and all wetlands and "waters of the U.S."/"waters of the State" within the project site that would be subject to the jurisdiction of the U.S. Army Corps of Engineers (ACOE), RWQCB, and/or the CDFG.

The findings will include a map illustrating the location, extent, and acreage of all jurisdictional waters (including soil pit locations, if applicable); the field data sheets which will include information on soils, vegetation, and hydrology; a brief discussion of the relative quality of each stream or wetland; and an approximation of duration of surface flow (i.e., ephemeral, intermittent, or perennial).

- It should be noted that a jurisdictional delineation is considered valid for five years, once validated by the ACOE (typically through a site visit). It is

recommended, therefore, that a permit application be submitted within five years of ACOE validation. Once permits have been applied for and issued by the RWQCB, CDFG, and ACOE, the agencies generally allow for an extension of the permits to allow for phased or delayed project implementation.

These tasks will begin upon approval of this amendment and issuance of Notice to Proceed by the County, and will be completed within approximately two (2) weeks, excluding holidays and provided weather conditions are suitable. This scope assumes PCR has the appropriate electronic files (i.e., AutoCAD or shape files) for preparing survey and delineation maps. If Crystal Geyser has flown new aerial photos since the Scoping Meeting in late September, please provide those for PCR's use; otherwise, PCR will use the aerials already in its possession.

ARCHAEOLOGICAL RESOURCES

Phase I and Phase II assessments are required to be conducted as part of the environmental review process. PCR's eligibility determinations (and any resulting mitigation, if warranted) will require review and approval by the County as lead agency. If CBR-S-2 is found not to be eligible, no additional action is necessary beyond formally recording the resource, since impacts on a non-eligible resource are not considered a significant impact on the environment (construction monitoring would likely still be recommended, however).

If CBR-S-2 is determined eligible, and there are still areas of the resource that have data potential and that will be impacted by the project, then mitigation is required to reduce impacts to less than significant. Mitigation could include complete avoidance (of the entire resource or portions that directly contribute to its eligibility for listing), capping (covering resource with a layer of soil and building on top of it), planning open space that incorporates archaeological sites, or data recovery.

A Phase III Mitigation/Data Recovery Assessment is another common mitigation for impacts on archaeological sites that cannot be avoided, and involves excavation prior to construction of areas with the highest potential to provide useful research data. A Phase III Data Recovery Mitigation plan would also require review and approval by the County as lead agency and could be implemented after the environmental document has been certified, but prior to construction. It should be noted than an Extended Phase I or Phase II Assessment could function as Phase III Data Recovery Mitigation if all areas of the resource that contain data potential are extracted during the excavation of those preliminary assessments.

The Phase I, and, if warranted, Phase II and III assessments described above are necessary to determine whether the proposed project would cause a substantial adverse change in the

significance of an archaeological resource (such as CBR-S-2) pursuant to CEQA §15064.5 and are standard practice in the archaeological consulting industry. They will also limit the possibility of construction being halted for a more in-depth excavation in the area where CBR-S-2 is mapped in the event that artifacts are discovered at that time.

The scope for an Extended Phase I investigation is provided below.

Fieldwork – Shovel Test Probe Excavations

PCR will perform the excavation of a series of Shovel Test Probes (STPs) in the immediate vicinity of CBR-S-2.

- The testing program described above may be modified in the field based on preliminary field conditions and artifact yields.
- If an intact buried archaeological deposit or a concentration of cultural material is encountered during the testing effort, then a subsequent subsurface work program may be recommended in those specific areas to recover or evaluate those resources at an additional cost. It is not possible to determine whether a Phase II Evaluation Assessment is warranted, or to accurately scope that task, until the Extended Phase I Assessment is complete, since Phase II scope and cost are dependent on the findings of the Extended Phase I Assessment.

Laboratory Work - Artifact Processing and Cataloging *(if necessary)*

The artifacts will be collected and brought to PCR's archaeological laboratory in Irvine, California to be processed and cataloged.

- The proposed cost assumes the processing and cataloging of up to 100 artifacts. If no artifacts are recovered, then this task will not be undertaken. Crystal Geyser, in consultation with PCR and the County of Inyo, shall designate a proper archaeological repository that will serve to curate all of the collected material.

Update Cultural Resources Assessment Technical Report

PCR will update the CEQA-level Cultural Resources Assessment technical report with the methods and results of the excavation effort. PCR will provide excavation summary tables and detailed maps displaying the location of the STP units.

Team Coordination

PCR proposes an allowance for coordination between PCR archaeologists and the Applicant and project team, based on our experience with similarly scaled projects.

These tasks will begin upon approval of this amendment and will proceed concurrently, with completion anticipated within approximately three (3) weeks.

HISTORICAL RESOURCES

Through PCR's initial site visit and subsequent research, our architectural historians have become newly aware of the existence of potentially significant historical resources on the project site, including the stone "ruin" at the intersection of Cabin Bar Ranch Road and Highway 395, as well as a history of activities on and adjacent to the project site that may indicate the presence of related physical features on-site.

The following tasks are proposed to evaluate historical resources.

Fieldwork

PCR's Director of Historic Resources will conduct an intensive-level survey of the subject property to investigate the historic archeological features associated with Daneri's Landing, ranching operations, and past occupation.

Site-Specific History

PCR will conduct follow-up research to document prior land uses and early improvements on-site (e.g., stone ruin, Daneri's Landing, two pre-1907 building sites).

Update Historic Resources Assessment Report

PCR's Architectural historians will update the technical report with the additional land ownership history and site investigation results.

TASK 3: PREPARE DRAFT EIR

PCR's planning staff will coordinate with staff biologists, archaeologists, and historians regarding site visits, scope of analysis, and preparation of technical reports, and will summarize the findings of the respective investigations in the Draft EIR.

SCHEDULE

The schedule was last updated and transmitted on September 20, 2011, and projected County review of the 1st Draft EIR beginning on December 12, 2011 and public circulation beginning February 22, 2011. As discussed on the phone on December 5, 2011, because of delays in data collection and preparation of the hydrology analysis by Richard C. Slade & Associates, and the need to complete the investigations proposed in this amendment, it is anticipated that this schedule will slip between four and six weeks. PCR will strive to minimize this delay once we are authorized to proceed with these out-of-scope tasks.

Summary

The total cost for the amendment items identified above is $51,452. When added to our original contract amount of $188,370, the overall contract amount would increase to a new total of $239,822. Other than these changes to our scope of work, the terms and conditions in our original agreement and scope of services remain in full force and effect. Should you have any questions or require additional information please feel free to contact me at (626) 204-6170.

Sincerely,

PCR SERVICES CORPORATION

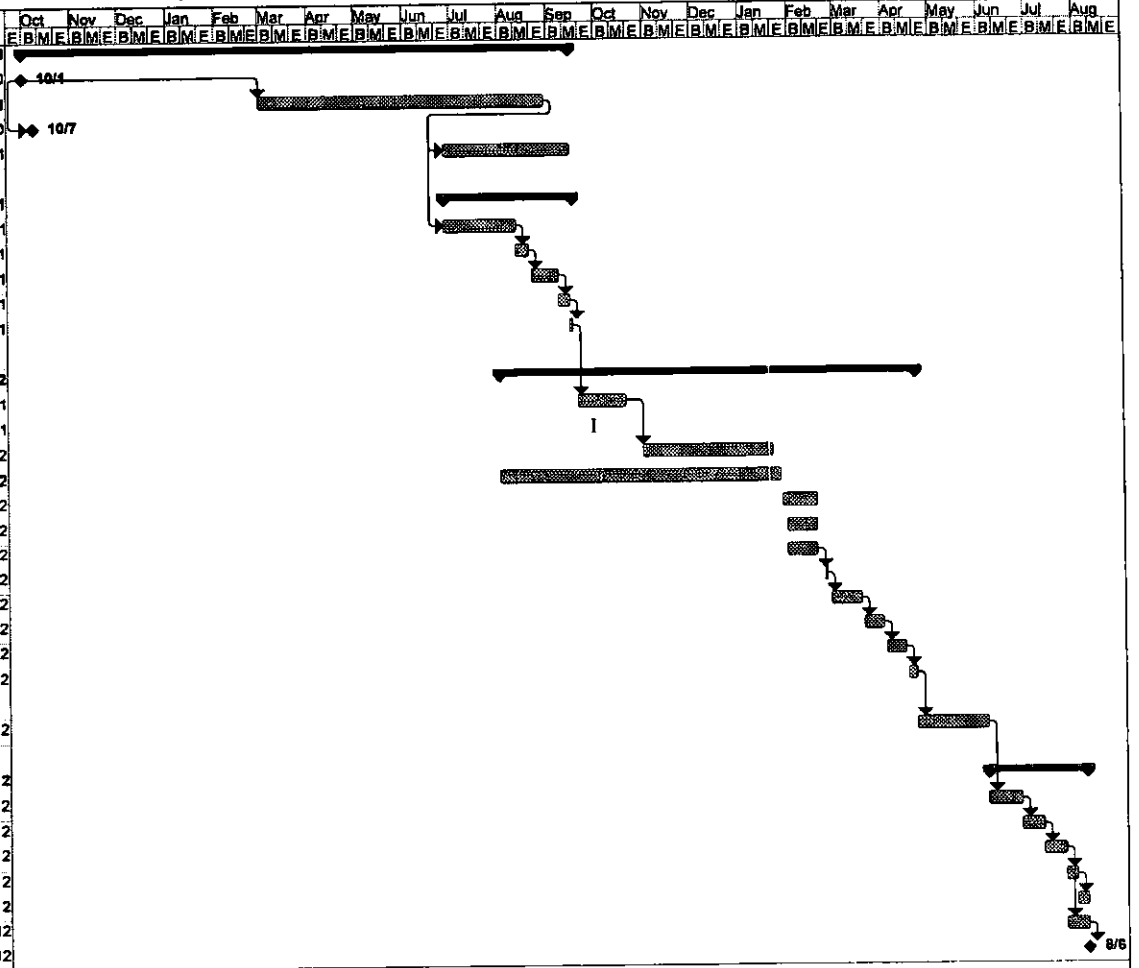
Anne Doehne
Associate Principal

ATTACHMENT #2 TO PCR CONTRACT AMENDMENT:

AMENDED ENVIRONMENTAL REVIEW SCHEDULE

Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Facility Project
Environmental Review Schedule
January 19, 2012

ID	Task Name	Duration	Start	Finish
1	**Project Start-Up**	**249 days**	**Fri 10/1/10**	**Wed 9/14/11**
2	Authorization To Proceed	0 days	Fri 10/1/10	Fri 10/1/10
3	Information to PCR	130 days	Tue 3/1/11	Mon 8/29/11
4	Initial Meeting	0 days	Thu 10/7/10	Thu 10/7/10
5	Project Description	58 days	Mon 6/27/11	Wed 9/14/11
6				
7	**Prepare NOP/Initial Study**	**60 days**	**Mon 6/27/11**	**Fri 9/16/11**
8	Draft NOP/Initial Study	34 days	Mon 6/27/11	Thu 8/11/11
9	1st County Review	6 days	Fri 8/12/11	Fri 8/19/11
10	2nd Draft	13 days	Mon 8/22/11	Wed 9/7/11
11	2nd County Review	5 days	Thu 9/8/11	Wed 9/14/11
12	Finalize and Distribute NOP/Initial Study	2 days	Thu 9/15/11	Fri 9/16/11
13				
14	**Prepare Draft EIR**	**190 days**	**Mon 8/1/11**	**Fri 4/20/12**
15	NOP Circulation Period	30 edays	Tue 9/20/11	Thu 10/20/11
16	Public Scoping Meeting	1 day	Thu 9/29/11	Thu 9/29/11
17	Prepare 1st Administrative Draft	60 days	Mon 10/31/11	Fri 1/20/12
18	Hydrology Tech Report	128 days	Mon 8/1/11	Wed 1/25/12
19	Biology Tech Report	16 days	Fri 1/27/12	Fri 2/17/12
20	Archaeology Tech Report	15 days	Mon 1/30/12	Fri 2/17/12
21	Historic Tech Report	15 days	Mon 1/30/12	Fri 2/17/12
22	Submit 1st Draft to County	1 day	Thu 2/23/12	Thu 2/23/12
23	County Review of 1st Draft	15 days	Mon 2/27/12	Fri 3/16/12
24	Prepare 2nd Administrative Draft	10 days	Mon 3/19/12	Fri 3/30/12
25	County Review 2nd Draft	10 days	Mon 4/2/12	Fri 4/13/12
26	Finalize and Distribute Draft EIR	5 days	Mon 4/16/12	Fri 4/20/12
27				
28	**Public Review of Draft EIR**	45 edays	Fri 4/20/12	Mon 6/4/12
29				
30	**Prepare Final EIR**	**45 days**	**Tue 6/5/12**	**Mon 8/6/12**
31	Prepare 1st Draft Response to Comments/	15 days	Tue 6/5/12	Mon 6/25/12
32	County Review of 1st Draft	10 days	Tue 6/26/12	Mon 7/9/12
33	Prepare 2nd Draft	10 days	Tue 7/10/12	Mon 7/23/12
34	County Review of 2nd Draft	5 days	Tue 7/24/12	Mon 7/30/12
35	Finalize Final EIR	5 days	Tue 7/31/12	Mon 8/6/12
36	Prepare Findings/Resolutions	10 days	Tue 7/24/12	Mon 8/6/12
37	**Distribute Final EIR/Findings**	0 days	Mon 8/6/12	Mon 8/6/12



Project: Crystal Geyser Roxane EIR Sc
Date: Thu 1/19/12

Task	External Tasks	Manual Task	Finish-only		
Split	External Milestone	Duration-only	Progress		
Milestone	Inactive Task	Manual Summary Rollup	Deadline		
Summary	Inactive Milestone	Manual Summary			
Project Summary	Inactive Summary	Start-only			

AGREEMENT BETWEEN COUNTY OF INYO
AND PCR Services Corporation (PCR0
FOR THE PROVISION OF Environmental Review/Processing **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the env. review/processing services of PCR Services Corporation (PCR) of Irvine, CA (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from March 1, 2011 to March 1, 2013 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed $188,370.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant 's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or

are the result, product, or manifestation of, Consultant 's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS.

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

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

2. ~~Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).~~ (SEE AMENDMENT, NEXT PAGE)

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable): $1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $ 300,000.00 per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of California.

4. Employer's Liability: $1,000,000.00 policy limit bodily injury by disease, $1,000,000.00 each employee bodily injury by disease.

5. Errors and Omissions Liability: $1,000,000.00 per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work

Insurance

Paragraph 6.A.2 (Page 4 of MSA) – see suggested strikeout and revision

2. ~~Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).~~ *Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 9 (Non-Owned Autos), which applies to personal vehicles in business use and leased/rented vehicles. Contractor does not own any automobiles and will not acquire any automobiles for this contract. Therefore, Code 1 (any auto) does not apply.*

or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy (CG 20 10 11 85).

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

F. Verification of Coverage. Consultant shall furnish the County with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the County unless the insurance company will not use the County's forms. All endorsements are to be received and approved by the County before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the County's forms, the Consultant's insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

G. Waiver of Subrogation. Consultant hereby agrees to waive subrogation, which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

9. STATUS OF CONSULTANT .

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

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

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

C. Consultant, its agents, officers, and employees are, and at all times during the term of this

D. Agreement shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

Consultant shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising from the performance of this Agreement and arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of the Consultant, or Consultant's agents, officers, or employees. Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Consultant's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any negligence, recklessness or willful misconduct of the Consultant, its agents, employees, supplier, or of any one directly or indirectly employed by any of them, or anyone for whose negligence, recklessness or willful misconduct any of them may be liable.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

17. CONFIDENTIALITY.

Consultant agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County.

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any 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, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo:
Tanda Gretz — Name
P.O. Drawer L — Street
Independence, CA 93526 — City and State

Consultant :
PCR Services Corporation (PCR) — Name
One Venture, Suite 150 — Street
Irvine, CA 92618 — City and State

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND PCR Services Corporation (PCR)
FOR THE PROVISION OF Environmental Review/Processing **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 2nd DAY OF February, 2011.

COUNTY OF INYO

By: _____

Dated: 2-22-11

CONSULTANT

By: _____
Signature

Gregory J. Broughton
Print or Type Name

Dated: January 17, 2011

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND PCR Services Corporation (PCR)
FOR THE PROVISION OF Environmental Review/Processing **SERVICES**

TERM:

FROM: March 1, 2011 **TO:** March 1, 2013

SCOPE OF WORK:

See Attached "Scope of Work" (8 pages)

SCOPE OF WORK

PCR will complete the environmental review process for the project through preparation of an EIR with the County of Inyo as the Lead Agency. The scope of work includes preparation of an Initial Study, Draft EIR, Final EIR (inclusive of responses to comments and an MMRP), and related notices, findings and resolutions. Preparation of the EIR will include Biological and Cultural Resource technical appendices prepared by PCR and traffic and groundwater technical appendices prepared by LSC and RCS, respectively. The scope of work also includes meetings and coordination with the County as described further below. PCR will rely on previous studies regarding the project site to provide efficiency in document preparation; and expects the County to provide such studies that is has available. Further, it is assumed that the project applicant will provide information to support the preparation of the EIR, including but not necessarily limited to: A detailed project description, a description of the construction program (construction equipment and durations of use), amounts of cut/fill material, information regarding the proposed infrastructure features inclusive of the proposed design of the engineered leach mound system and drainage system.

The table below lists the tasks required for the timely completion of the environmental review process. Following the table is a description of each of these separate tasks.

Task	Task Description
1	Collect Data/Prepare Project Description
2	Prepare Initial Study Package and Prepare and Circulate Notice of Preparation/Notice of Public Scoping Meeting
3	Prepare and Distribute Draft EIR
4	Prepare and Distribute Final EIR
5	Meetings and Management/Coordination

Task 1: Collect Data/Prepare Project Description

Upon project start-up, PCR will meet with the County to review data needs, discuss specific issues of concern, and the project schedule. As part of this process, PCR will review previous studies and environmental documentation that have been prepared for the project and/or the nearby project setting and identify new and/or updated information that is needed. PCR will prepare a memo that identifies additional information needed to proceed. Upon receipt of necessary project information identified on our data needs list, PCR will prepare a draft Project Description for County review. PCR assumes that two review iterations of the Project Description will be required.

Products

- Data Needs List
- First Draft of Project Description
- Final Project Description for use with Initial Study

Task 2: Prepare Initial Study Package and Prepare and Circulate Notice of Preparation/Notice of Public Scoping Meeting

After project initiation, PCR will prepare an Initial Study package consisting of a Project Description, CEQA checklist and EIR determination, Explanation of Checklist Items, and Notice of Preparation (NOP). The Initial Study checklist and Explanation of Checklist Determinations will identify issues that will be analyzed in the EIR and substantiate why other issues will not require further study. The evaluation will address the 18 broad environmental topics identified in CEQA Guidelines, Appendix G. For each environmental issue, it will be determined whether the project would result in no impact, a less than significant impact, a less than significant impact with mitigation or a potentially significant impact. The EIR will address in detail the issues for which a potentially significant impact is identified. Based on our current understanding of the project PCR believes that certain environmental issues can be scoped out of detailed analysis in the EIR. These topics will be fully addressed in the Initial Study, with a summary of related impacts in the Draft EIR.

Once drafted, PCR will submit the Initial Study package to the County for review; and prepare a revised package for review. Included in such revisions may be modifications to the list of environmental issues to be discussed in the

Draft EIR, which cause changes to the scope of services described below. PCR assumes that two rounds of County review and PCR revision will be required, with PCR providing a proof copy of the document for final sign-off by the County.

PCR will need assistance from the County in coordinating the scoping meeting location and associated mailing list. PCR will distribute the NOP/Notice of Public Scoping meeting to begin the 30-day public comment period. During the NOP comment period, the Initial Study will also be made available by County staff for public review.

Products

- Initial Study Package for County Review
- Final Initial Study Package– Electronic submittal and 20 hard copies and CD's
- Draft Notice of Preparation/Notice of Public Scoping Meeting
- Final Notice of Preparation/Notice of Public Scoping Meeting

Task 3: Prepare and Distribute Draft EIR

PCR will prepare a Draft EIR that will analyze the project's potential environmental impacts. The Draft EIR will include all statutory sections required by CEQA, including a summary, project description, environmental setting, and impact analyses for each environmental issue to be addressed that will include mitigation measures and an analysis of cumulative effects. The analyses will address both direct and indirect impacts. The EIR will also address areas of controversy, effects found not to be significant, growth inducement, alternatives, significant irreversible environmental effects, significant and unavoidable environmental effects, references, and organizations and persons consulted. PCR assumes that up to three (3) alternatives, including a No Project Alternative as required under CEQA, will be addressed in the Draft EIR.

The final set of environmental topics addressed in the Draft EIR will be determined by the Initial Study and may include additional topics based on comments received during the NOP comment period. Based on PCR's understanding of the development and our long-standing experience preparing EIRs, we anticipate that the Draft EIR will analyze the following:

- Aesthetics/Visual Resources (Aesthetics, Views, and Light)
- Air Quality
- Global Climate Change
- Biological Resources
- Cultural Resources (Archeological, Paleontological, and Historic)
- Hydrology/Water Quality
- Land Use/Planning
- Noise
- Transportation/Traffic (Traffic, Traffic Safety and Access)

The analytic approach and scope for each of the environmental issues is presented below.

Aesthetics

The aesthetics analysis will include an evaluation of potential impacts associated with aesthetic resources, views, and artificial lighting. The analysis will describe the visual quality of the site and existing views of the Sierra and White-Inyo Mountains that are available from Route 395, as well as relevant regulations and policies. While not designated as a scenic highway, Route 395 does provide scenic views to travelers through the valley. The aesthetics resources component will evaluate the change to the character of the project site, and the view component will address the impacts on the scenic views. The lighting analysis will address potential changes in the night-time appearance of the project site and potential effects on any light sensitive uses.

Air Quality

The air quality analysis will be conducted by PCR's in-house specialists. It will consist of the following discussions and analyses: (1) regulatory setting; (2) existing environmental conditions, such as ambient air quality and identification of nearby sensitive receptors; (3) thresholds of significance; (4) qualitative analysis of construction impacts in accordance with the Great Basin Unified Air Pollution Control District guidelines; (5) analysis of direct and indirect operational criteria pollutant emissions (volatile organic compounds, oxides of nitrogen, carbon monoxide, particulate matter, PM10 and PM2.5, and sulfur oxides); (6) identification of mitigation measures, as warranted; (7) qualitative assessment of potential impacts from odors and toxic air contaminants during construction and operation; and (8) assessment of the project's consistency with applicable State Implementation Plans (SIP).

Global Climate Change

PCR will prepare a Greenhouse Gas (GHG) section pursuant to new guidelines from the Governor's Office of Planning and Research, effective as of March 18, 2010, which recommends such sections and which provides two new Initial Study checklist questions to be used in analyzing potential impacts from GHGs. In general, the guidelines allow Lead Agencies to determine if a quantitative or qualitative analysis is most appropriate, and to establish specific significance criteria. Since the County does not have approved numeric thresholds, PCR is proposing a qualitative analysis that discusses the reduction strategies of the Climate Action Team for reducing GHG, and the project's relationship to those actions. The EIR will include discussion on the (1) regulatory setting; (2) existing conditions; and (3) project design features (such as LEED certification) which support the State's GHG reduction goals, and the relationship of the project to attainment of the goals.

Biological Resources

The biological resources assessment will make maximum use of prior studies conducted on the ranch in the late 1980s with the incorporation of information made available in region-wide data bases since that time. Following the review of such information a field visit will be conducted at the approximately 13 acre project site for the purpose of verifying and supplementing existing information. The analysis will be comprehensive; however, focus will be placed on sensitive species and habitats and other regulated resources found or having the potential to occur on site. In particular, the status of the Owens tui chub, the Owens Valley vole, and Owens Valley checkerbloom will be determined on-site. The analysis will include information on: the methods used to prepare the assessment; baseline conditions; potential direct, indirect and cumulative impacts from the project; the

formulation of mitigation measures which will reduce impacts to less than significant; and the findings for potentially significant unavoidable adverse impacts (if any). No focused surveys are anticipated at this time.

Cultural Resources (Archaeological, Paleontological, and Historic)

PCR will provide an evaluation of the historic, archaeological (sites and isolates), and paleontological resources that are present on the project site, and, if necessary, recommend mitigation measures to address significant impacts. The work will draw on previous archeological survey work at the project site to the extent feasible. However, additional technical study is necessary to meet CEQA guidelines. A cultural resources technical report will be included as an Appendix to the Draft EIR and summarized in the EIR section. New technical work to be performed by PCR includes updating the previously performed archaeological and sacred lands data base searches (including a new follow-up Native American consultation), doing a paleontological resources search and performing intensive-level pedestrian surveys of the site by a qualified archeologist and architectural historian. The surveys will identify whether or not there are buildings/structures or historic agricultural/ranch features over 45 years in age present, or whether new archeological resources have become exposed. If new archeological or historical resources are found eligible for federal, state or local listing, PCR will notify the County immediately, and if requested/authorized, PCR will perform necessary further work to evaluate and document the newly identified resources through an amended scope of work. Such work would include assessment of related impacts, mitigation measures, and preparation of documents required to demonstrate compliance with cultural resource regulations.

Hydrology/Water Quality

The hydrological/water quality analysis will be based on a Technical Study that will be prepared by RCS. The technical study be included as an Appendix to the EIR, and summarized in the Environmental Analyses section. The study will include data collection and review of all pertinent information available, a field reconnaissance/well canvass, and data analyses that address the following topics: groundwater geology, water levels, water quality, aquifer and well characteristics, pumping rates and volumes, and a theoretical drawdown calculation to indicate the potential amount of water level draw-down interference that might be induced in nearby offsite wells. PCR understands that the project applicant is currently performing pump tests, and that the results of those tests will be made available to support this analysis.

Land Use

The analysis of land use impacts will evaluate the project's consistency with existing land use plans and zoning, and its relationship to surrounding uses and nearby populations in Cartago and Olancha. The analysis will address expected zoning and conditional use changes as they relate to the County zoning regulations and the General Plan.

Noise

PCR staff will evaluate potential noise impacts associated with construction activities and operation of the proposed project. The scope of services for the noise analysis will include the following: (1) survey noise-sensitive land uses, existing noise sources, and features affecting noise transference in the project area; (2) identify and describe relevant local plans, regulations, ordinances, criteria, and guidelines associated with noise; (3) review the

project construction schedule and equipment to estimate construction related noise levels (qualitative analysis) at the adjacent noise sensitive uses; (4) evaluate project operational noise from project related vehicular traffic, outdoor mechanical equipment (HVAC), and parking facilities; (5) provide a qualitative analysis of vibration impacts associated with use of heavy-duty equipment during construction of the project; and (6) identify potential mitigation measures where feasible. Vehicular noise impacts will be assessed based on data from the project Traffic Study using computer noise prediction models that incorporate Federal Highway Administration (FHWA) traffic noise model (FHWARD-77-108).

Traffic/Transportation

The traffic section of the Draft EIR will be based on a Traffic Study to be prepared by LSC that will be included as an Appendix to the Draft EIR. A detailed proposal for the preparation of the Traffic Study is included as Appendix C. As described therein, the analysis will address the following issues: (1) The project's percent impact on traffic volumes on Route 395, (2) Level Of Service (LOS) impacts for the site access intersections per methodologies presented in the Highway Capacity Manual, (3) Site access issues, e.g. potential need for turn lanes, and sight distance at the site access points; and (4) If required, potential mitigation measures will be identified and assessed. If mitigation is required, the analysis will evaluate the project phase (trip generation level) that triggers such mitigation. Route 395 is currently planned for widening by Caltrans from two to four lanes adjacent to the project site with under one of four alternative designs under consideration. The proposed project has identified two possible access points subject to the final Caltrans design. Therefore, the scope of work for the traffic analysis will address the full range of scenarios regarding Route 395 alternative designs (including the no project) and the project's access design. In addition, the EIR will indicate any potential effects of construction on travel conditions, and if necessary propose a construction management program as mitigation for construction impacts.

Submittals

PCR will submit a Screencheck Draft EIR to the County for review. We anticipate two rounds of County comments prior to providing a proof copy to the County for final sign-off. Upon approval of the proof copy by the County, PCR will produce the Draft EIR and prepare a Notice of Completion and a Notice of Availability. PCR will assist in the distribution of the Draft EIR to a list of agencies, organizations and individuals agreed to by the County. PCR understands that the County will post notices with the County Clerk and Inyo Register. PCR will also prepare files for posting the Draft EIR on the County's website and produce CDs of the Draft EIR for County distribution.

Products

- First Screencheck Draft EIR for County Review
- Second Screencheck Draft EIR for County Review
- Proof Copy of Draft EIR
- Hard Copies of Draft EIR – (35 copies of main report and five sets of Appendices)
- CDs containing Draft EIR
- File of Draft EIR for County Website
- Notice of Availability
- Notice of Completion

Task 4: Prepare and Distribute Final EIR

After circulation of the Draft EIR, PCR will coordinate with the County to obtain all public comments. PCR will review the comments and meet with the County to discuss issues raised and establish an approach for responding to comments. After such consultation, PCR will prepare a Screencheck Final EIR. The Screencheck Final EIR will include: a summary of the project and its associated impacts; corrections and additions to the Draft EIR; a list of persons, organizations, and public agencies commenting on the Draft EIR; comments submitted regarding the Draft EIR and responses prepared to address those comments; copies of the Draft EIR comment letters; and a Mitigation Monitoring and Reporting Program. PCR assumes that comments from two rounds of County review will be incorporated into the Screencheck Final EIR prior to submitting the document to the County for final sign-off. PCR can only speculate as to the extent of public comment regarding the Draft EIR. As discussed in the Proposed Fees section below, PCR has assigned allowances for responding to these comments.

Once the County approves the Final EIR, PCR will assist the County with distribution of the Final EIR to the appropriate agencies and organizations, including those agencies that commented on the Draft EIR and to appropriate libraries. PCR will also prepare a Notice of Completion to be sent along with copies of the Final EIR to the State Clearinghouse and County Clerk. As with the Draft EIR, PCR will prepare electronic files for posting of the document to the County website and will prepare CDs of the Draft EIR for distribution by the County. PCR will also prepare and distribute a Notification of Final EIR Review Locations to a list agreed to by the County. This notice will state the libraries where the Final EIR is available for review and the address for review of the Final EIR on the County website. Ten days after the Final EIR is sent to commenting agencies, public hearings regarding the project can commence. PCR will also prepare Findings if required and prepare Resolutions. PCR understands that the County will file the Notice of Determination with the County Clerk. This notice will start a 30-day statute of limitations with regard to approval of the project and certification of the Final EIR.

Products

- First Screencheck Final EIR for County Review
- Second Screencheck Final EIR for County Review
- Final EIR for Public Distribution – 20 hard copies, electronic file and CDs
- Notice of Completion
- Notice of Final EIR Review Locations
- Notice of Determination
- Findings/Resolutions

Task 5: Meetings and Management Coordination

The precise number of meetings required to complete the environmental review process for the project cannot be determined at this time. PCR has assumed that monthly teleconferences will be held, with on-going phone contact and e-mail correspondence as needed. PCR understands the importance of keeping County staff informed of project status on a regular basis, and critical issues to be resolved while also confirming key assumptions and documentation needs. In addition, PCR expects to meet personally with the County and has included costs below for 45 hours of management/coordination and up to six meetings/hearings (start-up meeting, scoping meeting, response to public comment

strategy meeting, and three public hearings). Additional meetings can be attended on a time and materials basis.

Task 6: Subconsultants – Traffic Analysis, Hydrology/Water Quality Studies

PCR will rely on sub-consultants to prepare Traffic and Hydrology/Water Quality studies – LSC and RCS, respectively. Both subconsultants will prepare independent technical studies that will be attached to the EIR as appendices, and that will be summarized in the respective topical areas of the EIR. The key focus of the two technical studies is noted in the EIR contents described above. The more detailed proposals for the two studies are attached as Appendix C.

SCHEDULE

PCR is accustomed to working with agencies to meet their schedule needs including tight time schedules. On an aggressive time schedule, the EIR process could be completed in approximately 9 months from authorization to proceed and receipt of necessary project information. PCR will commit the necessary resources to ensure the preparation of the EIR and related environmental documents within the desired time frame. The time durations and milestones for such a schedule are reflected in the program schedule included as Appendix B, below. This time frame would provide about two weeks for start-up and preparation of the Project Description and completion of the Initial Study and NOP within about 6 weeks from the start of work. A Draft EIR could be completed within about 6 months from the start of work activities. The public review period would be 1.5 months and the preparation of the Final EIR might be approximately 1.5 months if the level of public comment is not substantial.

However, this schedule could require more time subject to a number of conditions. Foremost among these is potential weather conflicts in performing project activities, e.g., performing traffic counts or holding a public scoping meeting. Other items that can affect project schedule typically include changes to the Project Description that occur after it has been drafted, project information that is needed from the project Applicant that is not available or complete, comments greatly exceed anticipated level, or if changes in the scope occur. PCR will use a number of devises to facilitate meeting the schedule such as working with limited information to the extent feasible, using phased submittal of EIR sections, anticipating likely public comments during preparation of the Draft EIR and incorporating text into the Draft EIR that can be referenced when preparing the Final EIR, preparing general comment responses for commonly repeated comments, and fast-tracking preparation of many Final EIR components during the public review period. If any situations arise where the schedule is nonetheless delayed, PCR will notify the County at the earliest point possible.

PCR 2010 BILLING RATES & EXPENSE CHARGES

Professional Time

Environmental Planning & Documentation

President	$270.00
Director/Principal	$198.00
Principal	$180.00
Associate Principal	$162.00
Principal Planner	$144.00
Senior Planner II	$131.00
Senior Planner I	$117.00
Planner	$104.00
Associate Planner	$90.00
Assistant Planner	$77.00
Technician	$63.00
Intern	$50.00

Biological Services

Principal/Director	$225.00
Associate Principal	$162.00
Principal Biologist	$144.00
Senior Biologist II	$131.00
Senior Biologist I	$117.00
Biologist	$104.00
Associate Biologist	$90.00
Assistant Biologist	$77.00
Technician	$63.00
Intern	$50.00

Air Quality, Climate & Acoustics

Director	$162.00
Principal Engineer/Scientist	$144.00
Senior Engineer/Scientist II	$131.00
Senior Engineer/Scientist I	$117.00
Engineer/Scientist	$104.00
Associate Engineer/Scientist	$90.00
Assistant Engineer/Scientist	$77.00
Technician	$63.00
Intern	$50.00

Historic Resources

Director	$162.00
Principal Historian	$144.00
Senior Historian II	$131.00
Senior Historian I	$117.00
Historian	$104.00
Associate Historian	$90.00
Assistant Historian	$77.00
Technician	$63.00
Intern	$50.00

Archeological & Paleontological Resources

Director	$162.00
Principal Archaeologist/Paleontologist	$144.00
Senior Archaeologist/Paleontologist II	$131.00
Senior Archaeologist/Paleontologist I	$117.00
Archaeologist/Paleontologist	$104.00
Associate Archaeologist/Paleontologist	$90.00
Assistant Archaeologist/Paleontologist	$77.00
Archaeological/Paleontological Technician	$63.00
Intern	$50.00

Support

Senior GIS Specialist/Senior Graphics	$104.00
GIS Specialist	$81.00
Graphics Specialist	$81.00
Publications Specialist	$72.00
Production Specialist	$72.00

Direct Expenses

Direct expenses will be billed at 110 percent of actual cost, including but not limited to:

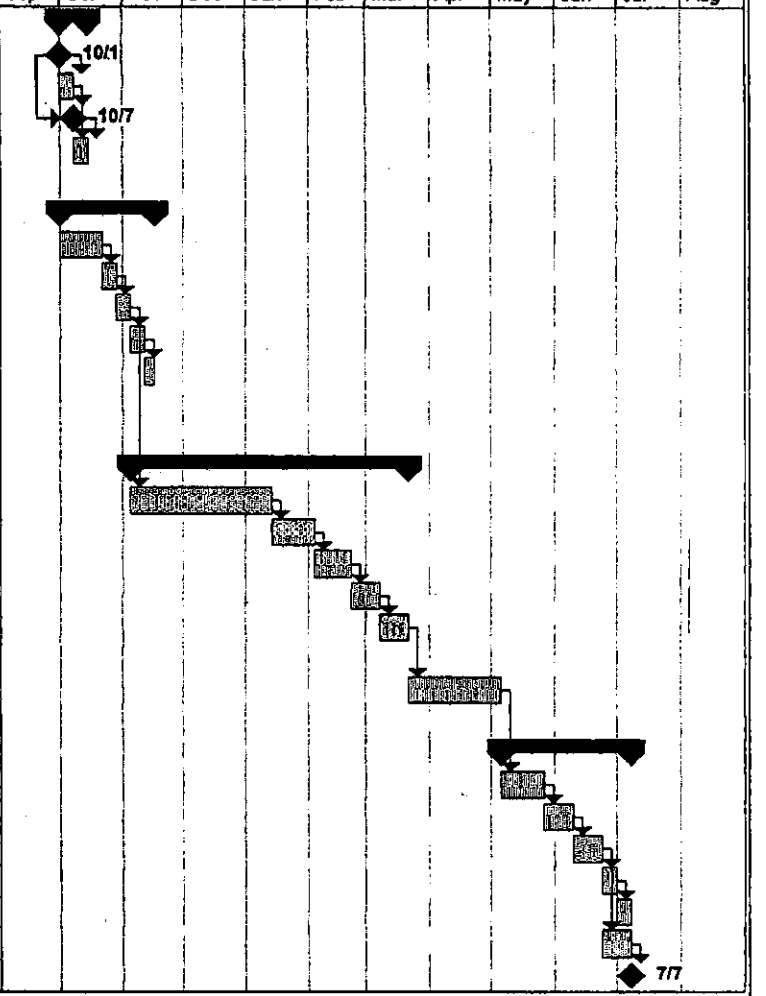
- Retention of subcontractors.
- Purchase or rental of project materials and special supplies.
- Reproduction, printing and photographic costs.
- Postage, delivery, telephone and other communication costs when requested or approved by client.
- Project-related mileage necessarily incurred at the prevailing IRS Standard Mileage Rates.

Billing Terms

- Unless other contractual terms are agreed upon, PCR invoices on a monthly basis and expects payment 30 days from date of invoice.
- PCR's scheduling commitments are made and taken seriously. However, PCR reserves the right to modify performance schedules in instances where payment of PCR invoices falls behind agreed-upon terms.
- PCR recalibrates its billing rates for professional time at the beginning of each calendar year and reserves the right to raise its billing rates for one or more professional categories by no more than 5 percent twelve months following project initiation.

Appendix B – Illustrative Schedule

ID	Task Name	Duration	Start	Finish
1	**Project Start-Up**	10 days	Fri 10/1/10	Thu 10/14/10
2	Authorization To Proceed	0 days	Fri 10/1/10	Fri 10/1/10
3	Information to PCR	6 days	Fri 10/1/10	Thu 10/7/10
4	Initial Meeting	0 days	Thu 10/7/10	Thu 10/7/10
5	Project Description	5 days	Fri 10/8/10	Thu 10/14/10
6				
7	**Prepare NOP/Initial Study**	33 days	Fri 10/1/10	Tue 11/16/10
8	Draft NOP/Initial Study	15 days	Fri 10/1/10	Thu 10/21/10
9	1st County Review	5 days	Fri 10/22/10	Thu 10/28/10
10	2nd Draft	5 days	Fri 10/29/10	Thu 11/4/10
11	2nd County Review	5 days	Fri 11/5/10	Thu 11/11/10
12	Finalize and Distribute NOP/Initial Study	3 days	Fri 11/12/10	Tue 11/16/10
13				
14				
15	**Prepare Draft EIR**	97 days	Fri 11/5/10	Mon 3/21/11
16	Prepare 1st Administrative Draft	50 days	Fri 11/5/10	Thu 1/13/11
17	County Review of 1st Draft	15 days	Fri 1/14/11	Thu 2/3/11
18	Prepare 2nd Administrative Draft	12 days	Fri 2/4/11	Mon 2/21/11
19	County Review 2nd Draft	10 days	Tue 2/22/11	Mon 3/7/11
20	Finalize and Distribute Draft EIR	10 days	Tue 3/8/11	Mon 3/21/11
21				
22	**Public Review of Draft EIR**	45 edays	Mon 3/21/11	Thu 5/5/11
23				
24	**Prepare Final EIR**	45 days	Fri 5/6/11	Thu 7/7/11
25	Prepare 1st Draft Response to Comment	15 days	Fri 5/6/11	Thu 5/26/11
26	County Review of 1st Draft	10 days	Fri 5/27/11	Thu 6/9/11
27	Prepare 2nd Draft	10 days	Fri 6/10/11	Thu 6/23/11
28	County Review of 2nd Draft	5 days	Fri 6/24/11	Thu 6/30/11
29	Finalize Final EIR	5 days	Fri 7/1/11	Thu 7/7/11
30	Prepare Findings/Resolutions	10 days	Fri 6/24/11	Thu 7/7/11
31	**Distribute Final EIR/Findings**	0 days	Thu 7/7/11	Thu 7/7/11



Project: Crystal Geyser Roxane EIR S
Date: Thu 8/26/10

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND PCR Services Corporation (PCR)
FOR THE PROVISION OF Environmental Review/Processing **SERVICES**

TERM:

FROM: March 1, 2011 **TO:** March 1, 2013

SCHEDULE OF FEES:

* Total Fee: $188,370.00
* Invoices to be submitted monthly, based on percent complete per task and per the attached PCR Billing Rates & Expense Charges

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND PCR Services Corporation (PCR)
FOR THE PROVISION OF Environmental Review/Processing **SERVICES**

TERM:

FROM: March 1, 2011 **TO:** March 1, 2013

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

* Contractor shall receive per diem at the following rates: If staying overnight in Inyo County, the standard rate is $46.00 per day for per diem (meals and incidentals). Hotel costs are reimbursed at actual cost, no to exceed $150.00 per night. Travel will be reimbursed at the IRS standard rate. All reimbursable expenses require dated receipt.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND PCR Services Corporation (PCR)
FOR THE PROVISION OF Environmental Review/Processing **SERVICES**

TERM:

FROM: March 1, 2011 **TO:** March 1, 2013

FORM W-9

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

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
PCR Services Corporation

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
233 Wilshire Boulevard, Suite 130

Requester's name and address (optional)

City, state, and ZIP code
Santa Monica, CA 90041

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
95 4068402

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ December 9, 2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

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

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

BOARD OF SUPERVISORS PACKET

ATTACHMENT #2

(CONTRACT AMENDMENT FOR CG ROXANE)

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND CG ROXANE LLC FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and CG Roxane LLC (hereinafter referred to as Applicant) have entered into an Agreement for the provision of environmental review and processing services dated February 22, 2011 on County of Inyo Standard Contract No. 165 for the term from March 1, 2011 to March 1, 2013.

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

WHEREAS, County and Applicant do desire to consent to further amend such Agreement as set forth below.

County and Applicant hereby amends such Agreement as follows:

- Increase the Deposit/Payment to County and Contractors amount in Section 3, Subsection D, to $345,170.00
- Amend Attachment A to include the Scope of Work in Attachment #1

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND C.G. ROXANE LLC FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

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

COUNTY

By:_____

Dated:_____

APPLICANT

By: _____
Page Beykpour

Dated: 1/20/12

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND C.G. ROXANE LLC FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

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

COUNTY	**APPLICANT**
By:_____	By: _____ Page Beygpour
Dated:_____	Dated: 1/20/12

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

ATTACHMENT #1 TO CG ROXANE CONTRACT AMENDMENT:

AMENDED SCOPE OF WORK

(PCR letter dated January 12, 2012)

January 12, 2012

Ms. Tanda Gretz, Senior Planner
INYO COUNTY PLANNING DEPARTMENT
P.O. Drawer L
Independence, California 93526

RE: REVISED AMENDMENT NO. 1 – CRYSTAL GEYSER ROXANE CABIN BAR RANCH WATER BOTTLING FACILITY PROJECT EIR

Dear Ms. Gretz:

PCR Services Corporation (PCR) is submitting this amendment to our Agreement with Inyo County for the provision of environmental review/processing services (Agreement), in association with preparation of an Environmental Impact Report (EIR) for the Crystal Geyser Roxane Cabin Bar Ranch Bottling Facility project (CGR Project). As we have discussed on the phone and communicated in earlier letters, additional funds are necessary for initial data collection and preparation of the Project Description, general project management, and evaluation of project impacts on biological resources, archaeological resources, and historic resources.

The out-of-scope work efforts and associated costs are described on the following pages.

TASK 2: INITIAL STUDY/NOP

The generation of an accurate Project Description for use in CEQA documentation, originally anticipated to require one information request memorandum and to take place over a period of approximately two weeks, required numerous information exchanges and took place across an approximate 2.5-month period to the issuance of the first Project Description, a six-month period to the issuance of the Initial Study.

TASK 6: PROJECT MANAGEMENT

PCR's original scope of work included an allowance for this task as the actual needs and costs could not be accurately predicted at that time. This out-of-scope effort totaled approximately 30 hours of Project Manager and staff planner labor.

TASK 3: DRAFT EIR

BIOLOGICAL RESOURCES

Detailed scopes are provided below addressing the proposed survey of the additional project area and performance of a jurisdictional delineation in response to CDFG and Lahontan RWQCB NOP comments.

Conduct Biological Survey, Habitat Assessment, and Vegetation Mapping

PCR will perform a biological survey and habitat assessment of the added project site area to identify sensitive plant communities and/or the presence of habitats that could support sensitive, endangered, or threatened plant and wildlife species. A vegetation map of the added project site area will be prepared in the field with the use of a current aerial photograph and topographic map to determine the presence and extent of each plant community on-site. At the conclusion of the field mapping, the plant communities will be digitized using Geographic Information System (GIS) technology and the extent of each plant community will be calculated for use in the Biological Resources Section of the project EIR.

- This task does not include focused surveys for sensitive plant and wildlife species.

Conduct Jurisdictional Delineation

PCR biologists and regulatory/environmental scientists will perform a detailed analysis of any and all wetlands and "waters of the U.S."/"waters of the State" within the project site that would be subject to the jurisdiction of the U.S. Army Corps of Engineers (ACOE), RWQCB, and/or the CDFG.

The findings will include a map illustrating the location, extent, and acreage of all jurisdictional waters (including soil pit locations, if applicable); the field data sheets which will include information on soils, vegetation, and hydrology; a brief discussion of the relative quality of each stream or wetland; and an approximation of duration of surface flow (i.e., ephemeral, intermittent, or perennial).

- It should be noted that a jurisdictional delineation is considered valid for five years, once validated by the ACOE (typically through a site visit). It is

recommended, therefore, that a permit application be submitted within five years of ACOE validation. Once permits have been applied for and issued by the RWQCB, CDFG, and ACOE, the agencies generally allow for an extension of the permits to allow for phased or delayed project implementation.

These tasks will begin upon approval of this amendment and issuance of Notice to Proceed by the County, and will be completed within approximately two (2) weeks, excluding holidays and provided weather conditions are suitable. This scope assumes PCR has the appropriate electronic files (i.e., AutoCAD or shape files) for preparing survey and delineation maps. If Crystal Geyser has flown new aerial photos since the Scoping Meeting in late September, please provide those for PCR's use; otherwise, PCR will use the aerials already in its possession.

ARCHAEOLOGICAL RESOURCES

Phase I and Phase II assessments are required to be conducted as part of the environmental review process. PCR's eligibility determinations (and any resulting mitigation, if warranted) will require review and approval by the County as lead agency. If CBR-S-2 is found not to be eligible, no additional action is necessary beyond formally recording the resource, since impacts on a non-eligible resource are not considered a significant impact on the environment (construction monitoring would likely still be recommended, however).

If CBR-S-2 is determined eligible, and there are still areas of the resource that have data potential and that will be impacted by the project, then mitigation is required to reduce impacts to less than significant. Mitigation could include complete avoidance (of the entire resource or portions that directly contribute to its eligibility for listing), capping (covering resource with a layer of soil and building on top of it), planning open space that incorporates archaeological sites, or data recovery.

A Phase III Mitigation/Data Recovery Assessment is another common mitigation for impacts on archaeological sites that cannot be avoided, and involves excavation prior to construction of areas with the highest potential to provide useful research data. A Phase III Data Recovery Mitigation plan would also require review and approval by the County as lead agency and could be implemented after the environmental document has been certified, but prior to construction. It should be noted than an Extended Phase I or Phase II Assessment could function as Phase III Data Recovery Mitigation if all areas of the resource that contain data potential are extracted during the excavation of those preliminary assessments.

The Phase I, and, if warranted, Phase II and III assessments described above are necessary to determine whether the proposed project would cause a substantial adverse change in the

significance of an archaeological resource (such as CBR-S-2) pursuant to CEQA §15064.5 and are standard practice in the archaeological consulting industry. They will also limit the possibility of construction being halted for a more in-depth excavation in the area where CBR-S-2 is mapped in the event that artifacts are discovered at that time.

The scope for an Extended Phase I investigation is provided below.

Fieldwork – Shovel Test Probe Excavations

PCR will perform the excavation of a series of Shovel Test Probes (STPs) in the immediate vicinity of CBR-S-2.

- The testing program described above may be modified in the field based on preliminary field conditions and artifact yields.
- If an intact buried archaeological deposit or a concentration of cultural material is encountered during the testing effort, then a subsequent subsurface work program may be recommended in those specific areas to recover or evaluate those resources at an additional cost. It is not possible to determine whether a Phase II Evaluation Assessment is warranted, or to accurately scope that task, until the Extended Phase I Assessment is complete, since Phase II scope and cost are dependent on the findings of the Extended Phase I Assessment.

Laboratory Work - Artifact Processing and Cataloging *(if necessary)*

The artifacts will be collected and brought to PCR's archaeological laboratory in Irvine, California to be processed and cataloged.

- The proposed cost assumes the processing and cataloging of up to 100 artifacts. If no artifacts are recovered, then this task will not be undertaken. Crystal Geyser, in consultation with PCR and the County of Inyo, shall designate a proper archaeological repository that will serve to curate all of the collected material.

Update Cultural Resources Assessment Technical Report

PCR will update the CEQA-level Cultural Resources Assessment technical report with the methods and results of the excavation effort. PCR will provide excavation summary tables and detailed maps displaying the location of the STP units.

Team Coordination

PCR proposes an allowance for coordination between PCR archaeologists and the Applicant and project team, based on our experience with similarly scaled projects.

These tasks will begin upon approval of this amendment and will proceed concurrently, with completion anticipated within approximately three (3) weeks.

HISTORICAL RESOURCES

Through PCR's initial site visit and subsequent research, our architectural historians have become newly aware of the existence of potentially significant historical resources on the project site, including the stone "ruin" at the intersection of Cabin Bar Ranch Road and Highway 395, as well as a history of activities on and adjacent to the project site that may indicate the presence of related physical features on-site.

The following tasks are proposed to evaluate historical resources.

Fieldwork

PCR's Director of Historic Resources will conduct an intensive-level survey of the subject property to investigate the historic archeological features associated with Daneri's Landing, ranching operations, and past occupation.

Site-Specific History

PCR will conduct follow-up research to document prior land uses and early improvements on-site (e.g., stone ruin, Daneri's Landing, two pre-1907 building sites).

Update Historic Resources Assessment Report

PCR's Architectural historians will update the technical report with the additional land ownership history and site investigation results.

TASK 3: PREPARE DRAFT EIR

PCR's planning staff will coordinate with staff biologists, archaeologists, and historians regarding site visits, scope of analysis, and preparation of technical reports, and will summarize the findings of the respective investigations in the Draft EIR.

SCHEDULE

The schedule was last updated and transmitted on September 20, 2011, and projected County review of the 1st Draft EIR beginning on December 12, 2011 and public circulation beginning February 22, 2011. As discussed on the phone on December 5, 2011, because of delays in data collection and preparation of the hydrology analysis by Richard C. Slade & Associates, and the need to complete the investigations proposed in this amendment, it is anticipated that this schedule will slip between four and six weeks. PCR will strive to minimize this delay once we are authorized to proceed with these out-of-scope tasks.

Summary

The total cost for the amendment items identified above is $51,452. When added to our original contract amount of $188,370, the overall contract amount would increase to a new total of $239,822. Other than these changes to our scope of work, the terms and conditions in our original agreement and scope of services remain in full force and effect. Should you have any questions or require additional information please feel free to contact me at (626) 204-6170.

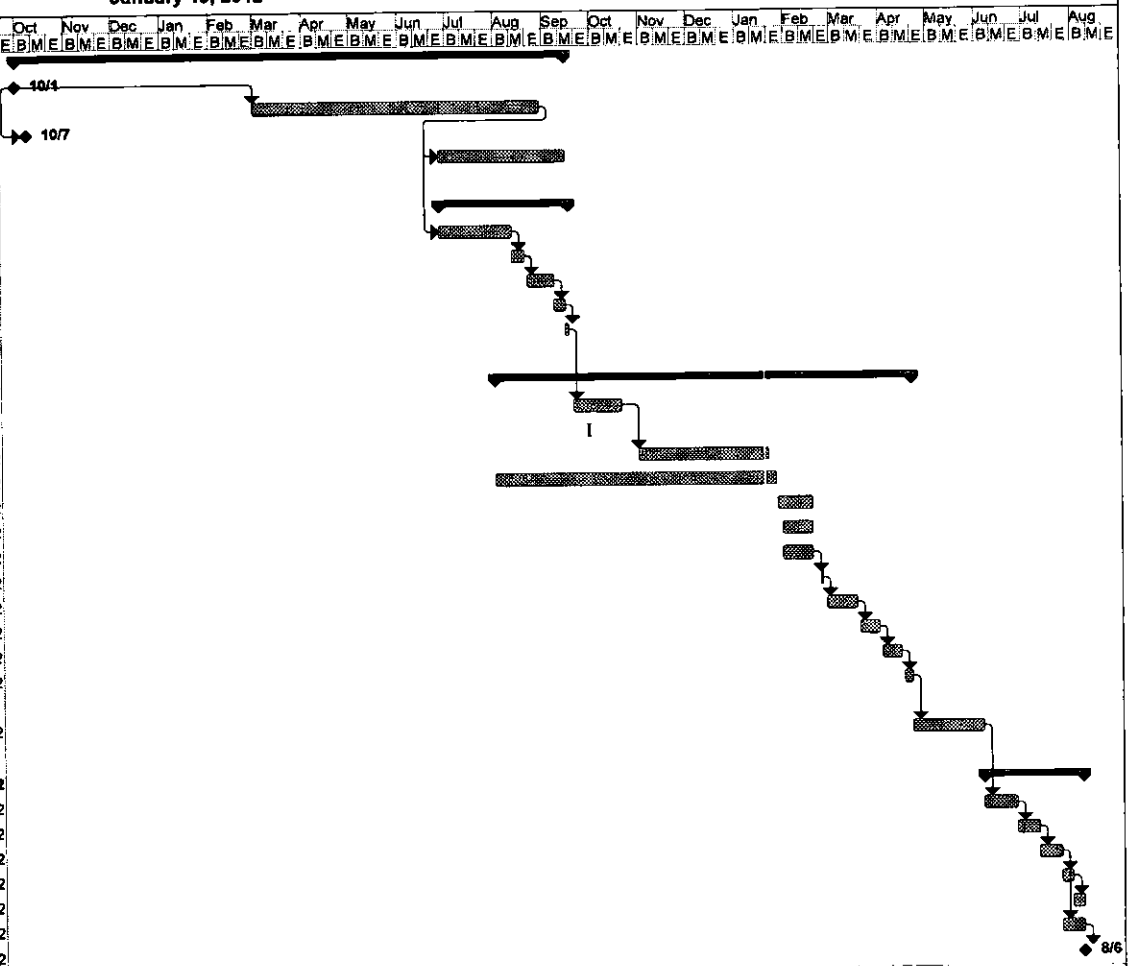
Sincerely,

PCR SERVICES CORPORATION

Anne Doehne
Associate Principal

Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Facility Project
Environmental Review Schedule
January 19, 2012

ID	Task Name	Duration	Start	Finish
1	**Project Start-Up**	**249 days**	**Fri 10/1/10**	**Wed 9/14/11**
2	Authorization To Proceed	0 days	Fri 10/1/10	Fri 10/1/10
3	Information to PCR	130 days	Tue 3/1/11	Mon 8/29/11
4	Initial Meeting	0 days	Thu 10/7/10	Thu 10/7/10
5	Project Description	58 days	Mon 6/27/11	Wed 9/14/11
6				
7	**Prepare NOP/Initial Study**	**60 days**	**Mon 6/27/11**	**Fri 9/16/11**
8	Draft NOP/Initial Study	34 days	Mon 6/27/11	Thu 8/11/11
9	1st County Review	6 days	Fri 8/12/11	Fri 8/19/11
10	2nd Draft	13 days	Mon 8/22/11	Wed 9/7/11
11	2nd County Review	5 days	Thu 9/8/11	Wed 9/14/11
12	Finalize and Distribute NOP/Initial Study	2 days	Thu 9/15/11	Fri 9/16/11
13				
14	**Prepare Draft EIR**	**190 days**	**Mon 8/1/11**	**Fri 4/20/12**
15	NOP Circulation Period	30 edays	Tue 9/20/11	Thu 10/20/11
16	Public Scoping Meeting	1 day	Thu 9/29/11	Thu 9/29/11
17	Prepare 1st Administrative Draft	60 days	Mon 10/31/11	Fri 1/20/12
18	Hydrology Tech Report	128 days	Mon 8/1/11	Wed 1/25/12
19	Biology Tech Report	16 days	Fri 1/27/12	Fri 2/17/12
20	Archaeology Tech Report	15 days	Mon 1/30/12	Fri 2/17/12
21	Historic Tech Report	15 days	Mon 1/30/12	Fri 2/17/12
22	Submit 1st Draft to County	1 day	Thu 2/23/12	Thu 2/23/12
23	County Review of 1st Draft	15 days	Mon 2/27/12	Fri 3/16/12
24	Prepare 2nd Administrative Draft	10 days	Mon 3/19/12	Fri 3/30/12
25	County Review 2nd Draft	10 days	Mon 4/2/12	Fri 4/13/12
26	Finalize and Distribute Draft EIR	5 days	Mon 4/16/12	Fri 4/20/12
27				
28	**Public Review of Draft EIR**	45 edays	Fri 4/20/12	Mon 6/4/12
29				
30	**Prepare Final EIR**	**45 days**	**Tue 6/5/12**	**Mon 8/6/12**
31	Prepare 1st Draft Response to Comments/	15 days	Tue 6/5/12	Mon 6/25/12
32	County Review of 1st Draft	10 days	Tue 6/26/12	Mon 7/9/12
33	Prepare 2nd Draft	10 days	Tue 7/10/12	Mon 7/23/12
34	County Review of 2nd Draft	5 days	Tue 7/24/12	Mon 7/30/12
35	Finalize Final EIR	5 days	Tue 7/31/12	Mon 8/6/12
36	Prepare Findings/Resolutions	10 days	Tue 7/24/12	Mon 8/6/12
37	**Distribute Final EIR/Findings**	0 days	Mon 8/6/12	Mon 8/6/12



Project: Crystal Geyser Roxane EIR Sc
Date: Thu 1/19/12

Task | External Tasks | Manual Task | Finish-only
Split | External Milestone | Duration-only | Progress
Milestone | Inactive Task | Manual Summary Rollup | Deadline
Summary | Inactive Milestone | Manual Summary
Project Summary | Inactive Summary | Start-only

ATTACHMENT "A" TO CG ROXANE CONTRACT AMENDMENT:

SCOPE OF WORK

(i.e., Scope of Work from original contract)

SCOPE OF WORK

PCR will complete the environmental review process for the project through preparation of an EIR with the County of Inyo as the Lead Agency. The scope of work includes preparation of an Initial Study, Draft EIR, Final EIR (inclusive of responses to comments and an MMRP), and related notices, findings and resolutions. Preparation of the EIR will include Biological and Cultural Resource technical appendices prepared by PCR and traffic and groundwater technical appendices prepared by LSC and RCS, respectively. The scope of work also includes meetings and coordination with the County as described further below. PCR will rely on previous studies regarding the project site to provide efficiency in document preparation; and expects the County to provide such studies that is has available. Further, it is assumed that the project applicant will provide information to support the preparation of the EIR, including but not necessarily limited to: A detailed project description, a description of the construction program (construction equipment and durations of use), amounts of cut/fill material, information regarding the proposed infrastructure features inclusive of the proposed design of the engineered leach mound system and drainage system.

The table below lists the tasks required for the timely completion of the environmental review process. Following the table is a description of each of these separate tasks.

Task	Task Description
1	Collect Data/Prepare Project Description
2	Prepare Initial Study Package and Prepare and Circulate Notice of Preparation/Notice of Public Scoping Meeting
3	Prepare and Distribute Draft EIR
4	Prepare and Distribute Final EIR
5	Meetings and Management/Coordination

Task 1: Collect Data/Prepare Project Description

Upon project start-up, PCR will meet with the County to review data needs, discuss specific issues of concern, and the project schedule. As part of this process, PCR will review previous studies and environmental documentation that have been prepared for the project and/or the nearby project setting and identify new and/or updated information that is needed. PCR will prepare a memo that identifies additional information needed to proceed. Upon receipt of necessary project information identified on our data needs list, PCR will prepare a draft Project Description for County review. PCR assumes that two review iterations of the Project Description will be required.

Products

- Data Needs List
- First Draft of Project Description
- Final Project Description for use with Initial Study

Task 2: Prepare Initial Study Package and Prepare and Circulate Notice of Preparation/Notice of Public Scoping Meeting

After project initiation, PCR will prepare an Initial Study package consisting of a Project Description, CEQA checklist and EIR determination, Explanation of Checklist Items, and Notice of Preparation (NOP). The Initial Study checklist and Explanation of Checklist Determinations will identify issues that will be analyzed in the EIR and substantiate why other issues will not require further study. The evaluation will address the 18 broad environmental topics identified in CEQA Guidelines, Appendix G. For each environmental issue, it will be determined whether the project would result in no impact, a less than significant impact, a less than significant impact with mitigation or a potentially significant impact. The EIR will address in detail the issues for which a potentially significant impact is identified. Based on our current understanding of the project PCR believes that certain environmental issues can be scoped out of detailed analysis in the EIR. These topics will be fully addressed in the Initial Study, with a summary of related impacts in the Draft EIR.

Once drafted, PCR will submit the Initial Study package to the County for review; and prepare a revised package for review. Included in such revisions may be modifications to the list of environmental issues to be discussed in the

Draft EIR, which cause changes to the scope of services described below. PCR assumes that two rounds of County review and PCR revision will be required, with PCR providing a proof copy of the document for final sign-off by the County.

PCR will need assistance from the County in coordinating the scoping meeting location and associated mailing list. PCR will distribute the NOP/Notice of Public Scoping meeting to begin the 30-day public comment period. During the NOP comment period, the Initial Study will also be made available by County staff for public review.

Products

- Initial Study Package for County Review
- Final Initial Study Package– Electronic submittal and 20 hard copies and CD's
- Draft Notice of Preparation/Notice of Public Scoping Meeting
- Final Notice of Preparation/Notice of Public Scoping Meeting

Task 3: Prepare and Distribute Draft EIR

PCR will prepare a Draft EIR that will analyze the project's potential environmental impacts. The Draft EIR will include all statutory sections required by CEQA, including a summary, project description, environmental setting, and impact analyses for each environmental issue to be addressed that will include mitigation measures and an analysis of cumulative effects. The analyses will address both direct and indirect impacts. The EIR will also address areas of controversy, effects found not to be significant, growth inducement, alternatives, significant irreversible environmental effects, significant and unavoidable environmental effects, references, and organizations and persons consulted. PCR assumes that up to three (3) alternatives, including a No Project Alternative as required under CEQA, will be addressed in the Draft EIR.

The final set of environmental topics addressed in the Draft EIR will be determined by the Initial Study and may include additional topics based on comments received during the NOP comment period. Based on PCR's understanding of the development and our long-standing experience preparing EIRs, we anticipate that the Draft EIR will analyze the following:

- Aesthetics/Visual Resources (Aesthetics, Views, and Light)
- Air Quality
- Global Climate Change
- Biological Resources
- Cultural Resources (Archeological, Paleontological, and Historic)
- Hydrology/Water Quality
- Land Use/Planning
- Noise
- Transportation/Traffic (Traffic, Traffic Safety and Access)

The analytic approach and scope for each of the environmental issues is presented below.

Aesthetics

The aesthetics analysis will include an evaluation of potential impacts associated with aesthetic resources, views, and artificial lighting. The analysis will describe the visual quality of the site and existing views of the Sierra and White-Inyo Mountains that are available from Route 395, as well as relevant regulations and policies. While not designated as a scenic highway, Route 395 does provide scenic views to travelers through the valley. The aesthetics resources component will evaluate the change to the character of the project site, and the view component will address the impacts on the scenic views. The lighting analysis will address potential changes in the night-time appearance of the project site and potential effects on any light sensitive uses.

Air Quality

The air quality analysis will be conducted by PCR's in-house specialists. It will consist of the following discussions and analyses: (1) regulatory setting; (2) existing environmental conditions, such as ambient air quality and identification of nearby sensitive receptors; (3) thresholds of significance; (4) qualitative analysis of construction impacts in accordance with the Great Basin Unified Air Pollution Control District guidelines; (5) analysis of direct and indirect operational criteria pollutant emissions (volatile organic compounds, oxides of nitrogen, carbon monoxide, particulate matter, PM10 and PM2.5, and sulfur oxides); (6) identification of mitigation measures, as warranted; (7) qualitative assessment of potential impacts from odors and toxic air contaminants during construction and operation; and (8) assessment of the project's consistency with applicable State Implementation Plans (SIP).

Global Climate Change

PCR will prepare a Greenhouse Gas (GHG) section pursuant to new guidelines from the Governor's Office of Planning and Research, effective as of March 18, 2010, which recommends such sections and which provides two new Initial Study checklist questions to be used in analyzing potential impacts from GHGs. In general, the guidelines allow Lead Agencies to determine if a quantitative or qualitative analysis is most appropriate, and to establish specific significance criteria. Since the County does not have approved numeric thresholds, PCR is proposing a qualitative analysis that discusses the reduction strategies of the Climate Action Team for reducing GHG, and the project's relationship to those actions. The EIR will include discussion on the (1) regulatory setting; (2) existing conditions; and (3) project design features (such as LEED certification) which support the State's GHG reduction goals, and the relationship of the project to attainment of the goals.

Biological Resources

The biological resources assessment will make maximum use of prior studies conducted on the ranch in the late 1980s with the incorporation of information made available in region-wide data bases since that time. Following the review of such information a field visit will be conducted at the approximately 13 acre project site for the purpose of verifying and supplementing existing information. The analysis will be comprehensive; however, focus will be placed on sensitive species and habitats and other regulated resources found or having the potential to occur on site. In particular, the status of the Owens tui chub, the Owens Valley vole, and Owens Valley checkerbloom will be determined on-site. The analysis will include information on: the methods used to prepare the assessment; baseline conditions; potential direct, indirect and cumulative impacts from the project; the

formulation of mitigation measures which will reduce impacts to less than significant; and the findings for potentially significant unavoidable adverse impacts (if any). No focused surveys are anticipated at this time.

Cultural Resources (Archaeological, Paleontological, and Historic)

PCR will provide an evaluation of the historic, archaeological (sites and isolates), and paleontological resources that are present on the project site, and, if necessary, recommend mitigation measures to address significant impacts. The work will draw on previous archeological survey work at the project site to the extent feasible. However, additional technical study is necessary to meet CEQA guidelines. A cultural resources technical report will be included as an Appendix to the Draft EIR and summarized in the EIR section. New technical work to be performed by PCR includes updating the previously performed archaeological and sacred lands data base searches (including a new follow-up Native American consultation), doing a paleontological resources search and performing intensive-level pedestrian surveys of the site by a qualified archeologist and architectural historian. The surveys will identify whether or not there are buildings/structures or historic agricultural/ranch features over 45 years in age present, or whether new archeological resources have become exposed. If new archeological or historical resources are found eligible for federal, state or local listing, PCR will notify the County immediately, and if requested/authorized, PCR will perform necessary further work to evaluate and document the newly identified resources through an amended scope of work. Such work would include assessment of related impacts, mitigation measures, and preparation of documents required to demonstrate compliance with cultural resource regulations.

Hydrology/Water Quality

The hydrological/water quality analysis will be based on a Technical Study that will be prepared by RCS. The technical study be included as an Appendix to the EIR, and summarized in the Environmental Analyses section. The study will include data collection and review of all pertinent information available, a field reconnaissance/well canvass, and data analyses that address the following topics: groundwater geology, water levels, water quality, aquifer and well characteristics, pumping rates and volumes, and a theoretical drawdown calculation to indicate the potential amount of water level draw-down interference that might be induced in nearby offsite wells. PCR understands that the project applicant is currently performing pump tests, and that the results of those tests will be made available to support this analysis.

Land Use

The analysis of land use impacts will evaluate the project's consistency with existing land use plans and zoning, and its relationship to surrounding uses and nearby populations in Cartago and Olancha. The analysis will address expected zoning and conditional use changes as they relate to the County zoning regulations and the General Plan.

Noise

PCR staff will evaluate potential noise impacts associated with construction activities and operation of the proposed project. The scope of services for the noise analysis will include the following: (1) survey noise-sensitive land uses, existing noise sources, and features affecting noise transference in the project area; (2) identify and describe relevant local plans, regulations, ordinances, criteria, and guidelines associated with noise; (3) review the

project construction schedule and equipment to estimate construction related noise levels (qualitative analysis) at the adjacent noise sensitive uses; (4) evaluate project operational noise from project related vehicular traffic, outdoor mechanical equipment (HVAC), and parking facilities; (5) provide a qualitative analysis of vibration impacts associated with use of heavy-duty equipment during construction of the project; and (6) identify potential mitigation measures where feasible. Vehicular noise impacts will be assessed based on data from the project Traffic Study using computer noise prediction models that incorporate Federal Highway Administration (FHWA) traffic noise model (FHWARD-77-108).

Traffic/Transportation

The traffic section of the Draft EIR will be based on a Traffic Study to be prepared by LSC that will be included as an Appendix to the Draft EIR. A detailed proposal for the preparation of the Traffic Study is included as Appendix C. As described therein, the analysis will address the following issues: (1) The project's percent impact on traffic volumes on Route 395, (2) Level Of Service (LOS) impacts for the site access intersections per methodologies presented in the Highway Capacity Manual, (3) Site access issues, e.g. potential need for turn lanes, and sight distance at the site access points; and (4) If required, potential mitigation measures will be identified and assessed. If mitigation is required, the analysis will evaluate the project phase (trip generation level) that triggers such mitigation. Route 395 is currently planned for widening by Caltrans from two to four lanes adjacent to the project site with under one of four alternative designs under consideration. The proposed project has identified two possible access points subject to the final Caltrans design. Therefore, the scope of work for the traffic analysis will address the full range of scenarios regarding Route 395 alternative designs (including the no project) and the project's access design. In addition, the EIR will indicate any potential effects of construction on travel conditions, and if necessary propose a construction management program as mitigation for construction impacts.

Submittals

PCR will submit a Screencheck Draft EIR to the County for review. We anticipate two rounds of County comments prior to providing a proof copy to the County for final sign-off. Upon approval of the proof copy by the County, PCR will produce the Draft EIR and prepare a Notice of Completion and a Notice of Availability. PCR will assist in the distribution of the Draft EIR to a list of agencies, organizations and individuals agreed to by the County. PCR understands that the County will post notices with the County Clerk and Inyo Register. PCR will also prepare files for posting the Draft EIR on the County's website and produce CDs of the Draft EIR for County distribution.

Products

- First Screencheck Draft EIR for County Review
- Second Screencheck Draft EIR for County Review
- Proof Copy of Draft EIR
- Hard Copies of Draft EIR – (35 copies of main report and five sets of Appendices)
- CDs containing Draft EIR
- File of Draft EIR for County Website
- Notice of Availability
- Notice of Completion

Task 4: Prepare and Distribute Final EIR

After circulation of the Draft EIR, PCR will coordinate with the County to obtain all public comments. PCR will review the comments and meet with the County to discuss issues raised and establish an approach for responding to comments. After such consultation, PCR will prepare a Screencheck Final EIR. The Screencheck Final EIR will include: a summary of the project and its associated impacts; corrections and additions to the Draft EIR; a list of persons, organizations, and public agencies commenting on the Draft EIR; comments submitted regarding the Draft EIR and responses prepared to address those comments; copies of the Draft EIR comment letters; and a Mitigation Monitoring and Reporting Program. PCR assumes that comments from two rounds of County review will be incorporated into the Screencheck Final EIR prior to submitting the document to the County for final sign-off. PCR can only speculate as to the extent of public comment regarding the Draft EIR. As discussed in the Proposed Fees section below, PCR has assigned allowances for responding to these comments.

Once the County approves the Final EIR, PCR will assist the County with distribution of the Final EIR to the appropriate agencies and organizations, including those agencies that commented on the Draft EIR and to appropriate libraries. PCR will also prepare a Notice of Completion to be sent along with copies of the Final EIR to the State Clearinghouse and County Clerk. As with the Draft EIR, PCR will prepare electronic files for posting of the document to the County website and will prepare CDs of the Draft EIR for distribution by the County. PCR will also prepare and distribute a Notification of Final EIR Review Locations to a list agreed to by the County. This notice will state the libraries where the Final EIR is available for review and the address for review of the Final EIR on the County website. Ten days after the Final EIR is sent to commenting agencies, public hearings regarding the project can commence. PCR will also prepare Findings if required and prepare Resolutions. PCR understands that the County will file the Notice of Determination with the County Clerk. This notice will start a 30-day statute of limitations with regard to approval of the project and certification of the Final EIR.

Products

- First Screencheck Final EIR for County Review
- Second Screencheck Final EIR for County Review
- Final EIR for Public Distribution – 20 hard copies, electronic file and CDs
- Notice of Completion
- Notice of Final EIR Review Locations
- Notice of Determination
- Findings/Resolutions

Task 5: Meetings and Management Coordination

The precise number of meetings required to complete the environmental review process for the project cannot be determined at this time. PCR has assumed that monthly teleconferences will be held, with on-going phone contact and e-mail correspondence as needed. PCR understands the importance of keeping County staff informed of project status on a regular basis, and critical issues to be resolved while also confirming key assumptions and documentation needs. In addition, PCR expects to meet personally with the County and has included costs below for 45 hours of management/coordination and up to six meetings/hearings (start-up meeting, scoping meeting, response to public comment

strategy meeting, and three public hearings). Additional meetings can be attended on a time and materials basis.

Task 6: Subconsultants – Traffic Analysis, Hydrology/Water Quality Studies

PCR will rely on sub-consultants to prepare Traffic and Hydrology/Water Quality studies – LSC and RCS, respectively. Both subconsultants will prepare independent technical studies that will be attached to the EIR as appendices, and that will be summarized in the respective topical areas of the EIR. The key focus of the two technical studies is noted in the EIR contents described above. The more detailed proposals for the two studies are attached as Appendix C.

SCHEDULE

PCR is accustomed to working with agencies to meet their schedule needs including tight time schedules. On an aggressive time schedule, the EIR process could be completed in approximately 9 months from authorization to proceed and receipt of necessary project information. PCR will commit the necessary resources to ensure the preparation of the EIR and related environmental documents within the desired time frame. The time durations and milestones for such a schedule are reflected in the program schedule included as Appendix B, below. This time frame would provide about two weeks for start-up and preparation of the Project Description and completion of the Initial Study and NOP within about 6 weeks from the start of work. A Draft EIR could be completed within about 6 months from the start of work activities. The public review period would be 1.5 months and the preparation of the Final EIR might be approximately 1.5 months if the level of public comment is not substantial.

However, this schedule could require more time subject to a number of conditions. Foremost among these is potential weather conflicts in performing project activities, e.g., performing traffic counts or holding a public scoping meeting. Other items that can affect project schedule typically include changes to the Project Description that occur after it has been drafted, project information that is needed from the project Applicant that is not available or complete, comments greatly exceed anticipated level, or if changes in the scope occur. PCR will use a number of devises to facilitate meeting the schedule such as working with limited information to the extent feasible, using phased submittal of EIR sections, anticipating likely public comments during preparation of the Draft EIR and incorporating text into the Draft EIR that can be referenced when preparing the Final EIR, preparing general comment responses for commonly repeated comments, and fast-tracking preparation of many Final EIR components during the public review period. If any situations arise where the schedule is nonetheless delayed, PCR will notify the County at the earliest point possible.

PCR 2010 BILLING RATES & EXPENSE CHARGES

Professional Time

Environmental Planning & Documentation

President	$270.00
Director/Principal	$198.00
Principal	$180.00
Associate Principal	$162.00
Principal Planner	$144.00
Senior Planner II	$131.00
Senior Planner I	$117.00
Planner	$104.00
Associate Planner	$90.00
Assistant Planner	$77.00
Technician	$63.00
Intern	$50.00

Biological Services

Principal/Director	$225.00
Associate Principal	$162.00
Principal Biologist	$144.00
Senior Biologist II	$131.00
Senior Biologist I	$117.00
Biologist	$104.00
Associate Biologist	$90.00
Assistant Biologist	$77.00
Technician	$63.00
Intern	$50.00

Air Quality, Climate & Acoustics

Director	$162.00
Principal Engineer/Scientist	$144.00
Senior Engineer/Scientist II	$131.00
Senior Engineer/Scientist I	$117.00
Engineer/Scientist	$104.00
Associate Engineer/Scientist	$90.00
Assistant Engineer/Scientist	$77.00
Technician	$63.00
Intern	$50.00

Historic Resources

Director	$162.00
Principal Historian	$144.00
Senior Historian II	$131.00
Senior Historian I	$117.00
Historian	$104.00
Associate Historian	$90.00
Assistant Historian	$77.00
Technician	$63.00
Intern	$50.00

Archeological & Paleontological Resources

Director	$162.00
Principal Archaeologist/Paleontologist	$144.00
Senior Archaeologist/Paleontologist II	$131.00
Senior Archaeologist/Paleontologist I	$117.00
Archaeologist/Paleontologist	$104.00
Associate Archaeologist/Paleontologist	$90.00
Assistant Archaeologist/Paleontologist	$77.00
Archaeological/Paleontological Technician	$63.00
Intern	$50.00

Support

Senior GIS Specialist/Senior Graphics	$104.00
GIS Specialist	$81.00
Graphics Specialist	$81.00
Publications Specialist	$72.00
Production Specialist	$72.00

Direct Expenses

Direct expenses will be billed at 110 percent of actual cost, including but not limited to:

- Retention of subcontractors.
- Purchase or rental of project materials and special supplies.
- Reproduction, printing and photographic costs.
- Postage, delivery, telephone and other communication costs when requested or approved by client.
- Project-related mileage necessarily incurred at the prevailing IRS Standard Mileage Rates.

Billing Terms

- Unless other contractual terms are agreed upon, PCR invoices on a monthly basis and expects payment 30 days from date of invoice.
- PCR's scheduling commitments are made and taken seriously. However, PCR reserves the right to modify performance schedules in instances where payment of PCR invoices falls behind agreed-upon terms.
- PCR recalibrates its billing rates for professional time at the beginning of each calendar year and reserves the right to raise its billing rates for one or more professional categories by no more than 5 percent twelve months following project initiation.

ORIGINAL CG ROXANE CONTRACT

AGREEMENT BETWEEN COUNTY OF INYO AND
C.G. Roxane LLC
FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

INTRODUCTION

WHEREAS, C.G. Roxane LLC of Weed, CA (hereinafter referred to as "Applicant") has the need for the Environmental Review and Processing services of the County of Inyo (hereinafter referred to as "County"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF WORK.**

The County shall provide to Applicant, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the County under this Agreement will be performed by County employees or other County contractors hired by County ("County Contractors") in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

When County performs work or services under this Agreement, County may have such work or services performed either by its own employees, or upon approval of the Applicant, by one or more County Contractors. County has the right in its sole discretion to determine which employee(s) are qualified and capable, and to determine which employee(s) of those which are deemed qualified and capable, are to actually perform the work and services under this Agreement. Applicant has no right to designate, or require the work or services to be performed by, a particular County Department, class of County employees, or particular employee(s). Further, County need not obtain Applicant's approval prior to or after incurring any travel and/or per diem, or overtime expenses in performing work or services under this Agreement.

This Agreement is for the provision of environmental review and processing services only. Applicant is aware and agrees that, by entering into this Agreement, County makes no representation, promise, commitment, or agreement to Applicant or any other person that it will approve the development Project described below and concerning which said review and processing services will be rendered; further, this Agreement shall not be construed as creating any such representation, promise, commitment, or agreement.

2. **TERM.**

The term of this Agreement shall commence on March 1, 2011. This Agreement shall terminate on one of the following dates, whichever is appropriate under the then existing circumstances: (1) if proposed Project is approved (or disapproved) by the County, this Agreement shall terminate on the 60th day following the filing of a "Notice of Determination" (if applicable) pursuant to CEQA; (2) if during the 60th day period following the filing of a Notice of Determination, County becomes a party to any litigation arising out of the approval of the permit, contractors, completion of conditions of approval, mitigation, monitoring or reporting program or out of the associated CEQA process, the term of this Agreement shall be extended until such time as the litigation is finally concluded; however, nothing in this Agreement shall be construed as extending any applicable statute of limitations; (3) if no "Notice of Determination" is filed pursuant to CEQA this Agreement shall terminate 180 days from the date of decision to approve or deny the Project or from the date a Project is undertaken without a formal decision; and (4) this Agreement may be sooner cancelled or terminated as provided below.

3. **COUNTY COSTS, CONTRACTOR COSTS AND CONSIDERATION.**

A. Obligation for Payment of County Costs.

(1) Employee Hourly Rates/Special Commission Meeting Costs. A non-exclusive list of hourly rate costs (non-overtime), with fringe benefits, for County personnel who may provide work and services under this Agreement, and the cost of special meetings of the planning commission are set forth on Attachment B. County will update this list as necessary so that it reflects any future changes in an employee's hourly rate and to add any employees not listed who will perform work or services under this Agreement. The total hourly rate cost for a County employee shall be the product of the number of hours (rounded up or down to the nearest 1/2 of an hour) which are worked by a County employee multiplied by the employee's hourly rate cost. Costs of fringe benefits shall be the number of hours that a County employee works (including overtime if applicable as set forth below), multiplied by the employee's hourly rate of pay, multiplied by forty percent (0.40).

(2) Overtime. Where the circumstances of the services and work requested by Applicant under this Agreement require a County employee to work in excess of eight (8) hours per day or 40 hours per week (in the case of an 8 hour per day employee), or 7 hours per day or 35 hours per week (in the case of a seven hour per day employee), and County is obligated by law or contract to compensate the employee for such work at a rate of one and one half (1½) times their hourly rate of pay (hereinafter referred to as "overtime"), the hourly rate of pay for such overtime hours worked under this Agreement will be one and one half (1½) times the employee's hourly rate of pay as set forth on Attachment B.

(3) Travel Costs. Travel and per diem costs shall be the actual costs incurred by the County when an employee travels and/or incurs per diem expenses in performing work under this Agreement. Actual costs to the County will be determined by the County policy then in effect that establishes travel and per diem reimbursement rates for County employees.

(4) Special Costs. Special costs are those costs incurred by the County that have been approved in advance in writing by Applicant for the purchase of particular specialized equipment, supplies, tools and materials used by County in performing work or services under this Agreement.

(5) Amount of Payment for Services and Work Performed by County. In accordance with Inyo County Code Paragraph 15.08.020, Applicant shall pay all the County costs for all services and work performed by County employee(s) under this Agreement. The County's costs for these services and work shall be the sum of the following: (1) the total hourly rate costs (including overtime, if any) of the employees who performed the work or services, the cost of any special Water Commission or Planning Commission meetings conducted pursuant to this Agreement, and the costs of employees' fringe benefits as set forth in Attachment B, (2) special costs incurred by the County, (3) the costs of any travel incurred by employees while performing any work or services under this Agreement, and (4) the sum of the total hourly rate, fringe benefits, travel, and special costs, multiplied by 20% (this additional 20% is in lieu of the overhead factor determined by reference to the A-87 Countywide Cost Plan as approved by the California State Controller's Office).

B. Amount of Payment for Services and Work Performed by Contractors. Applicant shall pay all of the County's costs for any Contractor retained by the County to perform services or work under this Agreement. The County's costs for these services and work shall be the actual cost to the County for the services and work plus an additional 20%. (The additional 20% is in lieu of the overhead factor determined by reference to the A-87 Countywide Cost Plan as approved by the California State Controller's Office).

C. Project Fund. County shall establish a Project fund (hereinafter referred to as "Project Fund") to administer all funds provided by Applicant to County pursuant to this Agreement. All costs incurred by County that arise from this Agreement will be paid from the Project Fund. Any money deposited in the Project Fund shall be used for no purpose other than the payment of these costs; however, within sixty days following the termination of this Agreement, and after payment has been made of all outstanding costs incurred by the County, any funds remaining in the Project Fund will be returned to Applicant. Applicant shall be entitled to all interest earned on funds deposited and held in the Project Fund. The Inyo County Administrator, or his designee, shall be responsible for insuring that all payments from Project Fund are made in the appropriate time and manner.

D. Deposit/Payments to County and Contractors. Prior to the effective date of this Agreement, Applicant shall deposit with the County a total sum of $ 273,137.00 to pay the estimated cost of services and work to be performed pursuant to this Agreement outlined in Attachment A. (This amount shall be based on the work plan and budget described in Paragraph 4 below.) County shall immediately deposit the funds into the Project Fund. Thereafter, between the first (1st) and fifteenth (15th) day of each succeeding month, County shall transfer to itself from the Project Fund an amount equal to any costs (plus overhead) incurred by the County from the first day of the preceding month through and including the last day of the preceding month for work or services performed by the County, for special costs incurred by the County, and for the costs of Applicants retained by the County pursuant to Inyo County Code Paragraph 15.48.090.

E. Statements. County shall submit to Applicant an itemized statement of the costs of all services and work performed by the County, any special costs incurred by the County, and the costs of any Contractor retained by the County. The statement shall cover the period from the first (1st) day of the preceding month through and including the last day of the month. The statement will be submitted to Applicant by the fifteenth (15th) day of each month. This statement will identify the date on which the services and work were performed, describe the nature of the services and work, itemize any travel or special costs incurred by County during the period, and provide copies of all Contractor's invoices paid by the County during the period.

F. Revision to Cost Estimate/Additional Funds. Concurrent with sending the itemized statement of costs every 30 days, the County shall advise the Applicant of any potential revision in the Project cost estimate and/or the need for additional funds. Within fifteen (15) days from the date a revised cost statement is mailed (date of postage), the Applicant shall advise the County in writing by sending notice as provided in Paragraph 17 of this Agreement whether the Project is to proceed, whether the Applicant intends to withdraw the application, or whether the Applicant will appeal the amount of the County's revision in the Project cost estimate. If such advice is not forthcoming in the fifteenth (15th) day time limit, the application shall be deemed withdrawn and all work on the Project will immediately terminate. Payment for any outstanding costs shall be taken from the Project Fund to the satisfaction of the County and contractors. If the Applicant advises the County to proceed, but the Project Fund is depleted to an amount equal to or less than 10% of the total estimated budget amount above, and it appears the Project Fund will become depleted before the work to be performed pursuant to this Agreement can be completed, the application shall be deemed withdrawn unless the parties execute an appropriate amendment to this Agreement.

G. Federal and State Taxes. Applicant will not withhold any federal or state income taxes or social security from any payments made by Applicant to County pursuant to this Agreement.

4. WORK PLAN AND SCHEDULE.

Prior to the execution of this Agreement, County and Applicant shall establish a mutually acceptable master time schedule, budget, and work plan for the performance of the work described in this

Agreement (Attachment A). The schedule shall provide for the completion of all work within the time requirements of all applicable laws while providing sufficient time for review of work products by other agencies. The budget shall include an estimate of the costs to be incurred and/or benchmarks for payments due to the County for performing the work required by this Agreement. A goal of the work plan will be to avoid duplication of effort by the involved County departments and by any contractors. Applicant understands that the performance of the work within the time limits of the schedule will require mutual cooperation and coordination between County and Applicant.

5. ADDITIONAL PROCEDURES AND OBLIGATIONS.

A. The procedures that will be followed in preparing and processing the environmental document(s) necessary for completing the work plan on the proposed Project are set forth on Attachment A1.

B. The Inyo County Administrator at his/her discretion may establish a Project working group composed of the County Administrator, the Inyo County Counsel, the Director of the Planning Department, and such other County personnel as are deemed necessary. The working group will meet monthly, or more frequently if necessary, to provide internal staff communication and coordination in regard to the County's work on the proposed Project.

C. Representatives of the County shall attend regular meetings with the Applicant with federal, state, regional, and local agencies, with concerned groups, and attend other meetings as necessary, for the purpose of providing information concerning the proposed Project and work plan and receiving comments on the proposed Project and related environmental documents. County will notify Applicant of any meetings that are scheduled in regard to the Project. County will immediately notify Applicant of any matter raised by a federal, state, regional, or local agency that may require significant changes to the application, or that may result in County incurring significant additional costs pursuant to this Agreement.

D. County shall make the final determination as to the accuracy, inclusion, deletion, or revision of any material, (including all issues, data, analyses, and conclusions) relating to the environmental document.

E. Any determination by the planning commission or the Board of Supervisors as to whether the proposed Project will be approved shall be based upon the whole of the record including the environmental document, recommendations the county departments, testimony from public hearings, and all relevant written evidence submitted on the Project.

F. If the County intends to enter into contracts with independent contractors, the planning department will:

(1) Prepare and circulate a request for qualifications to appropriate Contractors for the preparation of the environmental document.

(2) Select a Contractor to assist the planning department as set forth in Chapter 15.48 of the Inyo County Code, and consistent with the Inyo County Purchasing and Contracting Policy and Procedures Manual.

(3) Manage the preparation of the environmental document, which will include all evaluations required to be performed pursuant to the California Environmental Quality Act, and Title 15 of the Inyo County Code. The preparation of the environmental document will proceed according to the work plan described in Paragraph 4 and Attachment A. The work plan will include provisions for the analysis of the direct, indirect and cumulative effects mitigation and Project alternatives of the proposed Project.

(4) The planning department will prepare all necessary documents and notices for planning commission and board of supervisors use in rendering decisions on the environmental document for the proposed Project.

(5) The planning commission shall serve as the Environmental Review Board of the County with the responsibility for the County's compliance with CEQA and for certification of the adequacy of the environmental document for the proposed Project.

(6) The planning department will perform additional services in regard to the proposed Project as may be requested by the Inyo County Planning Commission or the Inyo County Board of Supervisors.

6. STATUS OF PARTIES.

All acts of County, its agents, its contractors, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Contractors, and not as agents, officers, or employees of Applicant. Applicant has no authority to bind or incur any obligation on behalf of County. County has no authority or responsibility to exercise any rights or power vested in the Applicant. No agent, officer, or employee of the County is to be considered an employee of Applicant. This Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture between County and Applicant. County shall determine the method, details, and means of performing the work and services to be provided by County under this Agreement. County shall be responsible to Applicant only for the responsibilities and work specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to control with respect to the physical action or activities of Applicant in fulfillment of this Agreement. Applicant, its agents, officers, and employees are not, and at all times during the term of this Agreement shall not, represent or conduct themselves as employees of County.

7. WARRANTY OF ELIGIBILITY.

Applicant 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. Applicant 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.epls.gov.

8. DEFENSE AND INDEMNIFICATION.

A. Applicant shall defend, indemnify, and hold harmless County, its agents, officers, and employees, but not its independent Contractors, from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the performance of this Agreement by Applicant. Applicant's obligations to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Applicant's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused, or alleged to be caused, in whole or in part by any act or omission of Applicant, its agents, employees, suppliers, consultants, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

B. Applicant shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the County's acts or omissions with regard to its compliance with CEQA, with regard to the preparation and

processing of the environmental document and with regard to the decision based thereon concerning the Project. Specifically, Applicant's obligation to defend, indemnify, and hold the County harmless specifically extends to any suit or challenge by any party to this Agreement, or any third party, against the County which contests the legality or adequacy of the environmental document or the County's compliance with the requirements of CEQA. The County will have and maintain sole discretion to determine how to respond, defend, or settle any such suit or challenge. Should Applicant fail to defend, indemnify, and hold harmless County, County may discontinue the defense of any such litigation. Nothing in this Agreement shall be construed to waive or diminish either Party's right, or the right of a non-Party, to challenge any decision, or defend any challenge, arising out of the CEQA process.

(1) Applicant's obligations to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph shall include, but not be limited to:

a. the costs of any judgments or awards against the County for damages, losses, litigation costs, or attorney's fees arising out of a suit or challenge contesting the adequacy of the environmental document and/or County's compliance with CEQA or other laws;

b. the costs of any settlement representing damages, litigation costs, and attorney's fees to be paid to other parties arising out of a suit or challenge contesting the adequacy of the environmental document and/or the County's compliance with CEQA or other laws.

(2) As to any judgments, awards or settlement costs described in a and/or b above, County will proceed in good faith and with reasonable diligence to achieve a settlement or other disposition of the same which will minimize, to the extent reasonably practicable, Applicant's costs of defense and indemnification of County under this Agreement. County will consult with Applicant and give due consideration to Applicant's views prior to any such settlement of final disposition.

C. Applicant's obligations to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph are not limited to, or restricted by, any policy of insurance or contract limit.

D. Except as provided in paragraphs A and B, and to the extent permitted by law, County shall defend, indemnify, and hold harmless Applicant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful or intentional acts of County, its officers, or employees. County does not by this Agreement waive any claim-filing requirement established by the California Government Code.

9. CANCELLATION/WITHDRAWAL OF APPLICATION/SURRENDER OF PERMITS APPROVALS.

A. This Agreement may be cancelled by Applicant without cause and at will for any reason by giving to County thirty (30) days written notice of such intent to cancel. Cancellation of this Agreement shall be effective on the fifth business day following receipt of a written cancellation notice by County. Cancellation of this Agreement by Applicant shall act as a withdrawal by Applicant of the Project application effective on the date of the cancellation.

B. Upon receipt of notice of a cancellation, or upon the effective date of a termination by default, County shall terminate all contracts with Contractors and make final payment from the Project Fund to such Contractors. County also shall make final payment to itself for any other unpaid costs incurred by the County in providing services or work under this Agreement. Within sixty (60) days of the

cancellation or termination, County shall pay to Applicant any funds remaining in the Project Fund after the County has paid all Contractors, all costs incurred for work or services performed by County employees, and all special costs.

C. A cancellation of this Agreement, or a termination of this Agreement by default as set forth in Paragraph 11 below, shall not terminate Applicant's or the County's obligations to defend, indemnify, and hold harmless under the provisions of Paragraph 8 of this Agreement.

10. ASSIGNMENT.

Applicant may not assign its rights or delegate its duties or any part thereof under this Agreement.

11. DEFAULT.

A. If Applicant fails to make any deposit specified in Paragraphs 3.D, 3.F, 4, or (Attachment A), in order to pay County for the work and services performed by County, County may declare default, and notify Applicant in writing of the facts constituting such default. Within thirty (30) days of service of such notification of default, Applicant may cure the default by making such deposit. Service of a notice of default on the defaulting party and allowance of the thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If Applicant fails to make the deposit within the 30-day period, County may, at its election, terminate this Agreement by written notice thereof to the Applicant. A notice of termination shall act as a withdrawal by Applicant of its application for a conditional use permit effective on the date of the default.

B. Except for a failure to make a required payment as set forth in paragraph "A" above, if either Party should fail to comply with the other terms and conditions of this Agreement, the other party may declare default and notify the "defaulting" party in writing of the facts constituting such default. Upon making such written notification, the defaulting party will have thirty (30) calendar days to cure such default. A party shall be deemed to cure the default if within the time period set forth herein, the defaulting party begins and thereafter diligently continues to completion curing such default. Service of a notice of default on the defaulting party and allowance of the thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If any default is not cured or deemed cured hereunder, the non-defaulting party, at its election, may terminate this Agreement by written notice thereof to the defaulting party. A notice of termination shall act as a withdrawal by Applicant of the Project application effective on the date of the default.

12. 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 16 below.

13. CONFIDENTIALITY.

Parties agree to comply with all provisions of federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible in the course of performance under this Agreement, as privileged, restricted, or confidential.

14. SEVERABILITY.

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

15. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

16. AMENDMENT.

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

17. NOTICE.

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

County of Inyo

PLANNING DEPARTMENT
P.O. Drawer L
168 North Edwards
Independence, California 93526

Applicant:
C.G. Roxane LLC — Name
1400 Marys Drive — Street
Weed, CA 96094 — City and State
Attn: Rick Moore

17. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO AND
C.G. Roxane LLC
FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS 22nd DAY OF February, 2011.

COUNTY OF INYO

By: Susan Cash

Dated: 2/22/11

APPLICANT

By: Rick Moore
Signature

Rick Moore
Type or Print Name

Dated: 1/24/2011

APPROVED AS TO FORM AND LEGALITY:
County Counsel

APPROVED AS TO ACCOUNTING FORM:
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:
Personnel Services

APPROVED AS TO RISK ASSESSMENT:
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND
C. G. Roxane LLC
FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

SCHEDULE / BUDGET/ AND WORK PLAN

ATTACHMENT A1

AGREEMENT BETWEEN COUNTY OF INYO AND
C.G. Roxane LLC
FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

THE FOLLOWING PROCEDURES WILL BE FOLLOWED FOR PREPARING AND PROCESSING THE ENVIRONMENTAL DOCUMENT IF CHECKED

☒ 1. The County shall consult other agencies with potential involvement in the Project and shall designate such "responsible agencies" as under the California Environmental Quality Act (CEQA) are appropriate and necessary.

☒ 2. County shall use its best efforts to coordinate the requirements of any responsible agencies that may be designated and to insure that the needs of all agencies under CEQA are met with a minimum of duplication of activities among the agencies affected.

☒ 3. Any references herein to Contractor, Contractors, or Contractor(s), a CEQA Contractor shall apply only if County chooses to retain a Contractor(s) pursuant to this Agreement. Any Contractor retained by the County to assist in the preparation of the environmental document (hereinafter referred to as the "CEQA Contractor") shall be required to prepare and issue a Notice of Preparation, if it is determined that an EIR is required, which shall not be issued without advance review and approval by the County. The County, with assistance from the Contractor, will develop a final schedule outlining the Project milestones in the CEQA process applicable to Applicant's Project.

☒ 4. Scoping will be done to determine the areas of public and agency concern pertaining to the proposed Project.

☒ 5. Within 30 days of completion of scoping, after consultation with Applicant and other agencies, as appropriate, the County will provide the CEQA Contractor with a list of primary issues, other identified issues, and a list of environmental elements that must be discussed in the environmental document. Additional elements may be added as other information is obtained during the environmental document process.

☒ 6. The County or the CEQA Contractor shall be required to review the baseline data currently available in Applicant's files and other publicly available sources. The County or the CEQA Contractor shall determine the adequacy of such baseline data for meeting the requirements of CEQA. Based on the adequacy determination, the County or the CEQA Contractor shall describe the scope of additional baseline study needs, if necessary, for each environmental category pertinent to preparing the environmental document. The baseline data collection needs assessment for each environmental category will identify the specific types of data to be collected and the methodologies to be followed during data collection activities.

☒ 7. Applicant at its sole option, collect and prepare baseline data as required for the adequate completion of the environmental document. The County and the CEQA Contractor, if retained, will be responsible for determining the adequacy of any and all data collected by Applicant. Applicant shall promptly notify the County and the CEQA Contractor if it elects to prepare baseline data.

☒ 8. As soon as possible after scoping and evaluation, and acceptance of the baseline data, County, the CEQA Contractor, Applicant and other agencies deemed appropriate, will meet to jointly develop alternatives to the proposed Project that will be used in the environmental document.

☒ 9. If Applicant does not elect to prepare baseline data the CEQA Contractor shall provide expertise, personnel and facilities to assist the County (and any responsible agencies) in baseline data collection (if requested), analyses, and preparation of the environmental document in the manner designated by the County (or by such responsible agencies).

☒ 10. If an EIR is deemed necessary, then the CEQA Contractor will be required, in consultation with the County and Applicant, to prepare a plan to guide the preparation of the environmental document and propose the organization, scheduling, and content of the environmental document. (This plain is hereinafter referred to as the "Preparation Plan.") The Preparation Plan will include, at a minimum, baseline data needs, names and credentials of potential subcontractors, a proposed timeline for the process and an estimate of costs to complete the environmental document and economic analysis.

☒ 11. County reserves the right to prepare selected Paragraphs of the environmental document. Any environmental document Paragraphs to be prepared by the County shall be identified in the Preparation Plan. In the event of an election by the County to prepare a Paragraph(s) of the environmental document, the County will supply such Paragraph(s) of the environmental document in an appropriate format so that it may be timely integrated into the environmental document.

☒ 12. Once approved by the County, and concurred with by Applicant, the Preparation Plan shall establish the scope of the work required in the acquisition of environmental data and the development and preparation of the environmental document.

☒ 13. The approved Preparation Plan may be modified by the County only in the event that Applicant proposes a change in the proposed Project, changes in state or national policy or law changes occur which affect the Project scope, changes that are necessary to achieve compliance with CEQA, or other applicable law, or significant new information is obtained as a result from comments on the Draft environmental document. The County will inform Applicant in writing of any such modifications. Modifications made under this provision will be limited to those reasonably necessary to respond to the change or requirement. Pursuant to any changes in the Preparation Plan, the County shall prepare an estimate of costs, and any necessary amendments to the relevant contract.

☒ 14. The CEQA Contractor will be required, upon request, to provide the County full and complete access to all procedures and underlying data used in developing submitted Paragraphs of the environmental document including, but not limited to, final reports, and subcontractor reports, whether or not such information may be contained in the working papers or the environmental document.

☒ 15. The CEQA Contractor shall be required to assume primary responsibility for writing or rewriting all Paragraphs, parts, or chapters of the environmental document consistent with the overall time schedule developed in the Preparation Plan and subject to the review and revision of all responsible and other cooperating agencies. The County shall retain final review and approval authority over the environmental document.

☒ 16. The contract between the County and the CEQA Contractor shall require the attendance, full participation, and cooperation of the Contractor with respect to public meetings required by the County to foster public familiarity and participation with the CEQA process and the Project.

☒ 17. Applicant will attend meetings to coordinate the preparation of the environmental document. Staff of the County or Applicant may, at times, work directly with the CEQA Contractor. Any decisions made at such meetings will be summarized in writing and distributed to Applicant except in the case of certain pre-decisional information that has been deemed by the County not appropriate for release to the Applicant.

☒ 18. The CEQA Contractor, if retained, shall be required, with respect to all analyses, and the review, Draft, and Final copies of the environmental document, to be responsible for stenographic, clerical, graphics, layout, printing, and like costs. The Contractor shall be required to be responsible for the costs of preparing and providing to the County sufficient copies of the Draft environmental document and Final environmental document and modifications as well as copies of supporting technical documents prepared in conjunction with the environmental document. The Contractor will be required to provide the County and any other lead agency with duplicate originals of the Draft environmental document, Final environmental document, and supporting documents.

☒ 19. The County shall regularly monitor the work of the CEQA Contractor. The Contractor will report to the County and Applicant on the progress of the work, problems encountered, recommendations for modifications to the Preparation Plan and suggested changes in methodology or schedules for completion of the environmental document on a regular basis. Working papers or documents shall be transmitted simultaneously to the County for review and to Applicant for their information. The County will determine the need for review by concerned governmental agencies, or other interested parties, and solicit their comments as appropriate.

☒ 20. The CEQA Contractor shall be required to produce preliminary Draft environmental document for review by the County. The preliminary draft(s) shall include all text, maps, appendices, tables, charts and other materials that will be incorporated in the Draft environmental document. As determined by the County, the Contractor shall provide a reasonable number of copies to each party to meet internal review needs. Concurrently, additional copies shall be provided to Applicant.

☒ 21. The County shall review the preliminary Draft environmental document and provide comments to the CEQA Contractor in writing. Effort shall be made to provide comments within four weeks of receipt of the completed preliminary draft. The County may request a meeting with Contractor and Applicant to discuss comments and necessary revisions of the Preliminary Draft environmental document acceptable to the County. Additional review may be required.

☒ 22. The CEQA Contractor may be required to be responsible for printing and mailing of the environmental document. In such case, County will provide a mailing list to the Contractor distributing the environmental document to the public and to other federal, state and local agencies as required by law. The County will publish a Notice of Availability of the document as required by California law.

☒ 23. The County and the CEQA Contractor shall jointly schedule and conduct public meetings to receive comments on the Draft environmental document during the public review period. The County shall receive and log written comments submitted on the Draft environmental document during the public review period. Copies of the comments will be submitted to the Contractor to prepare preliminary responses. The County shall review the responses for accuracy and identify any necessary revisions before they are incorporated into the Final environmental document. The Final environmental document will be prepared and reviewed in the same manner as the Draft environmental document.

☒ 24. The County shall have final authority to determine the text of the Final environmental document. Upon acceptance and approval of the Final environmental document, the County shall authorize the release of the Final environmental document to the public and to federal, state, and local agencies. The CEQA Contractor or the County shall be responsible for printing and mailing of the Final environmental document, and the County shall be responsible for keeping the mailing list current.

☒ 25. As long as this Agreement remains in effect, Applicant and the CEQA Contractor will not enter into any contract or agreement resulting in, nor to result in, the Contractor's provision of services to Applicant related to the Project.

☒ 26. The CEQA Contractor shall be restricted to make no media release, public mailing, nor hold formal/public discussions without the prior approval and direction of the County. Upon completion of the environmental document, or upon request by the County, the CEQA Contractor shall be required to provide the County all notes, working papers, drafts, baseline data, public contact records, correspondence, calculations, models, and other relevant background information or data. The information provided may be originals or facsimiles on an approved medium.

☒ 27. The contract between the County and the CEQA Contractor shall require the Contractor to cooperate with the County, or with any other agency that has jurisdiction over the portion of the Project challenged, and to provide any assistance or service reasonably necessary and related to the Contractor's work in defense of any suit involving the legality or adequacy of the compliance with CEQA.

☒ 28. Notwithstanding any other provisions of this Agreement, and without diminishing the obligations of Applicant or the CEQA Contractor, the defense to any challenge to the decision made on the environmental document, or of any challenge to the record of decision will be the responsibility of the County or other agency that has jurisdiction over the portion of the Project challenged. The County, or other agency having jurisdiction over such challenge, will have and maintain sole discretion to determine how to respond, defend, or settle such challenge.

☒ 29. If, for any reason, a change in the Contractor selected to assist the County in the preparation of the environmental document is necessary, the County will engage in one of the Contractor selection procedures provided in this Agreement.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO AND
C.G. Roxane LLC
FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES

HOURLY RATES (NON OVERTIME) OF COUNTY PERSONNEL INCLUDING BENEFITS:

POSITION	HOURLY RATE WITH FRINGE BENEFITS
County Administrative Offices:	
County Administrator	$ 95.20
Administrative Analyst	$ 40.64
Office of County Counsel:	$98.00 (Flat Rate)
Planning Department:	
Planning Director	$ 66.23
Senior Planner	$ 49.06
Associate Planner	$ 40.57
~~Fiscal Supervisor~~ -> PLANNING COORDINATOR	$ 36.94
Special Planning Commission Meeting	$ per meeting
Special Water Commission Meeting	$ per meeting
County Auditor:	$ 68.00

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Schedule time for ☐ Closed Session ☐ Informational

For Clerk's Use Only:
AGENDA NUMBER
11

FROM: Public Works Department

FOR THE BOARD MEETING OF: February 7, 2012

SUBJECT: Resolution and Notice of Completion for the Tecopa Hot Springs Sewer Lagoon Repair Project

DEPARTMENTAL RECOMMENDATIONS: The Public Works Department requests that the board approve the resolution accepting the improvements and authorize the recording of a notice of completion for the Tecopa Hot Springs Sewer Lagoon Repair Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Prominent Systems of Industry, CA completed construction of the Tecopa Hot Springs Sewer Lagoon Repair Project. This project consisted of installing a liner on the banks of the existing sewer lagoon. The final contract amount, as of today for Tecopa Hot Springs Sewer Lagoon Repair Project was $634,996.18. The contractor is disputing the final pay, so the actual final pay is unknown. The total cost of the project, including engineering, construction and construction engineering, is at least $1,089,400 to date. Resolving the final pay will require additional engineering time.

On April 8, 2011 the final inspection was performed and the improvements were determined to be complete in accordance with the contract to the satisfaction of the public works director. Accordingly, the director is requesting that the board adopt the attached resolution that accepts the completed improvements and authorizes the public works director to record a notice of completion for the project.

ALTERNATIVES: The Board could choose not to approve the resolution, in which case the work would not be formally accepted and the Notice of Completion could not be filed. This is not recommended because the work has been completed and the retentions have been returned to the contractor.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed the resolution.

FINANCING: This project was funded State of California Proposition 40 and County General Funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: yes Date 2/1/12
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: yes Date 2/2/12
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 2/2/12
FOR DOUG WILSON

RESOLUTION #2012-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION FOR TECOPA HOT SPRINGS SEWER LAGOON REPAIR PROJECT

WHEREAS, Interim Director of Public Works for the County of Inyo, Doug Wilson, has determined that the Tecopa Hot Springs Sewer Lagoon Repair Project has been completed by Prominent Systems, Inc. of Industry, CA in accordance with the project plans and specifications as amended by Contract Change Orders.

NOW, THEREFORE, BE IT RESOLVED, that the director of public works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Tecopa Hot Springs Sewer Lagoon Repair Project.

Passed, approved and adopted this 7th day of February, 2012 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk

by _____
Clerk of the Board of Supervisors

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

County of Inyo
c/o Director of Public Works
Public Works Department
168 No. Edwards Street
PO Drawer Q
Independence, CA 93526

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Tecopa Hot Springs Sewer Lagoon Repair Project on the property hereinafter described was completed on April 8, 2011, and was accepted by the Inyo County Board of Supervisors on February 7, 2012.

2. The property on which the Tecopa Hot Springs Sewer Lagoon Repair Project has been completed is located immediately on Bureau of Land Management land in the community of Tecopa

3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, PO Drawer N, Independence, CA 93526, maintains the Tecopa Hot Springs Sewer Lagoon Repair and is operates pursuant to a lease from the United States Department of the Interior Bureau of Land Management.

4. The undersigned Doug Wilson is the Interim Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted February 7, 2012 by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.

5. The name of the original contractor that constructed the Tecopa Hot Springs Sewer Lagoon Repair Project pursuant to contract with the owner is Prominent Systems, Inc. of Industry, CA.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions that are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated: _____

By: _____
Doug Wilson, Interim Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Doug Wilson, being duly sworn, hereby declare: That I am the Interim Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity which executed the foregoing NOTICE OF COMPLETION for the Tecopa Hot Springs Sewer Lagoon Repair Project as owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute the NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein is true and correct.

Dated:

_____
Doug Wilson

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Schedule time for ☐ Closed Session ☐ Informational

For Clerk's Use Only:
AGENDA NUMBER
12

FROM: Public Works Department

FOR THE BOARD MEETING OF: February 7, 2012

SUBJECT: Resolution and Notice of Completion for the Bishop-Sunland Landfill Gatehouse Project.

DEPARTMENTAL RECOMMENDATIONS:

1. Recommend the Board approve the resolution accepting the improvements for the Bishop-Sunland Landfill Gatehouse Project; and
2. Authorize the recording of a Notice of Completion for the Bishop-Sunland Landfill Gatehouse Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: OzzCorp Builders, Inc. of Bishop, California recently completed construction of the Bishop-Sunland Landfill Gatehouse Project. This project consisted of procuring and installing an ADA accessable modular gatehouse building, providing required electrical and water connections, and constructing a septic system for the building.

The originally approved construction contract amount for the Bishop-Sunland Landfill Gatehouse Project was $75,000. The total final cost for constructing the project, including all change orders, engineering inspection and oversight, and is estimated at approximately $89,000 (just under the budgeted amount of $89,370).

On January 19, 2011 the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the director is requesting that the Board adopt the attached resolution, which accepts the completed improvements and authorizes the Public Works Director to record a notice of completion for the project, which formally accepts the work.

The notice of completion limits the time periods for claims and establishes the date the contractor is paid the remaining funds due under the contract (the retention).

ALTERNATIVES: The Board could choose not to approve the resolution. Consequently, the project would not be formally accepted and the notice of completion could not be filed. Choosing not to approve the resolution is not recommended because it will extend the time period during which stop notices can be submitted and will delay the release of retention to the Contractor.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed the resolution. The County Auditor's office will pay the retention currently being withheld.

FINANCING: The funds for this project will be provided through the Solid Waste Budget 045700, Object Code 5460, Structures and Improvements.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: _____ Date 2/1/12
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Leslie L. Chapman Approved: ✓ Date 2/1/12
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 2-1-12

RESOLUTION # 2012 -

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION FOR THE BISHOP-SUNLAND LANDFILL GATEHOUSE PROJECT

WHEREAS, Doug Wilson, Interim Director of Public Works for the County of Inyo, has determined that the Bishop-Sunland Landfill Gatehouse Project has been completed by OzzCorp Builders, Inc. in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Bishop-Sunland Landfill Gatehouse Project.

Passed, approved and adopted this _____th day of February, 2012 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk

by _____
Assistant Clerk to the Board

RECORDING REQUESTED BY AND TO BE RETURNED TO:
County of Inyo
c/o Interim Director of Public Works
Public Works Department
168 No. Edwards Street
PO Drawer Q
Independence, CA 93526

RECORDING REQUESTED BY
AND TO BE RETURNED TO:
County of Inyo
c/o Interim Director of Public Works
Public Works Department
168 No. Edwards Street
PO Drawer Q
Independence, CA 93526

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Bishop-Sunland Landfill Gatehouse Project on the property hereinafter described was completed on January 19, 2012 and was accepted by the Inyo County Board of Supervisors on _____, 2012.

2. The property on which the Bishop-Sunland Landfill Gatehouse Project has been completed is located at the Bishop-Sunland Landfill, Bishop, California, 110 Sunland Indian Reservation Road, Bishop, CA 93514.

3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, leases and maintains the real property from the property owner, Los Angeles Department of Water and Power, upon which the Bishop-Sunland Landfill occupies, located at 110 Sunland Indian Reservation Road , Bishop, California.

4. The undersigned Doug Wilson is the Interim Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted _____,2012 by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.

5. The name of the original contractor that constructed the Bishop-Sunland Landfill Gatehouse Project pursuant to contract with the owner is OzzCorp Builders, Inc..

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions that are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated: _____

By: _____
Doug Wilson, Interim Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Doug Wilson, hereby declare: That I am the Interim Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Bishop-Sunland Landfill Gatehouse Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated:_____

_____
Doug Wilson
Interim Director of Public Works

For Clerk's Use Only:
AGENDA NUMBER

13

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ■ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: HEALTH & HUMAN SERVICES – Fiscal Division

FOR THE BOARD MEETING OF: February 7, 2012

SUBJECT: Request to fill vacant Health Account Technician I/II

DEPARTMENTAL RECOMMENDATION:
Request your Board find that, consistent with the adopted Authorized Position Review Policy:

1) The availability of funding for the requested position exists in the Health Budget, as certified by the Health and Human Services Director, and concurred with by the County Administrator and the Auditor-Controller; and
2) where internal candidates meet the qualifications for the positions, the vacancy could be filled through an internal recruitment, though an open recruitment would be more appropriate to ensure a sufficient number of qualified candidates apply if an appropriate candidate is not found on an existing eligibility list; and
3) approve the hiring of one Account Technician I (Range 55, $2,910-$3,537) or Account Technician II (Range 59, $3,194 - $3,880) depending on qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
An Account Technician II who worked primarily with Public Health budgets recently retired from the HHS Fiscal division. The Health Account Technician is responsible for processing payments for Public Health and all of the Health Grants; depositing revenue; processing the CCS Treatment quarterly billings; backs up the Vital Statistics desk (Birth/Death Certificates and all related billings and reports); tracks all inmate medical costs; assists in preparation of the quarterly grant billings with the Health Administrative Analyst; assists the Health staff during flu clinics; and does all of the billing functions for Medicare, Medi-Cal and Insurance for client visits to the clinics, tracking claim processes and denials and additionally re-billing all claims that are bounced back. This position requires specialized skills in Medi-Cal, insurance and Medi-Care billing, as well as a high degree of proficiency in using Microsoft software programs. This position also cross-trains with other HHS Fiscal divisions to insure that there is coverage in case of vacancies.

ALTERNATIVES:
Denying this request would mean a potential loss/delay of revenue, related to the billing of clinic services to Medi-Cal/Medicare and Insurance billings, delays in getting reports to the State, and the possibility of delays to vendors for payments due to the shortage of staff.

OTHER AGENCY INVOLVEMENT:
State of California Department of Public Health Services, and State of California Department of Health Services

FINANCING:
Funding for this position is from State, Federal and Health Realignment dollars. This position is budgeted as follows: Health (045100) – 40%; AIDS Consortium (641211) – 2%; CCS Admin (045501) – 3%; CHDP (045102) – 5%; MCAH (641611) – 5%; Tobacco (640311) – 20%; WIC (641911) – 10%; IMAAA (612500) – 15% in the salaries and benefits codes. There are no County General Funds in this position.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* 1/18/2012 Approved: _____ Date:
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: ✓ 1/16/12 Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) _____ Date: 1-20-12

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
14

X Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Water Department

FOR THE BOARD MEETING OF: February 7, 2012

SUBJECT: Recruitment of Four Seasonal Field Assistants

DEPARTMENTAL RECOMMENDATION: Request Board find that consistent with the adopted Authorized Position Review Policy; A) The availability of funding for the requested positions exists as certified by the Water Director and concurred with by the County Administrator and the Auditor-Controller; and B) where internal candidates meet the qualifications for the positions, the vacancies could possibly be filled through internal recruitment, but an open recruitment would be more appropriate as there may not be sufficient internal applicants to fill the requested positions; and C) approve the hiring of four seasonal Field Assistant I at Range 050PT ($13.90 - $16.87 per hour), one position May 16, 2012 through August 31, 2012 and three positions June 1, 2012 through August 31, 2012, contingent upon the adoption of FY 2012/2013 budget.

SUMMARY DISCUSSION: The Water Department has annually hired seasonal Field Assistants to assist with vegetation monitoring that has been conducted since the early-1990s. The purpose of this program is to evaluate vegetation conditions with respect to the Long-Term Water Agreement's requirements for native vegetation.

ALTERNATIVES: The Board could decide not to approve the request. This alternative would hamper the Water Department's ability to assess LADWP's compliance with Long-Term Water Agreement goals for native vegetation. This alternative would also diminish the Water Department's ability to fulfill our commitment to participation in LORP monitoring.

OTHER AGENCY INVOLVEMENT: The Inyo County Personnel Department will assist with the recruitment of the requested positions.

FINANCING: Funds were budgeted and approved in the FY 2011-2012 Water Department budget for four Seasonal Field Assistants. One month of field assistants funding will come from the FY 2011/2012 budget, with July through August being contingent on the adoption of the 2012/13 budget. (024102-5012)

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 1/31/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: J Date 1/31/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 1-31-12
(The Original plus 20 copies of this document are required)

For Clerk's Use Only: AGENDA NUMBER
15

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **February 7, 2012**

SUBJECT: Authorization to hire Network and Operations Analyst

DEPARTMENTAL RECOMMENDATION:

Request your Board find that consistent with the adopted Authorized Position Review Policy:

A. The availability of funding for this requested position come from the General Funds, as certified by the Information Services Manager and concurred with by the County Administrator, and the Auditor-Controller; and where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an existing list or an internal recruitment, but an open recruitment would be appropriate to ensure qualified applicants apply; and

B. Approve the hiring of one Network and Operations Analyst (I, Range 65, [$3,671-$4,464] – IV Range 76, [$4,768-$5,796]), and authorize to hire at the E step, depending on qualifications.

SUMMARY DISCUSSION: Presently Inyo County Information Services is staffed with seasoned and experienced personnel. Each staff member's unique individual skill is leveraged and the team is highly optimized as a result. Information Services has carried a position vacancy for several years in an effort to minimize operating costs. While the reduced work volume capacity is justified considering budget realities, there is also a high level of risk associated with maintaining the vacancy. Under current staffing, if any present Information Services staff member were to vacate their position, not only would volume capacity be further reduced, the loss of knowledge and specialized skill would be crippling. In an effort to reduce risk and in anticipation of a position vacancy, Information Services is requesting authorization to hire a Network and Operations Analyst. Recognizing the high skill level of present Information Services personnel, staff makes the recommendation that only highly qualified, experienced candidates be considered for hire. In an effort to recruit the best candidate, staff is specifically requesting authorization up to Range 76 step E [$5,796] should an appropriately qualified, experienced candidate be selected.

ALTERNATIVES: Your Board could choose not to approve hire at an E step in which case staff would continue to pursue the best candidates. Alternatively your Board could choose not to authorize filling the vacancy.

OTHER AGENCY INVOLVEMENT: All County departments.

FINANCING: The funding for this position is budgeted in the Board approved Information Services FY 2011-12 budget [011801-including all Salary & Benefit related object codes].

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Leslie L. Chapman Approved: ✓ Date 2/1/11
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) [signature] FOR K. CALUNCHIO Date: 2/1/11

For Clerk's Use Only:
AGENDA NUMBER
16

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Integrated Waste Management

FOR THE BOARD MEETING OF: **February 7, 2012**

SUBJECT: **April Waste Tire Amnesty Event**

DEPARTMENTAL RECOMMENDATION:

Inyo County Integrated Waste Management (IWM) has partnered with the Environmental Services Joint Powers Authority (ESJPA) to secure grant funding to conduct a two-day Waste Tire Amnesty Event scheduled for Friday, April 20, 2012 and Saturday April 21, 2012.

Inyo County Integrated Waste Management is requesting that your Board waive all gate and disposal fees associated with the April waste automotive tire recycling amnesty event.

SUMMARY DISCUSSION:

IWM has partnered with the Environmental Services Joint Powers Authority (ESJPA) to obtain grant funding from CalRecycle to conduct a two-day Waste Automotive Tire Amnesty Event for the residents of Inyo County. The two-day annual event scheduled for April 20th and 21st will allow County residents and public agencies to recycle used waste automotive tires free of charge at the County landfills. **The event is not open to commercial tire dealers and no heavy equipment tires are accepted.**

The annual two-day April event typically results in the collection of 5,000 to 6,000 used waste automotive tires. The event collection, sorting, loading and shipping expenses are estimated to be $10,000 to $15,000. Inyo County is expecting to receive just over $16,000 in grant funding. The grant will be sufficient to cover all event expenses.

ALTERNATIVES:

Your Board may choose not to authorize the participation in the waste tire grant. However, the annual April tire amnesty event has been offered for the past thirteen years to County residents and public agencies to recycle waste automotive tires at no charge. The event has been very well received by the public. The event is not open to commercial tire dealers.

FINANCING:

The event will be paid for utilizing grant funding from CalRecycle secured by the ESJPA. All program invoicing will be sent directly to the ESJPA for payment.

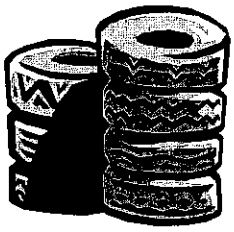
APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 1/5/2011
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: Date 1/6/2012
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 1-6-12

arf waste tire amnesty event 2012.doc

INYO COUNTY
TIRE AMNESTY DAY



CalRecycle

FREE TIRE DISPOSAL

When: **Friday and Saturday**
April 20th and 21st, 2012

Free tire disposal at the following locations:

Bishop-Sunland Landfill, Sunland Reservation Road, Bishop
Independence Landfill, Dump Road, Independence
Lone Pine Landfill, Sub-Station Road, Lone Pine
Time: 7:30 a.m. – 3:30 p.m.
Big Pine Transfer Station, Big Pine Dump Road, Big Pine
Time: 8 a.m. – 4 p.m.

County residents may dispose of up to nine (9)* passenger or truck tires **without rims**, on the date and time listed above, for FREE!
(No heavy equipment tires)
*Note: California law prohibits transport of more than nine tires at a time.

For additional information, please contact
Inyo County Integrated Waste Management at (760) 873-5577
NOT AVAILABLE TO TIRE DEALERS

Funding provided by a grant from the
Department of Resources Recycling and Recovery (CalRecycle)
Sponsored by Inyo County and the Rural Counties' Environmental Services Joint Powers Authority

INYO COUNTY
TIRE AMNESTY DAY

CalRecycle

FREE TIRE DISPOSAL

When: **Friday and Saturday**
April 20th and 21st, 2012

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NOT AVAILABLE TO TIRE DEALERS
***Note: California law prohibits transport of more than nine tires at a time.**

Funding provided by a grant from the Department of Resources Recycling and Recovery (CalRecycle)
Sponsored by Inyo County and the Rural Counties' Environmental Services Joint Powers Authority

INYO COUNTY
TIRE AMNESTY DAY

CalRecycle

FREE TIRE DISPOSAL

When: **Friday and Saturday**
April 20th and 21st, 2012

Free tire disposal at the following locations:
Bishop-Sunland Landfill, Sunland Road, Bishop
Independence Landfill, Dump Road, Independence
Lone Pine Landfill, Sub-Station Road, Lone Pine
Time: 7:30 a.m. – 3:30 p.m.
Big Pine Transfer Station, Big Pine Dump Road, Big Pine
Time: 8 a.m. – 4 p.m.

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For additional information, please contact
Inyo County Integrated Waste Management at (760) 873-5577
***Note: California law prohibits transport of more than nine tires at a time.**
NOT AVAILABLE TO TIRE DEALERS

Funding provided by a grant from the Department of Resources Recycling and Recovery (CalRecycle)
Sponsored by Inyo County and the Rural Counties' Environmental Services Joint Powers Authority

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
17

☐ Consent ☒ Departmental ☒Correspondence Action ☐ Public Hearing
☐ Scheduled Time ☐ Closed Session ☒ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: February 7, 2012

SUBJECT: Clean Air Projects Program

DEPARTMENTAL RECOMMENDATION: Review the Notice of Funding Availability Request for Proposal for the Clean Air Projects Program, receive a presentation from staff regarding submitting an proposal for Compressed Natural Gas (CNG) fueling station and fleet retrofit, and review and approve a proposed resolution authorizing submittal of an application.

SUMMARY DISCUSSION: The Great Basin Unified Air Pollution Control District (GBUAPCD) has released a Notice of Funding Availability Request for Proposals (RFP) for clean air projects through its Clean Air Projects Program (CAPP) (refer to Attachment 2). The CAPP was created with the City of Los Angeles Department of Water and Power to mitigate delays in dust control at Owens Lake to provide for selection, oversight, and payment of projects within the District that reduce air pollutant emissions. Proposals are due by February 15, 2012.

In consultation with representatives of Mono County, the Town of Mammoth Lakes, and the City of Bishop, County staff has developed a preliminary concept to respond to the RFP with a proposal to develop CNG fueling stations in the Eastern Sierra and retrofit agency fleets. CNG is a more economical fuel than gasoline and diesel, and provides relative air quality benefits. Technical issues with CNG vehicles have been reduced, and maintenance costs are falling. Once the stations are developed and utilized by the retrofitted vehicles, additional stations and vehicle retrofits could be accomplished. Thus, this unique funding opportunity provides a means to begin converting portions of the County's vehicle fleet to CNG, reduce County costs, and achieve important air quality benefits.

Preliminarily, staff intends to submit a proposal to develop three-to-five CNG fueling stations at agency yards and/or commercial fueling stations for $1.5 million. Possible locations include Lone Pine, Independence, Big Pine, Bishop, Mammoth Lakes, and Bridgeport. In addition to working with existing gas stations that may be interested in developing this infrastructure, there is also the possibility to rehabilitate vacant gas stations along the 395 corridor to a CNG program. Due to the RFP criteria, staff believes that at least one station should be developed in Independence or Lone Pine. Given the number of agencies operating fleets out of the Bishop area, a Bishop station is desirable as well. Publicly accessible stations in Mammoth Lakes and in the lower Owens Valley are also desirable to make feasible private trips through the area in CNG vehicles from existing CNG fueling stations in in southern California, Reno, and Lake Tahoe.

Staff has been working with the Antelope Valley Clean Cities Coalition to determine appropriate vehicles within the County's fleet for potential conversion. Staff is estimating at this time that a total of 100 conversions can be accomplished for $1 million; this estimate will need to be refined based on the specifics of the agencies' vehicle fleets. Several issues with conversion of the

County's fleet include specific needs for the Sheriff and the need to operate equipment in remote areas without access to CNG fueling facilities.

The primary barrier to implementation appears to be the project deadline of December 31, 2013. It is hoped that, if Inyo and Mono counties, the City of Bishop and the Town of Mammoth Lakes are supportive of this proposal, the GBUAPCD staff and/or Board could extend this deadline. Another barrier is providing a critical mass of vehicles to support the new fueling stations; however, staff believes that over time, vehicle fleets can partially convert to CNG, and that providing a critical mass at this juncture may not be necessary, whereas developing a network of fueling stations is critical. Also, the participating agencies could purchase CNG vehicles with their own funds during and after grant implementation to contribute the total number of vehicles utilizing the stations.

ALTERNATIVES: The Board may consider directing staff to provide a copy of the draft proposal on February 14 before approving the resolution. The Board may also direct staff to cease work on the proposal; staff believes that this is a unique opportunity and that the project would be especially suited to the grant criteria and beneficial to the County.

***OTHER AGENCY INVOLVEMENT*:** GBUAPCD and CAPP; Mono County, Town of Mammoth Lakes, City of Bishop, and possibly other agencies operating vehicle fleets in the Eastern Sierra; Antelope Valley Clean Cities Coalition.

***FINANCING*:** Resources from the County's general fund are utilized to monitor and report potential funding opportunities. If the proposal is accepted, the County would be responsible for administering the project in cooperation with other participating agencies. It is anticipated that this work can be absorbed by existing staffing levels and resources. Funding may be required for the assistance of the Antelope Valley Clean Cities Coalition, but this would need to be approved by the Board at a future date. Funds would also be necessary to purchase new CNG vehicles and potentially develop new CNG fueling stations in the future; this would be contingent upon adoption of future budgets. The Motor Pool, Road, and Solid Waste budgets routinely budget funds for vehicle and equipment replacement, and some of these funds could be specified for CNG vehicles; additionally, funding for CNG equipment could possibly be accomplished, at least in part, through future grant opportunities.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* 1/27/12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

Date: 1-27-12

Attachments

1. Draft Resolution
2. RFP

RESOLUTION NO. 2012-____

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE SUBMITTAL TO THE CLEAN AIR PROJECTS PROGRAM A PROPOSAL FOR A COMPRESSED NATURAL GAS FUELING STATIONS AND VEHICLE FLEET RETROFIT PROJECT

WHEREAS, the Great Basin Unified Air Pollution Control District (GBUAPCD) has released a Notice of Funding Availability Request for Proposals (RFP) on December 9, 2011 for clean air projects through its Clean Air Projects Program (CAPP), which was created with the City of Los Angeles Department of Water and Power to mitigate delays in dust control at Owens Lake to provide for selection, oversight, and payment of projects within the District that reduce air pollutant emissions; and

WHEREAS, CAPP funds must be used for voluntary projects that directly or indirectly reduce air pollution; and

WHEREAS, the CAPP Notice of Funding Availability RFP requires that responses include an authorizing resolution from the governing body of the applicant; and

WHEREAS, a proposal is being developed for CNG fueling stations in the Eastern Sierra and retrofit agency fleets to operate on CNG; and

WHEREAS, this unique funding opportunity provides a means to begin converting portions of the County's vehicle fleet to CNG, reduce County costs, and achieve important air quality benefits; and

WHEREAS, this Board finds that the County's receipt of such funding would be beneficial to the residents of Inyo County and reduce direct and indirect air pollutant emissions throughout the jurisdiction of the GBUAPCD and particularly within the Owens Valley Planning Area.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors hereby approves the filing of an application for a fueling station and fleet retrofit project in response to the CAPP Notice of Funding Availability RFP.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California, this 7th day of February 2012, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Chairperson,
Inyo County Board of Supervisors

ATTEST: Kevin D. Carunchio
Clerk of the Board

By: _____

Patricia Gunsolley, Assistant

Clean Air Projects Program

a joint project of Great Basin Unified Air Pollution Control District
and Los Angeles Department of Water & Power

NOTICE OF FUNDING AVAILABILITY

Request for Proposals (RFP)

December 9, 2011

Background

As a means toward mitigating excess air emissions associated with delays in implementing dust control measures on 3.1 square miles of the Owens Lake bed in Eastern California's Inyo County, the Great Basin Unified Air Pollution Control District (Air District) and the Los Angeles Department of Water and Power (LADWP) are jointly supporting "clean air projects" throughout the Air District. "Clean air projects" are defined as improvements, replacements, or programs that directly or indirectly result in a reduction of air pollution emissions.

With funds from LADWP, the Clean Air Projects Program (CAPP) was created by the Air District to provide for the selection, oversight and payment of projects throughout its California district, which encompasses Inyo, Mono and Alpine counties. Preference is given to clean air projects located in the area most affected by the non-compliance – southern Owens Valley, referred to as the "Owens Valley Planning Area" (OVPA). Two prioritized projects within the OVPA have already been approved for funding. An OVPA map is included with this RFP and is also available with other historical and supporting documents at http://capp.gbuapcd.org.

About $5,000,000 is currently available to fund clean air projects throughout the Air District, including the OVPA. All projects for consideration should be completed no later than December 31, 2013.

Applicant Qualifications

CAPP funding is open to **all** residents, organizations and entities within the Air District, including individuals, nonprofits, businesses, government and educational institutions. Indian tribal governments and residents, although not in the Air District, are also eligible. All projects for consideration must be located in Inyo, Mono or Alpine counties, including Indian tribal lands, and must target federal criteria air pollutants as defined by the California Air Resources Board's "Ambient Air Quality Standards." Federal criteria air pollutants include particulate matter (PM10 and PM2.5), ozone, sulfur dioxide, nitrogen dioxide and lead.

Air pollution reduction efforts already required of LADWP by Air District order do not qualify for CAPP funding. Additionally, any other compliance-driven requests for projects currently in violation of federal standards will not be considered.

Examples of Possible Projects

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Owens Valley Planning Area Preference

As noted above, projects within the OVPA will be given preference for funding. The OVPA is the Owens River hydrologic basin, stretching from Tinemaha Reservoir south to Haiwee Reservoir, and from the crest of the Sierra to the crest of the Inyos. It includes Independence, Lone Pine, Olancha, Cartago and Keeler, and smaller outlying communities and establishments such as Aberdeen, Alabama Hills and Boulder Creek.

"Preference" can mean that viable projects within the OVPA are automatically prioritized or may receive more funding for comparable projects than the rest of the Air District. For example, a wood stove replacement program could provide $1,500 to an OVPA resident toward replacing a polluting stove or fireplace with a new, EPA-compliant system, but provide $1,000 to residents elsewhere in the Air District for the same service. OVPA preference will be considered on a project-by-project basis.

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- A cover letter signed by an authorized representative summarizing the project and its highlights as related to CAPP goals.
- A title page including:
  - ✓ Project title and physical location
  - ✓ Applicant type: Individual, Nonprofit, Business, Government, Educational, Reservation, or other
  - ✓ Name and title of applicant
  - ✓ Name and title of project contact if different than above
  - ✓ Contact address, telephone number, email address, and website if applicable
  - ✓ Submission date
  - ✓ Amount requested
- Project description (1-10 pages)
- Project timeline (1 page)
- Project budget (1-2 pages)
- *Appendix with attachments as relevant (attachments will vary with proposals)

Project Description (1-10 pages)

This section should describe what you propose to accomplish and how, if awarded CAPP funds. Concisely describe your project in detail, making sure to include all applicable CAPP requirements and preferences as outlined above, such as applicant type, project location, shared project costs, and partnerships or coalitions. If relevant, applicants should describe involved staff and procedures to ensure proper project oversight, including monitoring, contract administration, and how funds would flow from the applicant to any contractors hired for the project.

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Provide a realistic project schedule – monthly or quarterly – for completing key program activities and milestones from start to end of funding requirements and project completion, including licenses and permits. (Note, project components requiring CAPP support must be finalized by December 31, 2013.)

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- ❖ If a nonprofit entity, copy of your IRS determination letter.
- ❖ If a nonprofit or for-profit business, copy of your most recent third-party audit or financial statement for most recently completed fiscal year. If your organization is not audited, submit your most recent IRS Form 990.
- ❖ If a for-profit business, copy of current business license and contractor's license if applicable; Articles of Incorporation (for corporations and limited liability corporations); Certificate of Limited Partnership, Statement of General Partnership, or a Certificate of Good Standing issued by the California Secretary of State.
- ❖ Name(s), title(s) and contact information of project partners if relevant.
- ❖ Copies of any formal agreements between you and project partners if relevant, including an agreement letter from fiscal partners stating committed amounts and types of payments, whether they are direct, in-kind or otherwise.
- ❖ If your entity is subject to a governing body, such as a Board of Directors or City Council, include a copy of an authorizing Resolution.

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Clean Air Projects Program
Attention Lisa Isaacs
P.O. Box 100 – PMB 331
Mammoth Lakes, CA 93546-0100

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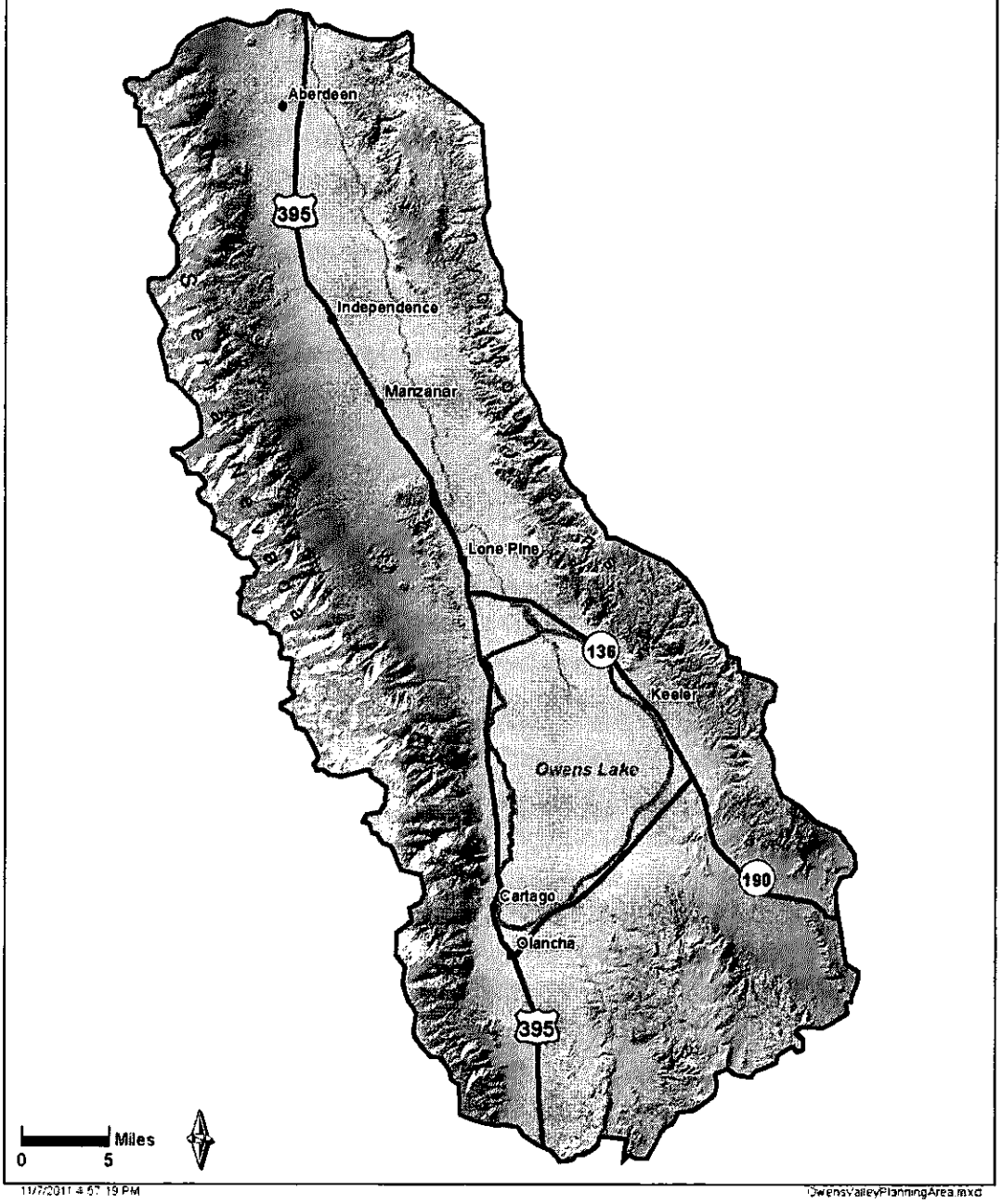
http://capp.gbuapcd.org
Lisa Isaacs, CAPP Administrator
Email capp@gbuapcd.org / Telephone 760.914.0388

Great Basin Unified Air Pollution Control District

Owens Valley Planning Area



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OwensValleyPlanningArea.mxd

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
18

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Schedule time for ☐ Closed Session ☐ Informational

FROM: Public Works and Road Department

FOR THE BOARD MEETING OF: February 7, 2012

SUBJECT: Inyo County CAPP Grant Application

DEPARTMENTAL RECOMMENDATIONS:

Approve the Resolution authorizing the application for CAPP funds in an amount to be determined, to the Great Basin Unified Air Pollution Control District for heating system upgrades to County facilities and Road Department equipment replacements as described in Exhibit A.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Great Basin Unified Air Pollution Control District (GBAPCD) recently received approximately $5.5 million in funds resulting from an agreement with the Los Angeles Department of Water and Power (LADWP) to provide a means for mitigating excess air emissions associated with delays in implementing dust control measures on 3.1 square miles of the Owens Lake bed. Of this amount, approximately $5 million is available to qualified applicants. Inyo County is qualified for these funds as described in the Request for Proposals (RFP), which is included in your Board package.

The Clean Air Project Program (CAPP) was developed to provide a means of distributing these funds for the reduction of air pollution especially in the Southern Owens Valley area, as an offset to the pollution created by the blowing dust from the Owens dry lake.

The Public Works Department is proposing to replace the aging heating equipment in Statham Hall in Lone Pine, Legion Hall and the Courthouse Annex in Independence. These systems were installed from approximately 1950 to 1978. The equipment operated at approximately 70 % efficiency when it was new, but time typically reduces the efficiency of heating equipment. Currently available heating equipment is rated at greater than 90% efficiency. There is significant savings to be gained from replacement of the old heaters and boilers. Based on the County's current expenditures for propane, we can expect a reduction in propane billing of approximately $7,900 annualy by installing the the described heating system upgrades.

The Road Department is proposing to replace its two (2) 1954 Snow Blowers. These 2 pieces of equipment are almost 60 years old. Parts for repair are very hard to find and at times, the Road Department has had to make some parts or find vendors that could hand make parts for us. While these two snow blowers have served the Road Department well, it is time to replace these units with snow blowers that are more environmentally efficient and capable of getting the job done faster and with less repair issues. Estimated prices range between $500,000 to $600,000 dollars for brand new units. It is important to note that snow removal equipment is exempt from CARB compliance, which makes these units perfect for this funding source, as this funding is for non-compliance driven projects.
The Road Department is also proposing to replace its two (2) antiquated mobile sweeper trucks. One truck is 41 years old and the other truck is 30 years old. These trucks are high maintenance vehicles as both units have two engines. The very nature of sweeping streets and the subsequent dust that is created makes these units appropriate for this funding. Unlike the snow blowers, these vehicles are subject to CARB compliance

but fit this funding source because of the amount of dust that can be controlled with new mobile sweepers, compared to our old mobile sweepers. Estimated cost for new mobile sweepers is between $200,000 and $275,000 dollars for brand new units that are CARB compliant.

Your board should also be aware that the project description and proposed equipment replacements attached should be considered a general description of the proposed work, and some adjustment of the final project description and replacements may be required based upon the estimated cost for construction and equipment.

The CAPP guidelines do not specify a matching requirement, but during an applicant briefing, the program manager indicated that a match will be critical in the evaluation of grant applications. We have included a 15% match in the proposal.

ALTERNATIVES:

The Board could choose not to approve the Resolutions authorizing the application for CAPP funds. This is not recommended since it would prevent the Public Works Department from making application and possibly securing funding for heating system upgrades and Road Department equipment replacements, and a significant potential reduction in heating system and electrical costs.

OTHER AGENCY INVOLVEMENT:

(1) County Counsel has reviewed this Agenda Request and the Resolution.
(2) The Auditor's Office will provide financial review for the expenditure of CAPP funds.
(3) Great Basin Unified Air Pollution Control District
(4) Los Angeles Department of Water and Power, who provided funding to the GBAPCD

FINANCING:

Funds for the Inyo County CAPP Heating System Retrofit Project are provided by the Great Basin Air Pollution Control Board. The funds if approved, will be deposited into the Deferred Maintenance Budget 011501, Object Code 4599, other agencies, and Road Budget, Budget 034600, Object Code 4599, other agencies.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: [signature] Date 2/1/12
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: ✓ Date 2/2/12
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: Date

*See Note

Leslie L. Chapman

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) [signature] FOR DOUG WILLSON

Date: 2/2/12

*Note: Board approved budget adjustments ~~&~~ including the grant matching funds will be required if/when funding is approved.

RESOLUTION NO. 2012-____

A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMITTAL OF A CLEAN AIR PROJECTS PROGRAM GRANT (CAPP) APPLICATION TO THE GREAT BASIN AIR POLLUTION CONTROL DISTRICT (GBAPCD)

WHEREAS, INYO COUNTY recognizes that it is in the interest of the regional, state, and national environment to reduce pollution emissions, create jobs, reduce fossil fuel emissions and reduce total energy usage and improve energy efficiency within our jurisdiction; and

WHEREAS, Clean Air Projects Program (CAPP) funds are available through the Great Basin Air Pollution Control District's (GBAPCD) CAPP Program for grants to eligible local governments for air pollution reduction projects; and

WHEREAS, INYO COUNTY is eligible for CAPP funding under the GBAPCD CAPP Program guidelines; and

WHEREAS, INYO COUNTY BOARD OF SUPERVISORS is proposing to implement the project/s described in Exhibit A in order to qualify for CAPP funds from the Great Basin Air Pollution Control District; and

THEREFORE, NOW BE IT ALSO RESOLVED that the INYO COUNTY BOARD OF SUPERVISORS authorizes the submittal of the application to the Great Basin Air Pollution Control District's CAPP Program for funds to execute the proposed projects described in Exhibit A.

BE IT ALSO RESOLVED, if recommended for funding by the Great Basin Air Pollution Control District, the INYO COUNTY BOARD OF SUPERVISORS authorizes INYO COUNTY PUBLIC WORKS DEPARTMENT to accept a grant award up to the amount of this application, and, that Public Works Director acting for the INYO COUNTY BOARD OF SUPERVISORS is hereby authorized and empowered to execute in the name of INYO COUNTY, all necessary contracts and agreements, and amendments hereto, to implement and carry out the purposes specified in the application.

;

;

;

PASSED AND ADOPTED this ___ day of February 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

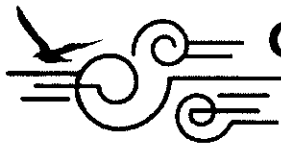
ABSENT:

_____

Marty Fortney, Board Chairperson
Inyo County Board of Supervisors

ATTEST:
Kevin Carunchio
CLERK OF THE BOARD

By: _____
Assistant



Clean Air Projects Program

a joint project of Great Basin Unified Air Pollution Control District and Los Angeles Department of Water & Power

NOTICE OF FUNDING AVAILABILITY

Request for Proposals (RFP)

December 9, 2011

Background

As a means toward mitigating excess air emissions associated with delays in implementing dust control measures on 3.1 square miles of the Owens Lake bed in Eastern California's Inyo County, the Great Basin Unified Air Pollution Control District (Air District) and the Los Angeles Department of Water and Power (LADWP) are jointly supporting "clean air projects" throughout the Air District. "Clean air projects" are defined as improvements, replacements, or programs that directly or indirectly result in a reduction of air pollution emissions.

With funds from LADWP, the Clean Air Projects Program (CAPP) was created by the Air District to provide for the selection, oversight and payment of projects throughout its California district, which encompasses Inyo, Mono and Alpine counties. Preference is given to clean air projects located in the area most affected by the non-compliance – southern Owens Valley, referred to as the "Owens Valley Planning Area" (OVPA). Two prioritized projects within the OVPA have already been approved for funding. An OVPA map is included with this RFP and is also available with other historical and supporting documents at http://capp.gbuapcd.org.

About $5,000,000 is currently available to fund clean air projects throughout the Air District, including the OVPA. All projects for consideration should be completed no later than December 31, 2013.

Applicant Qualifications

CAPP funding is open to all residents, organizations and entities within the Air District, including individuals, nonprofits, businesses, government and educational institutions. Indian tribal governments and residents, although not in the Air District, are also eligible. All projects for consideration must be located in Inyo, Mono or Alpine counties, including Indian tribal lands, and must target federal criteria air pollutants as defined by the California Air Resources Board's "Ambient Air Quality Standards." Federal criteria air pollutants include particulate matter (PM10 and PM2.5), ozone, sulfur dioxide, nitrogen dioxide and lead.

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Examples of Possible Projects

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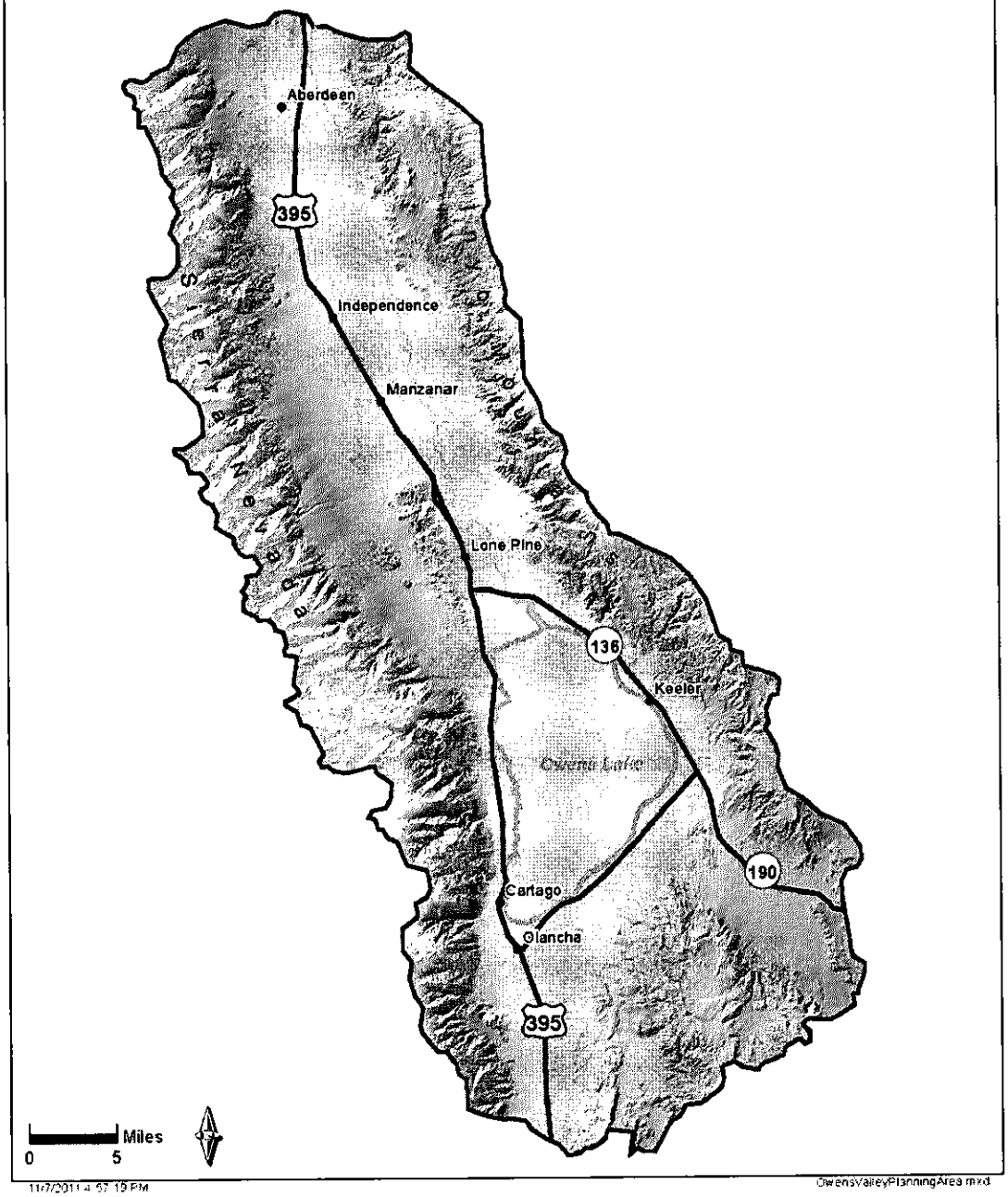
Great Basin Unified Air Pollution Control District

Owens Valley Planning Area



INYO COUNTY CAPP PROJECT PROPOSAL

EXHIBIT A

WORK ITEM	DESCRIPTION	QUANTITY	UNIT	INPUT	UNIT COST	TOTAL COST	GRANT REQUESTED	MATCHING FUNDS*	NOTES
	PROPOSED HEATING EQUIPMENT								
1	FAU heaters, Statham Hall, Lone Pine	2	EA	135,000 btu	$ 10,000	$ 20,000			original install 1975
2	FAU heaters, Statham Hall, Lone Pine	1	EA	150,000 btu	$ 10,000	$ 10,000			original install 1975
3	FAU heaters, Statham Hall, Lone Pine	1	EA	215,000 btu	$ 30,000	$ 30,000			original install 1975
4	FAU Heater, Legion Hall, Independence	1	EA	200,000	$ 5,000	$ 5,000			original install 1986
5	Unit Heater, Legion Hall, Lunch Rm, Upstairs	2	EA	40,000	$ 1,000	$ 2,000			original install 1954
6	Hydronic Propane Boiler, Courthouse Annex, Independence	1	EA	1,190,000 btu input	$ 35,000	$ 35,000			original install 1964
7	**TOTAL PROPOSED HVAC UPGRADES**					**$ 102,000**	**$ 86,700**	**$ 15,300**	
8									
9	**PROPOSED ROAD EQUIPMENT**								
10	Street Sweeper	2	EA		$ 275,000	$ 550,000			Replaces 1961 & 1971 Year
11	Snow Blower	2	EA		$ 600,000	$ 1,200,000			Replaces 1954 Year Model
12	**TOTAL PROPOSED ROAD EQUIPMENT**					**$ 1,750,000**	**$ 1,487,500**	**$ 262,500**	
13									
14	**TOTAL PROPOSAL**					**$ 1,852,000**	**$ 1,574,200**	**$ 277,800**	

* Matching funds are approximately 15% of project costs.

ANALYSIS OF PROPANE COST & CONSUMPTION FOR SELECTED INYO COUNTY BUILDINGS

Building	Address	sq-ft	Complex sq-ft	% of Complex	gallons	Dollars	$/sq-ft/yr	gal/sq-ft/yr
Jail	550 S. Clay St, Independence	36296			20,815.0	$ 39,273	$ 1.08	0.573
Legion Hall	205 S. Edwards, Independence	5688			1,570.7	$ 2,978	$ 0.52	0.276
Annex	168 N. Edwards St, Independence		14152	35.5%	7,701.1	$ 14,645	$ 1.03	0.544
courthouse	168 N. Edwards St, Independence		21468	53.8%	11,682.2	$ 22,216	$ 1.03	0.544
HHS	155 E. Market St, Independence		4285	10.7%	2,331.8	$ 4,434	$ 1.03	0.544
Annex Complex	168 N. Edwards St, Independence	39905	39905	100.0%	21,715.0	$ 41,295	$ 1.03	0.544
Statham Hall	138 N. Jackson St, Lone Pine	6998			4,725.6	$ 8,933	$ 1.28	0.675

NOTES:
Annex Complex - one billing for 3 buildings
Note constant cost and usage /sq-ft for 3 facilities
Jail included for reference. Jail usage includes propane for commercial kitchen
Statham Hall usage includes the kitchen appliances
Data based on Calendar year 2011

$53,206.33 total propane costs for 3 selected facilities

$ 7,980.95 15% estimated annual savings for selected buildings

INYO COUNTY CAPP PROJECT TIMELINE

Critical Item	2012												2013					
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
HVAC UPGRADES																		
Application submittal																		
Selection notification by CAPP Administrator																		
Prepare Plans, Specification & Bid Package																		
Environmental & Permitting																		
Issue Notice to Proceed																		
Begin Construction, estimated 6 weeks, maximum																		
Complete construction, project closeout																		
ROAD DEPARTMENT PURCHASES																		
Prepare specifications for vehicles																		
Advertising																		
Equipment Award																		
Equipment Preparation																		
Equipment Delivery																		

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
19

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: CLERK OF THE BOARD
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: February 6, 2012

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request Board approve the minutes of the Board of Supervisors Meetings of January 10, 11, and 17, as requested per draft provided.

SUMMARY DISCUSSION: - 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 web page at www.inyocounty.us.

ALTERNATIVES: - Staff awaits your Board's changes and/or corrections.

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS	
BUDGET OFFICER:	BUDGET AMENDMENTS *(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)*
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER

20

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☒ Public Hearing

☒ Scheduled Time 11:00 a.m. ☐ Closed Session ☐ Informational

FROM: Planning Department

FOR THE BOARD MEETING OF: February 7, 2012

SUBJECT: An Ordinance Extending Certain Provisions of Inyo County Code Section 18.78.285.

DEPARTMENTAL RECOMMENDATION: Request Board A) conduct a public hearing on a proposed ordinance entitled, AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY INYO, STATE OF CALIFORNIA, ALLOWING THE RESTORATION OF NON-CONFORMING DWELLINGS THAT WERE DESTROYED BY THE INYO CENTER FIRE OF MARCH 18, 2011; and B) Waive the first reading of the ordinance and schedule the enactment for 11:00 a.m., February 14, 2012, in the Board of Supervisors Room, at the Administrative Center, in Independence.

SUMMARY DISCUSSION: On March 18, 2011 at approximately 3:30 pm the Center Fire was started by an unattended campfire at the Bernasconi Center west of Big Pine. Gusty winds caused the fire to move rapidly toward the town site. Despite rapid response and extensive efforts of local firefighters, the blaze destroyed 20 homes in western Big Pine.

To date, a portion of the homes destroyed in the Center Fire have been reconstructed, but not all. Currently Indian Camp and Glacier View Mobile Home Park have not yet started reconstruction. Glacier View is regulated by the Department of Housing and Community Development (HCD) and will follow HCD regulations in the reconstruction process. A representative of Glacier View is currently pursuing reconstruction of homes lost due to the Center Fire. A representative of Indian Camp has inquired into reconstruction of homes lost in the fire, but has not officially initiated the process.

Most homes destroyed in the Center Fire were constructed prior to the adoption of current zoning code, and so conform with density requirements. Inyo County Code (ICC) Section 18.78.285 permits reconstruction of nonconforming one-family or multiple dwellings destroyed in a fire provided that such restoration or reconstruction has equal to or less floor area, and a similar building footprint and height as the destroyed nonconforming one-family or multiple dwelling, that such restoration is permitted by the building code of the county, and that such reconstruction is started within one year and diligently pursued to completion. Under current code, on March 18, 2012, those residences that have not yet initiated the construction process would not be permitted to reconstruct non-conforming dwellings.

Development of necessary infrastructure to bring Indian Camp up to current building code has delayed reconstruction activities. Construction of water and sewer/septic systems are complex, costly, and time consuming. Due to the current extenuating circumstances, timely development of such infrastructure is problematic, and a time extension of ICC Section 18.78.285 would provide additional time for those impacted by the Center Fire to reconstruct similar nonconforming homes. The remaining provisions of Section 18.78.285 would remain in full force and effect. More details are available in Attachment #3 (January 25, 2011 Item #8 Planning Commission Staff Report).

Planning Commission Recommendation: At its January 25, 2012 meeting, the Inyo County Planning Commission conducted a public hearing, considered the proposed ordinance and other information in the record, and unanimously recommended that the Board of Supervisors adopt the ordinance.

ALTERNATIVES:

1. The Board could choose not to approve the proposed ordinance. This is not recommended, as after March 18, 2012 the reconstruction of nonconforming residences destroyed by the Center Fire would not be permitted.
2. The Board could consider adopting an ordinance allowing reconstruction of non-conforming residences County-wide for five years. This is not recommended as the Center Fire disaster was extraordinary and infrastructure constraints are prohibitive to reconstructing destroyed residences within one year in this instance. Such an alternative would require reconsideration by the Planning Commission.
3. The Board could consider adopting an ordinance to allow reconstruction of all buildings destroyed by the Center Fire for five years, not just residences. This would allow reconstruction of non-conforming accessory buildings. Staff believes that any accessory buildings should meet zoning requirements. Such an alternative would require reconsideration by the Planning Commission.

OTHER AGENCY INVOLVEMENT: California Department of Housing and Community Development and Inyo County Building and Safety

FINANCING: Resources from the Planning Department's general budget were utilized to prepare the proposed ordinance.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: [signature] Date 1/27/12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) [signature] Date: 1-27-12

Attachments:

1) Draft Inyo County Ordinance Extending Certain Provisions of Inyo County Code Section 18.78.285
2) Resolution from Planning Commission to Board of Supervisors
3) January 25, 2011 Item #8 Planning Commission Staff Report

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY INYO, STATE OF CALIFORNIA, ALLOWING THE RESTORATION OF NON-CONFORMING DWELLINGS THAT WERE DESTROYED BY THE INYO CENTER FIRE OF MARCH 18, 2011

The Board of Supervisors of Inyo County ordains as follows:

SECTION 1. PURPOSE

It is the purpose of this Ordinance to alleviate the economic impact to the County of Inyo and its citizens occasioned by the Inyo Center Fire, a natural disaster which destroyed property within the County.

SECTION 2. AUTHORITY

This Ordinance is enacted pursuant to the police power of this Board and Sections 18.81.310 and 18.81.350 of the Inyo County Code, which establish the procedure for the Board of Supervisors to enact changes to the Inyo County Zoning Ordinance, set forth in Title 18 of said code.

SECTION 3. FINDINGS

This Board of Supervisors finds that the Inyo Center Fire was a natural disaster of unusual size and impact, which caused severe property damage within the County. It is in the public's interest to restore such property to its prior condition, while avoiding further economic losses to the victims of the fire and to the County. Given the extent of the damage from the fire, this Board finds that Inyo County Code Section 18.78.285, which prohibits the restoration of non-conforming one-family or multiple dwellings destroyed by fire unless such reconstruction commences within one year of destruction, imposes a disproportionately negative impact and undue burden on the victims of the fire and on the economic health of the County of Inyo.

SECTION 4. RESTORATION OF NONCONFORMING BUILDINGS ALLOWED

Notwithstanding Section 18.78.285 of the Inyo County Code, one-family or multiple dwelling units that were destroyed or damaged by the Inyo County Center Fire may be restored, provided that such restoration is permitted by the building code of the county and a building permit is obtained within five years of the final adoption of this Ordinance and construction is diligently pursued to completion. This Ordinance is of no further effect five years after its final adoption.

SECTION 5. SEVERABILITY

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

SECTION 6. EFFECTIVE DATE

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

PASSED AND ADOPTED this _____ day of _____, 2012, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Marty Fortney, Chair
INYO COUNTY BOARD OF SUPERVISORS

ATTEST: Kevin Carunchio
Clerk of the Board

BY: _____
Patricia Gunsolley, Assistant Clerk

RESOLUTION NO. 2012-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS ADOPT AN ORDINANCE ALLOWING THE RESTORATION OF NON-CONFORMING RESIDENTIAL DWELLINGS THAT WERE DESTROYED BY THE INYO CENTER FIRE OF MARCH 18, 2011

WHEREAS, on March 18, 2011 a fire, subsequently known as the Inyo Center Fire, destroyed a number of non-conforming dwelling units in the community of Big Pine; and

WHEREAS, Sections 18.78.285 of Inyo County Code requires that the reconstruction of any non-conforming structures destroyed or damaged by fire must be initiated within one year from the date of destruction or damage; and

WHEREAS, the Inyo County Planning Commission believes that such a time limitation imposes an undue burden upon citizens and residents affected by the Inyo Center Fire; and

WHEREAS, Section 18.81.320 of Inyo County Code states that an amendment to Title 18 of County Code (i.e., the Zoning Ordinance) may be initiated by a resolution of the Planning Commission; and

WHEREAS, the Inyo County Planning Commission held a public hearing on January 25, 2012, where it reviewed and considered amending Section 18.78.285 of Title 18 to allow reconstruction of one-family or multiple family dwelling units destroyed or damaged by the Inyo Center Fire for an additional five years, and considered the staff report and all oral and written comments regarding such an amendment; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that, based on all of the written and oral comment and input received at the January 25, 2012 hearing, including the Planning Department Staff Report concerning the above-described proposed amendment to Title 18, the Planning Commission recommends that the Board of Supervisors take the following action:

> The Board of Supervisors conduct a public hearing and adopt an ordinance suspending provisions of Inyo County Code Sections 18.78.285 for five years for those properties impacted by the Inyo Center fire.

PASSED AND ADOPTED this 25th day of January, 2012, by the following vote of the Inyo County Planning Commission:

AYES: Stoll, Little, White, and Payne

NOES:

ABSTAIN:

ABSENT: Wasson

Bill Stoll, Chairman
Inyo County Planning Commission

ATTEST:

Josh Hart, Planning Director

By _____
Dan Stewart,
Secretary of the Commission

Attachment 2

Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526

Phone: (760) 878-0263
FAX: (760) 878-0382
E-Mail: inyoplanning@inyocounty.us

AGENDA ITEM NO.: 8 (Public Hearing & Action Item)

PLANNING COMMISSION MEETING DATE: January 25, 2012

SUBJECT: **Ordinance Extending Certain Provisions of Inyo County Code Sections 18.78.285**

EXECUTIVE SUMMARY

On March 18, 2011 the Center Fire destroyed a total of 20 homes in the western portion of Big Pine, CA. Inyo County Code Section 18.78.285 permits the reconstruction of non-conforming one-family or multiple dwellings destroyed by fire, provided that such reconstruction is permitted by the building code of the county and is started within one year and diligently pursued to completion. To date, some of the homes have been rebuilt; however others have not. The proposed ordinance extending certain provisions of Inyo County Code Section 18.78.285 would extend the time allowed for the reconstruction of non-conforming dwellings for five additional years to allow residents additional time for reconstruction. All other provisions contained in Inyo County Code Section 18.78.285 would remain in full force and effect.

PROJECT INFORMATION

Supervisorial District: Fourth District

Community: Big Pine

Properties Affected By Inyo Center Fire:

APN	Zoning	General Plan
004-050-07	Rural Residential (RR)and Open Space (OS)	Rural Residential Low (RRL) and Natural Hazard (NH)
004-010-06	Single Residential or Mobile home Combined (RMH)	Residential High (RH)
004-130-01	Rural Residential (RR)and Open Space (OS)	Rural Residential Low (RRL) and Natural Hazard (NH)

Recommended Action:	**Recommend the Inyo County Board of Supervisors conduct a public hearing and adopt an ordinance extending certain provisions of Inyo County Code Section 18.78.285**
Alternatives:	1.) Do not recommend adoption of an ordinance extending certain provisions of Inyo County Code Sections 18.78.285. This would require that the residents comply with current zoning code. 2.) Continue the item to a future date, and provide specific direction to staff regarding additional information and analysis needed.
Project Planner:	Dan Stewart, Planning Coordinator

BACKGROUND

On March 18, 2011 at approximately 3:30 pm the Center Fire was started by an unattended campfire at the Bernasconi Center west of Big Pine. Gusty winds caused the fire to move rapidly toward the town site. Despite rapid response and extensive efforts of local firefighters, the blaze destroyed 20 homes in western Big Pine. Later, a State of Emergency was declared, with significant damage reported.

To date, a portion of the homes destroyed in the Center Fire have been reconstructed, but not all. Two parcels have not yet begun reconstruction: Glacier View Mobile Home Park and the area generally know as Indian Camp. Glacier View is regulated by the Department of Housing and Community Development (HCD) and will follow HCD regulations to reconstruct. A representative of Glacier View is currently pursuing reconstruction of the homes lost due to the Center Fire. A representative of Indian Camp has inquired into reconstruction of homes lost in the fire, but has not officially initiated the process.

STAFF ANALYSIS

Most homes destroyed in the Center Fire were constructed prior to the adoption of current zoning code, and so were not subject to the restrictions of the current zoning code, in particular the number of dwelling units allowed per parcel.

Inyo County Code Section18.78.285 permits reconstruction of nonconforming one-family or multiple dwellings destroyed in a fire provided that such restoration or reconstruction has equal to or less floor area, and a similar building footprint and height as the destroyed nonconforming one-family or multiple dwelling, that such restoration is permitted by the

building code of the county, and that such reconstruction is started within one year and diligently pursued to completion. As applied to the Center Fire, residents would thus be permitted to reconstruct similar non-conforming homes.

Currently, on March 18, 2012, those residences that have not yet initiated the construction process would not be permitted to reconstruct non-conforming homes as per Inyo County Code Section 18.78.285. Indian Camp had several homes on a single parcel prior to the fire, which would not be permitted under current zoning code. Indian Camp is zoned Rural Residential. Rural Residential zones permit by right the construction of one primary dwelling and one second dwelling unit. Residents at Indian Camp have not yet initiated the construction process. After March 18, 2012, the reconstruction of nonconforming homes at Indian Camp would not be permitted, thus in-effect disallowing the "grandfathering-in" of the multiple dwellings that had previously existed on a single residential lot.

Adoption of an ordinance extending the one-year time limitation provided for in Inyo County Code Section 18.78.285 to initiate the reconstruction of non-conforming dwellings to five years would provide additional time for those impacted by the Center Fire to reconstruct similar nonconforming homes.. The remaining provisions of Section 18.78.285 would remain in full force and effect.

However, if a building permit is not issued for replacement of the non-conforming dwellings within the proposed 5-year time extension, any new construction will be required to conform to the regulations in effect at that time.

Staff also considered proposing an ordinance extending similar provisions of Inyo County Section 18.78.280, as that section applies to accessory buildings. An extension to this clause would allow the reconstruction of non-conforming buildings that were damaged to the extent of fifty percent or less. Inyo County Section 18.78.280 would apply to the loss of accessory structures, as accessory structures are excluded from Inyo County Section 18.78.285. However, in the Inyo Center Fire all accessory structures were damaged to a greater extent than fifty percent. As such, reconstruction of nonconforming accessory structures lost in the Center Fire is not permitted under Title 18. For this reason, all accessory structures must be reconstructed in adherence to the current zoning code.

ENVIRONMENTAL REVIEW

The adoption of an ordinance extending certain provisions of Inyo County Code Section 18.78.285 is exempt from the requirements of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15269(a).

RECOMMENDATIONS

Recommend the Inyo County Board of Supervisors conduct a public hearing and adopt an ordinance extending the provisions of Inyo County Code Section 18.78.285 for five years for those properties impacted by the Center Fire.

ATTACHMENTS

1. Current Inyo County Code Section 18.78.285
2. Draft Inyo County Ordinance extending certain provisions of Inyo County Code Section 18.78.285.
3. Aerial Photo of the Indian Camp area West of Big Pine
4. Resolution from Planning Commission to Board of Supervisors

Prepared By:

Dan Stewart
Planning Coordinator

18.78.285 Nonconforming buildings—Reconstruction of residences regardless of the extent of destruction.

Notwithstanding Section 18.78.280, the restoration of a nonconforming one-family or multiple dwelling that is damaged or destroyed by fire, explosion, act of God, or of the public enemy shall be permitted regardless of the extent of destruction, provided that such restoration or reconstruction has equal to or less floor area and a similar building footprint and height as the destroyed nonconforming one-family or multiple dwelling, that such restoration is permitted by the building code of the county, and is started within one year and diligently prosecuted to completion. (Ord. 1150 § 3, 2010.)

ORDINANCE NO.
AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY INYO, STATE OF CALIFORNIA, ALLOWING THE RESTORATION OF NON-CONFORMING DWELLINGS THAT WERE DESTROYED BY THE INYO CENTER FIRE OF MARCH 18, 2011

The Board of Supervisors of Inyo County ordains as follows:

SECTION 1. PURPOSE

It is the purpose of this Ordinance to alleviate the economic impact to the County of Inyo and its citizens occasioned by the Inyo Center Fire, a natural disaster which destroyed property within the County.

SECTION 2. AUTHORITY

This Ordinance is enacted pursuant to the police power of this Board and Sections 18.81.310 and 18.81.350 of the Inyo County Code, which establish the procedure for the Board of Supervisors to enact changes to the Inyo County Zoning Ordinance, set forth in Title 18 of said code.

SECTION 3. FINDINGS

This Board of Supervisors finds that the Inyo Center Fire was a natural disaster of unusual size and impact, which caused severe property damage within the County. It is in the public's interest to restore such property to its prior condition, while avoiding further economic losses to the victims of the fire and to the County. Given the extent of the damage from the fire, this Board finds that Inyo County Code Section 18.78.285, which prohibits the restoration of non-conforming one-family or multiple dwellings destroyed by fire unless such reconstruction commences within one year of destruction, imposes a disproportionately negative impact and undue burden on the victims of the fire and on the economic health of the County of Inyo.

SECTION 4. RESTORATION OF NONCONFORMING BUILDINGS ALLOWED

Notwithstanding Section 18.78.285 of the Inyo County Code, one-family or multiple dwelling units that were destroyed or damaged by the Inyo County Center Fire may be restored, provided that such restoration is permitted by the building code of the county and a building permit is obtained within five years of the final adoption of this Ordinance and construction is diligently pursued to completion. This Ordinance is of no further effect five years after its final adoption.

SECTION 5. SEVERABILITY

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

SECTION 6. EFFECTIVE DATE

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

PASSED AND ADOPTED this _____ day of _____, 2012, by the following vote:

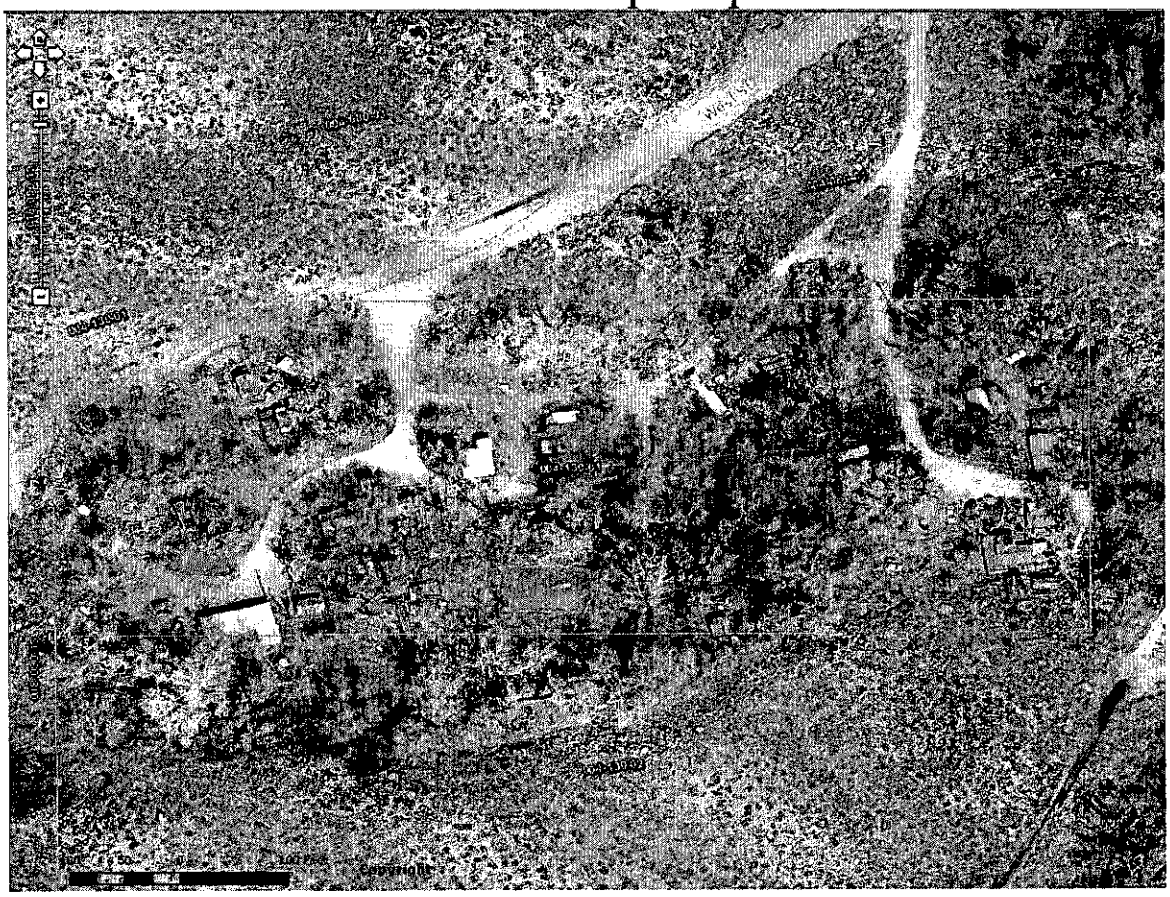
AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Marty Fortney, Chair
INYO COUNTY BOARD OF SUPERVISORS

ATTEST: Kevin Carunchio
Clerk of the Board

BY: _____
Patricia Gunsolley, Assistant Clerk

Indian Camp Map



Attachment 3

RESOLUTION NO. 2012-___

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS ADOPT AN ORDINANCE ALLOWING THE RESTORATION OF NON-CONFORMING RESIDENTIAL DWELLINGS THAT WERE DESTROYED BY THE INYO CENTER FIRE OF MARCH 18, 2011

WHEREAS, on March 18, 2011 a fire, subsequently known as the Inyo Center Fire, destroyed a number of non-conforming dwelling units in the community of Big Pine; and

WHEREAS, Sections 18.78.285 of Inyo County Code requires that the reconstruction of any non-conforming structures destroyed or damaged by fire must be initiated within one year from the date of destruction or damage; and

WHEREAS, the Inyo County Planning Commission believes that such a time limitation imposes an undue burden upon citizens and residents affected by the Inyo Center Fire; and

WHEREAS, Section 18.81.320 of Inyo County Code states that an amendment to Title 18 of County Code (i.e., the Zoning Ordinance) may be initiated by a resolution of the Planning Commission; and

WHEREAS, the Inyo County Planning Commission held a public hearing on January 25, 2012, where it reviewed and considered amending Section 18.78.285 of Title 18 to allow reconstruction of one-family or multiple family dwelling units destroyed or damaged by the Inyo Center Fire for an additional five years, and considered the staff report and all oral and written comments regarding such an amendment; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that, based on all of the written and oral comment and input received at the January 25, 2012 hearing, including the Planning Department Staff Report concerning the above-described proposed amendment to Title 18, the Planning Commission recommends that the Board of Supervisors take the following action:

> The Board of Supervisors conduct a public hearing and adopt an ordinance suspending provisions of Inyo County Code Sections 18.78.285 for five years for those properties impacted by the Inyo Center fire.

PASSED AND ADOPTED this 25th day of January, 2012, by the following vote of the Inyo County Planning Commission:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Sam Wasson, Chairman
Inyo County Planning Commission

ATTEST:

Josh Hart, Planning Director

By _____
Dan Stewart,
Secretary of the Commission

23

Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526

Phone: (760) 878-0263
FAX: (760) 878-0382
E-Mail: inyoplanning@inyocounty.us

MEMO

DATE: January 5, 2012

TO: Inyo County Board of Supervisors

FROM: Joshua Hart, AICP, Planning Director

RE: Preference for Speaking at Inyo County Meetings and Forums - Natural Resources Advisory Committee (NRAC) Recommendation to the Board of Supervisors from the NRAC October 12, 2011 Meeting

At its October 12, 2011 meeting, the NRAC recommended to the Board of Supervisors that Inyo County residents should be given preference for speaking at public meetings and forums. The Committee requested that I bring this item before the Board for its consideration. Thank you.

24

Inyo County Superintendent of Schools

Dr. Terence K. McAteer

Mt. Whitney
Highest Mountain
in the Contiguous U.S.
14,497 ft.

RECEIVED
2012 JAN 26 AM 9:16
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

Date: January 18, 2012

To: Inyo County Clerk
Inyo County Board of Supervisors

From: Dr. Terence K. McAteer, Inyo County
Superintendent of Schools

Subject: **Order Of Election and Request For Consolidated Election**

There have been no changes in the boundaries of the Inyo County Board of Education trustee areas.

The Inyo County Board of Education requests consolidation with the June 5, 2012 election.

Attached is the Order of Election Resolution ratified at the Inyo County Board of Education meeting on January 14, 2012, and copies of the agenda and minutes of the meeting.

TM/ah::boardelection.mmo2012

Administrative/Business Services • 555 South Clay Street • P. O. Drawer G • Independence, CA 93526-0607
(760) 878-2426 • Fax (760) 878-2279

ORDER OF ELECTION OF INYO COUNTY BOARD OF EDUCATION TRUSTEE ELECTION

RESOLUTION NO. 2012-01

TO: **INYO COUNTY BOARD OF SUPERVISORS**
INYO COUNTY CLERK

FROM: **INYO COUNTY BOARD OF EDUCATION**

Whereas the election for Trustees of the Inyo County Board of Education is to be held on June 5, 2012.

Now therefore be it resolved that at said election there will be a total of two (2) offices to be voted upon to elect Trustees to serve until their terms expire. (Ed. Code 1007) and,

The Trustee Areas up for election are:

Area II and Area IV (four-year terms)

Trustees for the Inyo County Board of Education are elected by area. Candidates must qualify by area, and only voters residing within the trustee area may vote for candidates within that area and,

Furthermore this election is to be held pursuant to Board action, and the Board has determined the following election particulars:

A. Length of the Candidates' Statement shall not exceed 200 words. (Specify either 200 or 400 words) (§10012(a) E.C.)

B. The cost of the Candidates' Statement shall be paid by the candidates. (Specify Candidate or District) (§10012(e) E.C.)

C. In the case of a tie vote, the election shall be determined by lot. (Specify by Lot or Run Off Election)

D. That all election costs shall be paid by the County Board of Education in accordance with §23523 & 23524 of the California Election Code. The Board hereby requests the Inyo County Clerk to provide all necessary assistance and services under these provisions.

E. The Board further requests that if our election is contained either wholly or in part with any other jurisdiction going to election on the same date that your election be consolidated with said election so that the same polling places may be used and only one form of ballot required (§23302 E.C.)

F. The County Board of Education hereby certifies that:

__X__ There have been no Trustee Area boundary changes since our last election.

_____ There have been changes to Trustee Area boundaries since our last election as shown on the attached map and/or description.

The foregoing Resolution and Order was adopted by a formal vote of the Inyo County Board of Education, being the Board authorized by law to make the designations therein contained on January 14, 2012, by the following vote:

Ayes: 5

Noes: 0

Absent: 0

CERTIFICATION

STATE OF CALIFORNIA, County of Inyo

I hereby certify that the foregoing is a full, true and correct transcript of a resolution duly adopted and affirmed by a formal vote of the members of the County Board of Education named therein at a duly constituted Regular meeting of the said board which was open to the public, held at its usual meeting place on January 14, 2012, as it appears upon minutes of said meeting of the Inyo County Board of Education.

_____, Secretary of the Governing Board 1/14/12

(Signature) Dr. Terence K. McAteer (Date) 1/14/2012

at Death Valley, California
(Place Executed)

INYO COUNTY BOARD OF EDUCATION
Meeting – Saturday, January 14, 2012

Furnace Creek Ranch **Regular Meeting – 4:15 p.m.**
Date Grove
Death Valley, California

AGENDA

An individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent's office. (Government Code 54954.2)

Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the Inyo County Superintendent of Schools administrative office located at 555 S. Clay Street, Independence, CA 93526 during normal business hours.

Members of the public are encouraged to attend Board meetings and address the Board concerning any item on the agenda within the Board's jurisdiction. A person wishing to be heard by the Board shall first be recognized by the President and shall then proceed to comment as briefly as the subject permits. (Board Bylaw 9323)

I. **PRELIMINARY ACTION**
- A. **Call to Order**
- B. **Flag Salute**
- C. **Roll Call/Quorum**

II. **PUBLIC COMMENT SESSION**
At this point, members of the audience, staff and/or Board may make statements to the Board. No action will be taken at this time.

III. **ACTION SESSION**

A. **General Functions of the Board**

1. Approval of Consent Agenda — Action
   - a. Approval of Minutes (December 13, 2011 - Regular Meeting) and (November 15, 2011- Regular Meeting) as corrected
   - b. Approval to grant access to Marlene Dietrich, Bob Quackenbush, and Tom Snyder to the safe deposit box at El Dorado Savings Bank in Lone Pine
   - c. Approval of Memorandum of Understanding between Inyo County Superintendent of Schools and Big Pine Unified School District for the transfer of three buildings located on the Big Pine Unified School District campus
   - d. Approval of Memorandum of Understanding between Inyo County Superintendent of Schools and Lone Pine Unified School District for the transfer of three buildings located on the Lone Pine Unified School District campus

B. **Policies**

1. Review Conflict of Interest Code — Action
2. New Superintendent Regulation # 4031 "*Complaints Concerning Discrimination In Employment*" — Information
3. Revised Superintendent Regulation # 4030 "*Non- Discrimination In Employment*" — Information

C. **Business**

1. Budget Revisions (Munis) — Action
2. Acceptance of the 2010-11 Audit Report (Munis) — Action

D. Open Items

1.	Adoption of Board Resolution #2012-01 "*Notice of Order of Election of the Inyo County Board Of Education*" trustee election and request the Board of Supervisors consolidate the election	Action
2.	Superintendent's Report (McAteer)	Information
	a. December YB trip	
	b. HKHC report	
	c. Reads update	
	d. Community Awards Discussion	
3.	Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for Jill Kinmont Boothe School, Opportunity Classes, Phoenix Community Day School, Alabama Hills Community Day School, and for Inyo County Schools (McAteer)	Information
4.	Consideration of Approval for Brian Nelson to teach Mathematics at the YouthBuild Charter School per Ed Code 44258.3	Action
5.	Board/Superintendent Round Table Reports	Information

E. Personnel

1.	Annual Review of Superintendent's Salary	Information

IV. DISCUSSION/CONSULTATION SESSION

A. Next Meetings

Tuesday, February 21, 2012 – Inyo County Superintendent of Schools, Independence – 1:00 p.m. (Regular Meeting)

V. ADJOURNMENT

UNADOPTED

Regular Meeting **January 14, 2012**

INYO COUNTY BOARD OF EDUCATION
REGULAR MEETING OF THE BOARD OF TRUSTEES
MINUTES

I. PRELIMINARY ACTION

A. CALL TO ORDER

The meeting was called to order at 4:16 p.m. at the Date Grove in Death Valley, California.

B. FLAG SALUTE

None

C. ROLL CALL/QUORUM

Roll call established a quorum with the following members present:

Chris Langley, President — Lynn Cooper, Member — Harry Petersen, Vice President
Alden Nash, Member — Mary Kemp, Member

Staff:	Pamela Jones Tom Snyder	Dan Munis	Anne Hartshorn	Terry McAteer
Public:	Henry Golas	Michael Laxen		

II. PUBLIC COMMENT SESSION

H. Golas from the Death Valley Conservancy voiced his concerns regarding the future of Death Valley Unified School District. McAteer and D. Munis discussed the currently outlook for the district. McAteer mentioned with the recent budget cuts, especially home-to-school transportation cuts, the district would be considered a "qualifying district." He explained that a "qualifying district" is a district that can currently meet its' current year obligations, but the immediate year may not be able to.

III. ACTION SESSION

A. GENERAL FUNCTIONS OF THE BOARD

1. **Approval of Consent Agenda (2012-01)**

M. Kemp moved, seconded by A. Nash, and abstained by L. Cooper to approve items listed on the Consent Agenda, including the minutes of the December 13, 2011 and November 15, 2011 Regular Meeting, and a request to grant personnel access to the Lone Pine safe deposit box in addition, a memorandum of understanding between Big Pine and Lone Pine School Districts. Motion carried 4-0.

B. POLICIES

1. **Review Conflict of Interest Code (2012-02)**

A. Nash moved. seconded by M. Kemp, to approve the review of the Conflict of Interest Code. Motion carried 5-0.

2. **New Superintendent Regulation #4031 "*Complaints Concerning Discrimination In Employment*"**

A copy was included in the board packet for viewing pleasure.

3. **Revised Superintendent Regulation #4030 "*Non-Discrimination In Employment.*"**

A copy was included in the board packet for viewing pleasure.

D. BUSINESS

1. **Budget Revisions (2012-03)**
   D. Munis explained the budget revisions. L. Cooper moved, seconded by H. Petersen, to approve budget revision for batches 0147, 0149,0150, 0152, 0156, 0159, 0161, and 0162. Motion carried 5-0.

2. **Acceptance of the 2010-2011 Audit Report (2012-04)**
   A copy of the Annual Financial report was distributed. D. Munis discussed the report findings. H. Petersen moved, seconded by M. Kemp, to accept the Audit report. Motion carried 5-0.

E. OPEN ITEMS

1. **Adoption of Board Resolution # 2012-01 "*Notice of Order of Election of the Inyo County Board of Education*" trustee election and request the Board of Supervisors consolidate the election (2012-05)**
   M. Kemp moved, seconded by L. Cooper, to adopt board resolution # 2012-01 "Notice of Order of Election of the Inyo County Board of Education" trustee election, and request the Board of Supervisors consolidate the election. Motion carried 5-0.

2. **Superintendent's Report**
   a. December YB trip – McAteer briefly discussed the December trip to YouthBuild. He mentioned a possibility of YouthBuild and YouthBuild Central becoming one charter.
   b. HKHC report – McAteer discussed a flyer distributed. (Attached)
   c. Reads update – McAteer gave an update on the upcoming Reads events schedule. (Attached)
   d. Community Awards Discussion – Deferred to February meeting

3. **Williams Settlement Legislation Quarterly Uniform Complaint Report Summary for Jill Kinmont Boothe School, Opportunity Classes, Phoenix Community Day School, Alabama Hills Community Day School, and Inyo County Schools**
   There were no complaints reported.

4. **Consideration of Approval for Brian Nelson to teach Mathematics at the YouthBuild Charter School per Ed. Code 44258.3 (2012-06)**
   K. Kemp moved, seconded by H. Petersen, to approve Brain Nelson to teach Mathematics at the YouthBuild Charter School per ed. code 44258.3. Motion carried 5-0.

5. **Board/Superintendent Round Table Reports**
   McAteer discussed the upcoming Love Letters performance, which Liz and he will be performing in February.

F. PERSONNEL

1. **Annual Review of Superintendent's Salary**
   Deferred to February meeting.

IV. DISCUSSION/CONSULTATION SESSION

A. NEXT REGULAR MEETING

The next regular meeting will be on Tuesday, February 21, 2012, at 1:00 p.m. at the Inyo County Superintendent of Schools in Independence, California.

V. ADJOURNMENT

The meeting adjourned at 4:57 p.m. to the next Regular Board Meeting on Tuesday, February 21, 2012, at 1:00 p.m. at the Inyo County Superintendent of Schools in Independence, California.

Respectfully submitted,

Dr. Terence K. McAteer, Inyo County Superintendent/Secretary to the Board

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Pat Gunsolley

From: Darren Malloy <dmalloy@imaca.net>
Sent: Thursday, January 26, 2012 10:05 AM
To: Pat Gunsolley
Subject: IMACA agenda request - February 7 Board meeting
Attachments: draft Inyo County BoS Letter of Support - IMACA.docx

Hi Pat - thank you for your help. I have attached a draft "Letter of Support" - it is quite short and simple, please let me know if additional information ought to be included. A summary of the requested action would be as follows -

Request Board approve a letter to extend support to a proposal to the Clean Air Projects Program by Inyo Mono Advocates for Community Action to reduce particulate emissions in Inyo County by replacing non-EPA compliant wood stoves with new heating appliances

I can provide any changes or additional information as you see fit.
Thanks again -

--
Darren Malloy
Program Access Manager
Inyo Mono Advocates for Community Action (IMACA)
760-873-3021 x 24

February 7, 2012

Clean Air Projects Program
Lisa Isaacs, Administrator
157 Short St.
Bishop, CA 93514

The Inyo County Board of Supervisors would like to extend its support to a proposal by Inyo Mono Advocates for Community Action, Inc. to use funds from the Clean Air Projects Program to replace non-EPA certified wood stoves in Inyo County. The proposed program would help address an ongoing source of particulate emissions within population centers in the county. Our communities would also benefit from reduced heating costs, and from economic activity generated by the use of local labor, vendors and contractors.

New wood stoves produce heat more efficiently than non-EPA certified models, reducing heating costs. Pollution reductions achieved by the program begin immediately, continue for decades and occur within the most populated areas of our communities. The proposed grant will achieve the aims of the CAPP funds and create valuable economic activity. The Board hopes the Clean Air Projects Program will consider its support when evaluating IMACA's grant proposal.

Susan Cash

Chairperson, Inyo County Board of Supervisors

For Clerk's Use Only:
AGENDA NUMBER

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

X Scheduled Time for 2:30 X Closed Session ☐ Informational

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: FEBRUARY 7, 2012

SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

27. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code § 54956.9(c)].*** Decision Whether to Initiate Litigation (one case).

28. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)].*** – William A. Richmond v. County of Inyo, Inyo County Superior Court Case No. SICVPT 12-53067

29. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

TIMED ITEM 2:30 p.m.

21. ***PERSONNEL [Pursuant to Government Code § 54957].*** - Public Employee Appointment Title: Public Works Director

22. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].*** -Instructions to Negotiators re: Wages, salaries and benefits - Title: Public Works Director - Negotiator: As designated by the Board of Supervisors

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* R Ridlon Approved: — Date 1.31.12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) R Ridlon Date: 1.31.12
(The Original plus 20 copies of this document are required)