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.

NOTE: At the conclusion of this regular meeting the Board may convene in Special Session, as necessary, to continue the Budget Hearings which start(ed) on Monday, September 10, 2012.

September 11, 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)*

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

COUNTY ADMINISTRATOR

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

4. ***Emergency Services*** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency as a result of the flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

5. ***Information Services*** – Request Board accept the arrangement with Verizon for landline telephone service and related services (such as voice mail) for the period of July 25, 2012 through July 25, 2015, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.

ENVIRONMENTAL HEALTH

6. Request Board declare IDEXX laboratories, Inc., a sole-source provider of certain water laboratory supplies for FY 2012-13; and authorize the purchase of water testing supplies through a blanket purchase order to IDEXX Laboratories, Inc., in an amount not to exceed $12,000 for FY 2012-13.

HEALTH AND HUMAN SERVICES

7. ***Inyo First Five*** – Request Board approve and ratify the Contract between the County of Inyo and Toiyabe Indian Health Project for the provision of School Readiness Services for the period of July 1, 2012 through June 30, 2013, in an amount not to exceed $48,000, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign.

8. ***Inyo First Five*** – Request Board approve and ratify the Contract between the County of Inyo and Lone Pine Unified School District for the provision of family strengthening and child development services for the period of July 1, 2012 through June 30, 3013, in an amount not to exceed $27,000, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign.

9. ***Health Services*** – Request Board approve and ratify the Agreement between the County of Inyo and the California Department of Public Health for the provision of local public health emergency preparedness for the period of July 1, 2012 through June 30, 2013, in the amount of $304,801, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign; and approve the Non-supplantation Certification form and authorize the Director of Health and Human Services to sign.

10. ***Social Services*** – Request Board approve and ratify the Contract between the County of Inyo and the Inyo County Superintendent of Schools for the provision of Stage I Child Care Services, for the period of July 1, 2012 through June 30, 2013, in an amount not to exceed $125,000, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign.

ROAD DEPARTMENT

11. Request Board award the bid to and approve the Contract between the County of Inyo and Granite Construction, for the purchase of plant mixed asphalt products for the period of September 10, 2012 through December 31, 2012, in an amount not to exceed $980,570 (including sales tax), contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

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

12. ***COUNTY ADMINISTRATOR*** – Request approval of Amendment #2 to the Contract between the County of Inyo and Willdan Engineering for the provision of professional engineering and management services as the Acting Director of Public Works, increasing the amount of the Contract by $200,000 to an amount not to exceed $689,000 for the period ending March 31, 2013, contingent upon the Board's adoption of an FY 2012-13 budget; and authorize the Chairperson to sign.

13. ***AUDITOR-CONTROLLER*** – Request Board declare Gallina LLP, CPAs as a sole-source provider of auditing services and approve the Contract between the County of Inyo and Gallina LLP, CPAs for the provision of audit services for the County for the fiscal years ended(ing) June 30, 2013, 2014, 2015, for the period of July 1, 2012, through June 30, 2015, in an amount not to exceed $239,100, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

14. ***HEALTH AND HUMAN SERVICES – Mental Health Services*** – Request approval of the MHSA 12/13 Plan Update in order to access funds in the areas of Community Services and Supports (CSS), Prevention and Early Intervention (PEI), Capital Facilities Technological Needs (CTFN) and Workforce Education and Training (WET) funds under the approved MHSA Agreement and authorize the Behavioral Health Services Division Director to sign.

15. ***HEALTH AND HUMAN SERVICES – ESAAA*** – The Board of Supervisors/Eastern Sierra Area Agency on Aging Governing Board will receive and discuss updates regarding current issues affecting the delivery of senior services in Inyo County and the Eastern Sierra encompassed by Public Service Area 16, providing direction as appropriate.

16. ***PUBLIC WORKS*** – Request approval of the Agreement between the County of Inyo and the FAA for Airport Improvement Program Project for the construction of the Eastern Sierra regional Airport – Airport Lighting Vault Improvements in the amount of $352,877, contingent upon review and approval of the agreement by County Counsel and the Board's adoption of a FY 2012-13 budget; and authorize the Interim Public Works Director to sign, contingent upon the appropriate signatures being obtained.

17. ***PUBLIC WORKS*** – Request Board ratify the purchase order to Preferred Septic and Disposal, Inc., to provide trash disposal and recycling services at County buildings and facilities at the current monthly rate of $2,959.52 in an amount not to exceed $36,000 for the period of expending the amount of the Contract or until a new Contract for these services is awarded; and review the proposed RFP for the trash disposal services and provide input to Staff.

18. ***PLANNING*** – Request Board provide input to staff on the Draft Energy Action Plan.

19. ***CLERK OF THE BOARD*** – Request approval of the minutes of the Board of Supervisors Meetings of A) August 21, 2012 and B) August 28, 2012.

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

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

20. ***PUBLIC COMMENT***

CLOSED SESSION

21. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [PURSUANT TO GOVERNMENT CODE §54956.9(a)]*** – *Robert Raymond v. Kammi Foote,* United States District Court Eastern District of California Case No. 1:12-CV-01407-AWI-JLT.

22. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriffs Association (DSA) - Negotiators: Labor Relations Administrator Sue Dishion, Information Services Director Brandon Shults, and Planning Director Josh Hart.

23. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistants Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion.

24. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Labor Relations Administrator Sue Dishion.

25. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director of Child Support Services Susanne Rizo, Chief Probation Officer Jeff Thomson.

26. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].*** – Instructions to Negotiators re: wages, salaries and benefits – Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) – Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

27. ***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.

28. ***REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE §54956.8]*** – Property - APN No. 001-104-09, 512 N. 2nd Street, Bishop, California - Negotiating Parties: County Administrator, HHS Director and Interim Public Works Director - Negotiations: Terms and Conditions.

REPORT ON CLOSED SESSION AS REQUIRED BY LAW

CORRESPONDENCE - INFORMATIONAL

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
3

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF September 4, 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)

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 September 11, 2012

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency as a result of the flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

SUMMARY DISCUSSION: - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end 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 (*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)_____ Date:_____
(The Original plus 20 copies of this document are required)

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
5

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **September 11, 2012**

SUBJECT: Verizon Customer Specific Arrangement

DEPARTMENTAL RECOMMENDATION:

Request your Board accept an Arrangement with Verizon for landline telephone service and related services (such as voice mail) for the period July 25, 2012 through July 25, 2015 contingent on adoption of future budgets for fiscal years covered by term of Arrangement; and B) Authorize the Chairperson to sign.

SUMMARY DISCUSSION:

The County of Inyo contracts landline telephone services with Verizon. Historically, the County has entered into services agreements with Verizon which affords the County the lower cost Intrastate Detariffed Services rates rather than the higher cost tariffed services rates. Approximately 600 Verizon Centranet communication lines are presently charged to the County. According to County records, the existing arrangement for these lines and related services expired on April 26, 2012. Unfortunately, the County has not had a Verizon account representative for some time and attempts by Information Services to initiate contract renewals prior to April 26, 2012 were not successful. Verizon acknowledges that they did not provide a renewal contract in a timely manner and is maintaining the terms of the previous contract while a new contract is negotiated.

Verizon has proposed a three-year term with a monthly base line cost increase from $9.50 to $10.87, programming services reduced from $3.00 to 2.75 and voicemail services remaining $4.00 resulting in increased cost of approximately $3000 annually.

ALTERNATIVES:

Information Services is not able to recommend any viable alternative providers at this time. Alternatives to the recommended three year Arrangement include a single year renewal in which case the per line cost will remain $9.50 or no agreement/arrangement in which case the monthly base charge would increase to approximately $24.00 per-line.

OTHER AGENCY INVOLVEMENT:

All County agencies/departments are affected.

FINANCING:

The cost of these lines and services through June 30, 2013 are included in the requested Information Services budget [011801-5351] for FY2012-13. Funding for the portion of the Arrangement that falls within future years budgets will be requested in that Information Services budget proposal. All non-General Fund budget units that use telephone lines are responsible for securing an appropriate budget amount for the cost of the lines and services they use.

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 8/31/2012
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 9/6/12
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: 9/6/12

verizon

CUSTOMER SPECIFIC ARRANGEMENT
(Intrastate Detariffed Services – California)

Routing Code: 5V

Customer Name:	County of Inyo ("Customer")	Main Billing Tel. No:	760-878-0200
Address:	168 North Edwards Street, Independence, CA 93526	Agreement No.	CSS-2012

Services. Customer hereby requests and agrees to purchase from the Verizon company(ies) identified in the applicable Exhibit(s) ("Verizon") the services, at the Customer locations identified in Exhibit A attached to this Agreement, and in any Addendum expressly made a part hereof, (the "Services") pursuant to this Agreement and Verizon's applicable ILEC Product Guide, for the service period stated in the Exhibit or Addendum applicable to such Service (the "Service Period"). This Agreement and any Exhibit hereto shall become effective when executed by an authorized Verizon representative and an authorized representative of Customer (the "Effective Date"). Under no circumstances may Customer resell the Services being provided under the rates, terms and conditions of this Agreement. Each Verizon entity contracting under this Agreement is responsible only for the performance of the Services it is providing as set out in each Exhibit hereto and is not responsible for the performance of any other entity's obligations under this Agreement.

Customer Consent to Use of Customer Proprietary Network Information (CPNI). Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications and interconnected voice over Internet Protocol services Customer purchases from Verizon, as well as related local and toll billing information, made available to Verizon solely by virtue of Customer's relationship with Verizon. With Customer consent, Verizon may share Customer CPNI and other Confidential Information among its affiliates, including Verizon Wireless, and with agents and partners, so that all may use this information to offer Customer the full range of products and services offered by Verizon and its affiliates, including local, long distance, wireless, and Internet services (see www.verizon.com for a description of Verizon companies and services). By signing this Agreement, Customer consents to Verizon using and disclosing Customer CPNI as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Verizon in writing at cpni-notices@verizonwireless.com and cpni-notices@verizonbusiness.com of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon, and in either case, will not affect Verizon's provision of service to Customer.

ILEC Product Guide. Verizon's provision of the Services hereunder shall be governed by Verizon's Incumbent Local Exchange Carrier Product Guide (located at http://www.verizon.com/tariffs) ("ILEC Product Guide") and this Agreement. The ILEC Product Guide is incorporated into the Agreement by this reference. In the event of a conflict between the terms and conditions of the ILEC Product Guide and this Agreement, the terms and conditions of this Agreement shall prevail. With respect to the documents of the Agreement, the terms and conditions of the Service Exhibit shall have the highest order of precedence. Verizon may modify the ILEC Product Guide at any time and such modifications will become binding on Customer as further described below. To the extent such changes are material (and other than changes related to governmental charges or any applicable taxes), Verizon shall notify Customer of such changes via a bill insert, as a message on Customer's bill, in a separate mailing, by email or by any other reasonable method at Verizon's discretion. Such changes will become effective no sooner than thirty (30) days after such notice is provided. In the event such changes materially and adversely affect Customer, Customer may terminate the affected Service without the application of termination liability by providing Verizon immediate written notice of Customer's request to terminate, unless within (30) thirty days after receipt of Customer's termination notice Verizon agrees to revise the change in such a manner as to remove the material adverse effect on Customer. Customer shall remain responsible for the payment for Services rendered until the effective date of the termination. Customer's continued use of the Service after the material change becomes effective constitutes Customer's acceptance of the change.

Customer Responsibilities. Customer agrees to provide Verizon with any access and support necessary for the implementation, maintenance and provision of the Services requested hereunder. Customer is responsible for taking all steps necessary to interconnect the Services at Customer's location(s) including ensuring proper interconnection with the facilities and equipment provided by Verizon, paying all costs associated with interconnection, securing any necessary licenses, right of ways and permits and providing proper space, electrical power, heating, ventilation and cooling. Verizon shall not be liable for any damages or losses caused by the failure

of equipment, inside wire or other facilities provided by Customer or a third party, and Customer shall be liable if such facilities cause damage to Verizon, its network, customers, equipment and/or Verizon's providers. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Service(s) and Verizon shall have no liability therefore.

Charges and Payment. Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, which shall be fixed during the Service Period, and shall also pay all applicable taxes, fees, and other applicable charges, including Federal End User Common Line Charges, charged pursuant to applicable law or regulations in connection with the Services. Taxes, fees and/or surcharges are subject to change without notice to Customer, except as may be required by law. Except as otherwise provided in the Agreement, if Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s) and Addendum(a).

Verizon shall invoice Customer monthly and payment will be due Net 30 days from the invoice date. Undisputed charges paid after the due date may be subject to late payment charges as set out in the ILEC Product Guide until Customer's account is current. Any back billing limitations otherwise applicable to the Services pursuant to the ILEC Product Guide shall not apply to the Services under this Agreement.

Unauthorized Use. Verizon shall not be liable for any damages, including charges for Services that Customer may incur as a result of the unauthorized use or misuse of the Services by Customer, Customer's employees, third parties or other members of the public. Customer shall remain responsible for such charges.

Indemnification. Customer agrees to defend, indemnify and hold Verizon, its employees, affiliates and agents, harmless from any and all losses, claims, demands, expenses (including reasonable attorney's fees), or any liability whatsoever, arising from any use of the Services by Customer or by person or entity permitted by Customer to use the Services, including without limitation, liability resulting from the content of communication such as defamation, fraud or invasion of privacy, or any combination of the Services with other products or services not provided by Verizon, any modification of the Services or any infringement of intellectual property.

Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE ILEC PRODUCT GUIDE, VERIZON DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF VERIZON KNEW OR SHOULD HAVE KNOW SUCH PURPOSE) AND NON-INFRINGEMENT. CUSTOMER AGREES THAT THE SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VERIZON DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

Limitation of Liability. EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED OR ILLEGAL USE OF THE SERVICE BY CUSTOMER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS OR OTHER THIRD PARTIES, NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING IN CONNECTION WITH THE SERVICES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

EITHER PARTY'S MAXIMUM TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THE SERVICES, FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, SHALL BE:

(A) FOR DAMAGES DUE TO FAILURES OR DISRUPTION IN THE SERVICES CAUSED BY THE PARTY'S NEGLIGENCE OR BREACH OF OBLIGATIONS UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, THE CHARGES FOR THE AFFECTED SERVICES FOR THE PERIOD OF THE FAILURE;

(B) FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON PROXIMATELY CAUSED BY THE PARTY'S NEGLIGENCE, THE AMOUNT OF DIRECT DAMAGES PROVEN;

(C) FOR INDEMNITY, THE REMEDIES SET FORTH IN THE SECTION ABOVE TITLED INDEMNIFICATION;

(D) FOR ANY DAMAGES ARISING OUT OF THE WILLFUL OR INTENTIONAL MISCONDUCT OF THE PARTY, THE AMOUNT OF DIRECT DAMAGES PROVEN;

(E) FOR ALL OTHER DAMAGES NOT SET FORTH ABOVE AND NOT EXCLUDED UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, EACH PARTY'S MAXIMUM LIABILITY DURING ANY TWELVE MONTH PERIOD SHALL BE LIMITED TO THE LESSER OF (i) DIRECT DAMAGES PROVEN, OR (ii) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, FOR THE ONE MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION.

NOTHING IN THIS SECTION SHALL LIMIT CUSTOMER'S LIABILITY TO VERIZON FOR ANY AND ALL CHARGES INCURRED FOR SERVICES.

Termination of Services. Verizon may discontinue or limit use of the Services by Customer for non-payment, non-compliance with Verizon's rules of use, fraudulent use, and other conditions as provided in the Verizon California Inc. General Exchange Tariff, Schedule D&R, Rule No. 11, as incorporated herein.
Termination of the Services, for any cause, shall not release Customer from any liability which at the time of termination had already accrued to Customer or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which, by its nature, survives termination.

Non-Appropriations. Notwithstanding any provision of the Agreement to the contrary, Customer and Verizon agree that in the event that Customer reasonably anticipates that it will not be able to budget funds for any fiscal year(s) subsequent to the Customer's initial fiscal year during the term of this agreement to continue payments due under the Agreement and Customer further reasonably anticipates that it will have no legally available funds for the purchase of services to perform functions similar to those performed by this Agreement, Customer may terminate the Agreement effective at the end of Customer's then fiscal year by giving thirty (30) days written notice to Verizon and enclosing therewith a statement signed by the Chairperson of the County's Board of Supervisors or his designee that the foregoing conditions exist. In this event of non-appropriation of funds, Customer shall not be obligated make payments beyond the end of the then current fiscal year.

Performance Excused. No liability, including but not limited to refund of Service charges, shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon Business, Attn: Customer Service, 6415 Business Center Drive, Highlands Ranch, CO 80130, Email: notice@verizonbusiness.com with a copy to Verizon Business Services, 22001 Loudoun County Pkwy, Ashburn, VA 20147, Attn: Vice President Legal. Notices shall be deemed effective five business days after such mailing.

Miscellaneous
(a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties.
(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.
(c) Either party's failure to enforce any of the provisions of the ILEC Product Guide or the Agreement or to exercise any right or option is not a waiver of any such provision, right or option, and shall not affect the validity of the ILEC Product Guide or the Agreement. If any provision of the ILEC Product Guide or this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then the ILEC Product Guide and this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction, and the remaining terms and conditions of the ILEC Product Guide and the Agreement shall continue to apply as necessary to reflect the original intention of the parties.
(d) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due.

Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.
(e) Services are offered in locations where made available by Verizon in its sole discretion.
(f) The terms and conditions contained on a Customer purchase order document (whether signed by one or both parties) shall not serve to modify the terms and conditions of this Agreement.

The ILEC Product Guide, and this Agreement (including the Exhibits attached hereto and any Addenda made a part hereof) constitute the entire agreement between the parties with respect to the Services and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:

COUNTY OF INYO (Customer)	VERIZON BUSINESS NETWORK SERVICES INC., on behalf of VERIZON CALIFORNIA INC.
By _____	By _____
Name/title_____	Name/title_____
Date _____	Date _____

Exhibit A

Verizon Company Name: Verizon California Inc. (referred to in this Exhibit as "Verizon")
State: California
Customer name: County of Inyo
CSO Case No.: CSS-2012

Customer must sign and date this Agreement on or before December 31, 2012, or the proposed Service arrangement and pricing will no longer be available.

Verizon shall provide CentraNet® and CentraNet® Voicemail Box Service(s) to Customer pursuant to this Agreement at the following rates, terms and conditions:

Description of CentraNet® and CentraNet® Voicemail Box Service(s):
CentraNet® Service is an arrangement whereby certain basic and optional features are provided from central office switching equipment located on Verizon's property. Customer must maintain a minimum of two (2) CentraNet® Service lines for each customer group location per serving Verizon central office. A CentraNet® station line cannot be used in lieu of a DID-DOD trunk or PBX trunk.

CentraNet® Voicemail Box Service is a communication system located in a Verizon central office allowing users to have calls answered when their line is busy or not answered. They can then retrieve messages from anywhere and process by saving, forward to another Verizon voicemail user, or erasing.

Location of CentraNet® and CentraNet® Voicemail Box Service(s):
CentraNet® and CentraNet® Voicemail Box Services shall be provided at the Billing Telephone Numbers (BTNs) and locations identified in Attachment 1 to Exhibit A.

Customer may add Customer Locations for CentraNet® and CentraNet® Voicemail Box Service(s) during the term of this Agreement, provided that such other Customer Locations are within Verizon's incumbent local exchange franchise service territory.

1. **Charges:**
   A. **Monthly Recurring Charges (MRC):**

For Customer Locations in the fGTE Local Exchange Service Areas (Company Code: GTCA)

Initial Order Quantity	Monthly Recurring Charge Items	Per Line Charge
0	CENTRANET® LINE	$8.25
0	FEATURE PAK 1000	$2.00
0	FEATURE PAK 2000	$2.75
0	FEATURE PAK 3000	$3.75
0	CENTRANET® VOICEMAIL BOX	$4.00

For Customer Locations in the fContel Local Exchange Service Areas (Company Code: CTCA)

Initial Order Quantity	Monthly Recurring Charge Items	Per Line Charge
623	CENTRANET® LINE	$10.87
22	FEATURE PAK 1000	$2.00
601	FEATURE PAK 2000	$2.75
0	FEATURE PAK 3000	$3.75
155	CENTRANET® VOICEMAIL BOX	$4.00

See Appendix 1 for a listing of the exchanges located in the fGTE and fContel Local Exchange Service Areas.

The above charges do not include Federally mandated end user common line charges (EUCL), any applicable local, state, or federal governmental or regulatory charges, fees, taxes, surcharges, or other ILEC Product Guide charges. For Service in the fGTE Local Exchange Service Areas, the EUCL in the Verizon Telephone Companies Tariff FCC No. 14, Section 13 will be applied. For Service in the fContel Local Exchange Service Areas, the EUCL in the Verizon Telephone Companies Tariff FCC No. 16, Section 4 will be applied.

Charges for any other additional CentraNet® and/or CentraNet® Voicemail features ordered by Customer are taken from Verizon's ILEC Product Guide, and are subject to change.

B. Non-Recurring Charges (NRC): Rates for initial installation, moves, and changes, including line additions will be assessed from the applicable ILEC Product Guide.

C. Basic Termination Liability Charges (BTL). If for any reason Customer terminates or discontinues the Service prior to the expiration of the Term Period, at the time of discontinuance or termination, Customer shall pay twenty-five percent (25%) of the rates and charges, set forth above, for the Initial Order Quantities set forth for the remaining life of the contract. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation.

2. Service or Term Period. Customer shall purchase such Services for a period of thirty-six (36) consecutive months from the in-service date. The in-service date shall be July 25, 2012, the date following the expiration date of Customer's current agreement for the Services, provided that this Agreement is fully executed and effective as of that date. If the Agreement is not fully executed by July 25, 2012, the in-service date shall be the date, after the Effective Date defined above, on which Verizon's provisioning has been completed and the Service is available for Customer's use.

3. Additional Provisions

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Service Continuation. If, at the time of expiration of the Service Period, a new agreement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services as installed and configured at the time of expiration of the Service Period will continue to be provided under the rates, terms and conditions of this Agreement on a month-to-month basis (the "Extended Service Period"). During the Extended Service Period, the Customer may add such Service components as are available solely on a month-to-month basis at the agreed-upon rates as set out in this Agreement, but no other Service additions, changes or moves may be made under this Agreement during the Extended Service Period. During the Extended Service Period, this Agreement shall be deemed terminated without the assessment of termination liability charges under either of the following circumstance: (i) upon the in-service date of a new agreement with Verizon for the Services, this Agreement shall be deemed superseded and terminated, or (ii) either party may terminate the Agreement by providing at least 30 days written notice.

c. Facilities. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities and provide such Services only upon mutual written agreement of the parties to such additional facility charges. If Customer does not agree to pay such additional charges, then Verizon will be excused from providing the affected Service. If no Service can be provided, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.

Attachment 1 to Exhibit A

BTN	ADDRESS	CITY	STATE	ZIP	Quantity
(760) 938-2307	150 DEWEY ST	BIG PINE	CA	93513-	2
(760) 878-0492	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	1
(760) 878-0300	155 E. MARKET ST	INDEPENDENCE	CA	93526-	6
(760) 878-0263	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	1
(760) 873-6453	568 W. LINE ST	BISHOP	CA	93514-3313	2
(760) 878-0001	135 S. JACKSON ST	INDEPENDENCE	CA	93526-	13
(760) 876-4574	126 N. WASHINGTON ST	LONE PINE	CA	93545-	2
(760) 872-2632	568 W. LINE ST	BISHOP	CA	93514-3313	1
(760) 872-1623	568 W. LINE ST	BISHOP	CA	93514-3313	1
(760) 872-1885	568 W. LINE ST	BISHOP	CA	93514-3313	4
(760) 878-0241	155 E. MARKET ST	INDEPENDENCE	CA	93526-	15
(760) 872-4126	110 SUNLAND RES RD	BISHOP	CA	93514-	1
(760) 876-4664	160 N. LONE PINE AV	LONE PINE	CA	93545-	2
(760) 878-0383	550 S. CLAY ST	INDEPENDENCE	CA	93526-	22
(760) 878-0295	224 N. EDWARDS ST	INDEPENDENCE	CA	93526-	8
(760) 878-0238	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	6
(760) 876-5559	210 W. SOUTH ST	LONE PINE	CA	93545-	2
(760) 876-5031	WASHINGTON ST S.	LONE PINE	CA	93545-	1
(760) 878-0216	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	1
(760) 872-4111	912 N. MAIN ST	BISHOP	CA	93514-	14
(760) 878-0291	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	9
(760) 878-0286	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	10
(760) 878-0436	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	1
(760) 876-5545	380 N. MT WHITNEY DR	LONE PINE	CA	93545-	8
(760) 878-0396	205 S. EDWARDS ST	INDEPENDENCE	CA	93526-	1
(760) 872-1394	920 N. MAIN ST	BISHOP	CA	93514-2406	28
(760) 878-0366	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	16
(760) 872-4005	912 N. MAIN ST	BISHOP	CA	93514-	7
(760) 878-0258	155 S. GRANT ST	INDEPENDENCE	CA	93526-	3
(760) 878-0213	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	1
(760) 878-0251	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	9
(760) 878-0222	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	8
(760) 873-7887	301 W. LINE ST	BISHOP	CA	93514-3440	15
(760) 878-0350	201 MAZOURKA CNYN RD	INDEPENDENCE	CA	93526-	23
(760) 872-2908	163 MAY ST	BISHOP	CA	93514-2709	2
(760) 873-7863	207 W. SOUTH ST	BISHOP	CA	93514-3492	1
(760) 878-0370	550 S. CLAY ST	INDEPENDENCE	CA	93526-	5
(760) 873-5535	703 AIRPORT RD BLDG 14	BISHOP	CA	93514-3609	1
(760) 873-8481	350 LAGOON ST	BISHOP	CA	93514-3406	1
(760) 872-0917	2672 IRENE WAY	BISHOP	CA	93514-3030	1
(760) 878-0302	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	11
(760) 878-0379	550 S. CLAY ST	INDEPENDENCE	CA	93526-	1
(760) 878-0360	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	3

(760) 878-0415	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	1
(760) 872-1727	162 GROVE ST STE J	BISHOP	CA	93514-2652	15
(760) 878-0274	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	7
(760) 878-0230	136 S. JACKSON ST	INDEPENDENCE	CA	93526-	2
(760) 938-2715	COUNTY RD	BIG PINE	CA	93513-	1
(760) 872-5591	162 GROVE ST SUITE J	BISHOP	CA	93514-2640	7
(760) 878-0229	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	5
(760) 872-2971	703 AIRPORT RD	BISHOP	CA	93514-3609	5
(760) 878-0390	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	10
(760) 878-0200	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	18
(760) 878-0270	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	1
(760) 878-0202	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	4
(760) 872-2596	301 W. LINE ST	BISHOP	CA	93514-3440	2
(760) 876-5606	726 N. MAIN ST	LONE PINE	CA	93545-	10
(760) 878-0278	750 S. CLAY ST	INDEPENDENCE	CA	93526-	5
(760) 872-4052	873 N. MAIN ST STE 219	BISHOP	CA	93514-2433	9
(760) 878-0280	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	4
(760) 876-5710	380 N. MT WHITNEY DR	LONE PINE	CA	93545-	1
(760) 878-2383	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	1
(760) 878-0310	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	7
(760) 938-2420	500 S. MAIN ST	BIG PINE	CA	93513-	1
(760) 878-0375	224 N. EDWARDS ST	INDEPENDENCE	CA	93526-	1
(760) 873-7853	207 W. SOUTH ST	BISHOP	CA	93514-3407	2
(760) 873-5577	163 MAY ST	BISHOP	CA	93514-2709	5
(760) 873-3253	163 MAY ST	BISHOP	CA	93514-2709	11
(760) 873-4937	3236 W. LINE ST	BISHOP	CA	93514-2150	2
(760) 873-6533	162 GROVE ST SUITE J	BISHOP	CA	93514-2640	24
(760) 873-7456	162 GROVE ST STE J	BISHOP	CA	93514-2652	4
(760) 873-5115	210 ACADEMY AV	BISHOP	CA	93514-2602	4
(760) 873-6657	230 W. LINE ST	BISHOP	CA	93514-3411	9
(760) 873-5240	506 PARK AVE	BISHOP	CA	93514-2440	3
(760) 873-8045	536 N. SECOND ST	BISHOP	CA	93514-2810	2
(760) 873-5888	162 GROVE ST STE J	BISHOP	CA	93514-2652	9
(760) 872-2974	163 MAY ST	BISHOP	CA	93514-2709	5
(760) 873-3659	230 W. LINE ST	BISHOP	CA	93514-3411	14
(760) 873-7852	207 W. SOUTH ST	BISHOP	CA	93514-3407	2
(760) 873-7854	207 W. SOUTH ST	BISHOP	CA	93514-3407	6
(760) 873-4733	3236 W. LINE ST	BISHOP	CA	93514-2150	2
(760) 873-5587	701 S. MAIN ST	BISHOP	CA	93514-3426	2
(760) 872-1169	163 MAY ST	BISHOP	CA	93514-2709	5
(760) 873-7858	207 W. SOUTH ST	BISHOP	CA	93514-3407	3
(760) 873-7866	207 W. SOUTH ST	BISHOP	CA	93514-3407	4
(760) 873-6364	162 GROVE ST STE J	BISHOP	CA	93514-2652	7
(760) 873-7868	207 W. SOUTH ST	BISHOP	CA	93514-3407	18
(760) 873-7860	207 W. SOUTH ST	BISHOP	CA	93514-3407	7
(760) 873-5894	162 GROVE ST	BISHOP	CA	93514-2651	3

(760) 878-0497	168 N. EDWARDS ST	INDEPENDENCE	CA	93526-	2
(760) 876-1147	380 N. MT WHITNEY DR	LONE PINE	CA	93545-	1
(760) 876-8508	138 N. JACKSON ST	LONE PINE	CA	93545-	2
(760) 872-3408	431 SHORT ST	BISHOP	CA	93514-3509	1
(760) 873-3258	163 MAY ST	BISHOP	CA	93514-2709	1
(760) 876-4719	120 S. MAIN ST	LONE PINE	CA	93545-	1
(760) 873-7209	230 W. LINE ST	BISHOP	CA	93514-3411	1
(760) 878-2850	550 S. CLAY ST	INDEPENDENCE	CA	93526-	5
(760) 876-4205	210 N. WASHINGTON ST	LONE PINE	CA	93545-	1
(760) 872-2900	163 MAY ST	BISHOP	CA	93514-2709	1
(760) 872-4950	912 N. MAIN ST	BISHOP	CA	93514-2406	1
(760) 872-0900	163 MAY ST	BISHOP	CA	93514-2709	1
(760) 873-7879	207 W. SOUTH ST	BISHOP	CA	93514-3407	1
(760) 878-2333	550 S. CLAY ST	INDEPENDENCE	CA	93526-	8
(760) 872-3125	703 AIRPORT RD	BISHOP	CA	93514-3603	2
(760) 872-6046	162 GROVE ST STE J	BISHOP	CA	93514-2652	1
(760) 873-8039	130 SHORT ST	BISHOP	CA	93514-3538	2
(760) 878-2426	555 S. CLAY ST	INDEPENDENCE	CA	93526-	0

Appendix 1 – fGTE and fContel Exchange List

Exchanges within the fGTE Local Serving Areas

Alamitos	Grant Grove	Marshall	San Bernardino
Anza D.A.	Guadalupe	Mentone	San Fernando -
Arrowhead	Hemet -	Miramonte - Pinehurst	San Fernando D.A.
Azusa-Glendora	Hemet D.A.	Monrovia	San Gabriel Canyon
Badger	Hi Vista	Moreno	San Jacinto D.A.
Banning-Beaumont	Homeland D.A.	Morgan Hill	Santa Barbara
Calimesa	Homestead Valley	Morongo Valley	Santa Maria
Camarillo	Huntington Beach	Murrieta	Santa Monica-
Carpinteria	Idyllwild	Newbury Park	Santa Monica D.A.
Chino	Indio	Norwalk	Santa Paula
Claremont-San San Dimas	Joshua Tree	Novato	Santa Ynez
Conejo	Kenwood	Ontario	Sepulveda D.A.
Covina-Baldwin Baldwin Park	La Habra	Oxnard	Sierra Madre
Crestline	La Puente	Pacoima D.A.	Somis
Desert Center	Laguna Beach	Palm Desert	Squaw Valley
Desert Hot Springs	Lake Hughes	Palm Springs	Sun City
Diamond Bar	Lakeview - Nuevo	Perris	Sunland - Tujunga
Downey	Lakewood	Pico Rivera	Temecula
Dunlap	Lancaster	Pinyon	Thousand Oaks
Eagle Mountain	Lindsay	Point Mugu	Twentynine Palms
El Rio	Lompoc	Pomona	Upland
Elsinore	Long Beach	Redlands	West Los Angeles
Etiwanda	Los Alamos	Redondo	Westminster
Fowler	Los Gatos	Reedley	Whittier
Gaviota	Malibu	Sage D.A.	Yucca Valley
Granada Hills D.A.	Mar Vista D.A.	Salton City	

Exchanges within the fContel Local Serving Areas

Adelanto D.A.	Crowley Lake	Lemon Cove	Running Springs
Alpaugh	Cuyama	Lenwood	San Joaquin
Apple Valley D.A.	Dos Palos	Linden	San Miguel
Barstow -	El Mirage	Lone Pine	Sanger
Barstow D.A.	Exeter	Lost Hills	Sea Ranch D.A.
Benton Station	Farmington	Lucerne Valley	Sherwood Ranch D.A.
Berrenda Mesa	Fort Irwin	Mad River	Snelling
Big Bear City	Garberville	Mammoth Lakes	Summit Valley
Big Bear Lake	Gilroy	Manteca	Taft
Big Pine	Glennville	McFarland	Timbercove -
Bishop	Hayfork	McKittrick	Tivy Valley
Boron	Hesperia D.A.	Newberry	Trona
Bridgeport	Hoopa	Olancha	Victorville -
Buttonwillow	Independence	Orleans	Victorville D.A.
California City	Inyokern	Parkfield	Weaverville
California Hot Springs	June Lake	Phelan D.A.	Weimar D.A.
Cazadero	Kernville	Piercy	Weldon
Clements	Knights Landing	Pine Creek	Whitethorn
Colfax -	Lake Isabella	Randsburg	Willow Creek
Colfax D.A.	Laytonville -	Ridgecrest	Wrightwood -
Corcoran	Lee Vining	Ripon	Yermo D.A.
Covelo	Leggett	Robbins	

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
6

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Marvin Moskowitz, Director, Environmental Health Services

FOR THE BOARD MEETING OF: **September 11, 2012**

SUBJECT: Water Laboratory Supplies Purchase

DEPARTMENTAL RECOMMENDATION:

1. Request the Board declare IDEXX Laboratories, Inc. as the sole source provider of certain water laboratory supplies for the period of September 11, 2012 through June 30, 2013, AND

2. Approve the purchase of water testing supplies by the Department from IDEXX Laboratories, Inc. by use of a blanket purchase order not to exceed $12,000.00 for the period of September 11, 2012 through June 30, 2013 and contingent upon the adoption of the 2012/2013 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

IDEXX Laboratories, Inc. is the sole distributer of the "Colilert" reagent and other laboratory supplies (detailed in Attachment A, attached) utilized in the enzyme substrate method of determining total and escheria coliform bacteria content in water. The great majority of water testing conducted in our lab is done via the enzyme substrate method. Laboratory procedures must adhere to the Standard Operating Procedures Manual, which specifies the utilization of the Colilert reagent for the enzyme substrate analyses. The lab is certified by the State of California every two years and must adhere strictly to the Standard Operating Procedures Manual in order to maintain certification.

Revenue from the water lab exceeds $70,000 annually. This revenue is credited to the Environmental Health Services budget, which in turn provides adequate funding to operate the lab. This is an annual request presented to your Board.

ALTERNATIVES:

As stated above, IDEXX is the sole source of these products. Utilization of a different product would jeopardize continued State certification of the lab, which would result in a dramatic drop in revenues, and the discontinuation of a valuable service to the community.

Discontinuation of the enzyme substrate method would require substitute analytical methods including multiple tube fermentaion and/or heterotrphic plate counts. These methods are much more costly, have longer turnaround times and are much more labor intensive.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

The laboratory supplies order will be paid through the Environmental Health Services budget (045400) and this amount has been included in our Fiscal Year 2012/2013 budget request.

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.)* Rita Lucey Approved: _____ Date 8/21/12
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) Marvin Moskovitz Date: 8/21/12

ATTACHMENT A

IDEXX www.idexx.com

ISO 9001:2008 CERTIFIED

July 27, 2012
Inyo County Environmental
Independence CA 94541
SAP# 22432
Attn: Sheri Aust

Please accept this letter as confirmation that IDEXX Distribution, Inc. (FEIN # 35-2186625) is a wholly owned subsidiary of IDEXX Laboratories, Inc. and is the ***sole supplier*** of the following products to the Water Market:

Product	**Sole Manufacturer**	**Sole Supplier in US Water Testing Market**
Colilert* reagent	Yes	Yes
Colilert* Comparator	Yes	Yes
Colilert*-18 reagent	Yes	Yes
Colisure* reagent	Yes	Yes
Enterolert* reagent	Yes	Yes
IDEXX Vessel	Yes	Yes
Quanti-Tray* Sealer	Yes	Yes
Quanti-Tray*	Yes	Yes
All Colilert* Starter Kits	Yes	Yes
All 20-pack, 100-pack, and 200-pack Combo Packs	Yes	Yes
IDEXX-QC		Yes
Colilert* Quanti-Cult™ QC kit	Yes	Yes
SimPlate* for HPC test kit	Yes	Yes
Filta-Max* Automatic Wash Station	Yes	Yes

Please note that IDEXX Distribution, Inc. was formed as a wholly owned subsidiary of IDEXX Laboratories, Inc. because our shipping location moved from Westbrook, Maine to Memphis, Tennessee.

I hope this information is of assistance. If you have any questions, please call Debra Balbo at 1-800-321-0207 ext. 68846

Sincerely,

Debra J Balbo

Debra J Balbo
Inside Account Manager

*Colilert, Colilert-18, Colisure, Enterolert, Quanti-Tray, SimPlate, IDEXX-QC and Filta-Max are trademarks or registered trademarks of IDEXX Laboratories, Inc. or its affiliates in the United States and/or other countries.

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

- [x] There is only one known source because:

- [x] This is a sole provider of a licensed, copyrighted, or patented good or service.
- [ ] This is a sole provider of items compatible with existing equipment or systems.
- [ ] This is a sole provider of factory-authorized warranty service.
- [ ] This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- [ ] The requested product is used or demonstration equipment available at a lower – than-new-cost.
- [ ] One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service. Please refer to attachment.	
DEPARTMENT CONTACT PERSON & TITLE Marvin Moskowitz, Director	
DEPARTMENT NAME Environmental Health Services	PHONE 760-878-0261
REQUESTED SUPPLIER/CONSULTANT NAME Idexx Laboratories, Inc.	SUPPLIER CONTACT PERSON Debra J. Balbo
SUPPLIER ADDRESS One Idexx Drive Westbrook, Maine 04092	SUPPLIER CONTACT'S PHONE NUMBER 1-800-321-0207, Ext. 68846

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements

Marvin Moskowitz
Signature of Requestor

8/21/12
Date

President/CEO Approval

Date

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

6

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Marvin Moskowitz, Director, Environmental Health Services

FOR THE BOARD MEETING OF: **September 11, 2012**

SUBJECT: Water Laboratory Supplies Purchase

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Revenue from the water lab exceeds $70,000 annually. This revenue is credited to the Environmental Health Services budget, which in turn provides adequate funding to operate the lab. This is an annual request presented to your Board.

ALTERNATIVES:

As stated above, IDEXX is the sole source of these products. Utilization of a different product would jeopardize continued State certification of the lab, which would result in a dramatic drop in revenues, and the discontinuation of a valuable service to the community.

Discontinuation of the enzyme substrate method would require substitute analytical methods including multiple tube fermentaion and/or heterotrphic plate counts. These methods are much more costly, have longer turnaround times and are much more labor intensive.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

The laboratory supplies order will be paid through the Environmental Health Services budget (045400) and this amount has been included in our Fiscal Year 2012/2013 budget request.

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: _____ Date 8/21/12
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: 8/21/12

ATTACHMENT A

IDEXX www.idexx.com

ISO 9001:2008 CERTIFIED

July 27, 2012
Inyo County Environmental
Independence CA 94541
SAP# 22432
Attn: Sheri Aust

Please accept this letter as confirmation that IDEXX Distribution, Inc. (FEIN # 35-2186625) is a wholly owned subsidiary of IDEXX Laboratories, Inc. and is the ***sole supplier*** of the following products to the Water Market:

Product	**Sole Manufacturer**	**Sole Supplier in US Water Testing Market**
Colilert* reagent	Yes	Yes
Colilert* Comparator	Yes	Yes
Colilert*-18 reagent	Yes	Yes
Colisure* reagent	Yes	Yes
Enterolert* reagent	Yes	Yes
IDEXX Vessel	Yes	Yes
Quanti-Tray* Sealer	Yes	Yes
Quanti-Tray*	Yes	Yes
All Colilert* Starter Kits	Yes	Yes
All 20-pack, 100-pack, and 200-pack Combo Packs	Yes	Yes
IDEXX-QC		Yes
Colilert* Quanti-Cult™ QC kit	Yes	Yes
SimPlate* for HPC test kit	Yes	Yes
Filta-Max* Automatic Wash Station	Yes	Yes

Please note that IDEXX Distribution, Inc. was formed as a wholly owned subsidiary of IDEXX Laboratories, Inc. because our shipping location moved from Westbrook, Maine to Memphis, Tennessee.

I hope this information is of assistance. If you have any questions, please call Debra Balbo at 1-800-321-0207 ext. 68846

Sincerely,

Debra J Balbo

Debra J Balbo
Inside Account Manager

*Colilert, Colilert-18, Colisure, Enterolert, Quanti-Tray, SimPlate, IDEXX-QC and Filta-Max are trademarks or registered trademarks of IDEXX Laboratories, Inc. or its affiliates in the United States and/or other countries.

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

- ☒ There is only one known source because:

- ☒ This is a sole provider of a licensed, copyrighted, or patented good or service.
- ☐ This is a sole provider of items compatible with existing equipment or systems.
- ☐ This is a sole provider of factory-authorized warranty service.
- ☐ This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- ☐ The requested product is used or demonstration equipment available at a lower – than-new-cost.
- ☐ One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service.

Please refer to attachment.

DEPARTMENT CONTACT PERSON & TITLE Marvin Moskowitz, Director	
DEPARTMENT NAME Environmental Health Services	PHONE 760-878-0261
REQUESTED SUPPLIER/CONSULTANT NAME Idexx Laboratories, Inc.	SUPPLIER CONTACT PERSON Debra J. Balbo
SUPPLIER ADDRESS One Idexx Drive Westbrook, Maine 04092	SUPPLIER CONTACT'S PHONE NUMBER 1-800-321-0207, Ext. 68846

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements

Marion Moorhead — *Signature of Requestor*

8/21/12 — *Date*

_____ — *President/CEO Approval*

_____ — *Date*

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
7

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

FROM: HEALTH & HUMAN SERVICES – First 5 Inyo County

FOR THE BOARD MEETING OF: September 11, 2012

SUBJECT: First 5 Inyo Toiyabe Preschool Initiative Contract

DEPARTMENTAL RECOMMENDATION:

Request Board of Supervisors ratify the contract between the County of Inyo and Toiyabe Indian Health Project for the provision of School Readiness services for a period from July 1, 2012 to June 30, 2013 in an amount not to exceed $48,000; contingent upon adoption of the FY 2012/13 budget, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Toiyabe has been doing a wonderful job since Fall 2010 of helping Inyo children get their yearly preventative oral screening and painful pediatric dental work done locally through this co-sponsored pediatric dental grant with First 5. Last year 80% of Native American children ages 1 to 5 were up to date on the recommended yearly oral screenings, whereas only 40% of Inyo Caucasian and Latino families with young children could say the same.

To include even more non-native children in preventative services this year, Toiyabe has partnered with Case Western Dental University so that a team of 6 seniors ready to graduate will be offering free dental screenings to all children countywide from October 1, 2012 to June 30, 2013 during regular hours, instead of only at free screening events a few times a year. They are even working to see if it is possible to treat children with identified caries at this free appointment, so the family does not have to bring them back for services at a later date.

Although this contract has been routing since May, Toiyabe had it for almost a month and a half for review from their Board and counsel, recently returning it to us signed on August 9 for its final county routing to the Board of Supervisors for approval.

ALTERNATIVES:

The Board could decide not to approve this contract, in which case we would have to look for a new partner or method to provide pediatric dental services and early oral health screening within Inyo County.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

This contract would be funded from designated First 5 Inyo General Budget dollars. This is budgeted in First Five (643000) in Professional Services (5265). 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 Date: 8/24/2012
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: 8/28/12
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: 8/29/12

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 8-31-12

AGREEMENT BETWEEN COUNTY OF INYO
AND Toiyabe Indian Health Project
FOR THE PROVISION OF Child Health **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Child Health services of Toiyabe Indian Health Project of Bishop, CA (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 Jean Turner, whose title is: Director of Inyo HHS. 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 July 1, 2012 to June 30, 2013 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 $48,000 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	
First 5 Inyo County, a Division of Inyo HHS	Department
568 W. Line Street	Street
Bishop, CA 93514	City and State

Contractor:	
Toiyabe Indian Health Project	Name
52 Tu Su Lane	Street
Bishop, CA 93514	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.

//// ////

AGREEMENT BETWEEN COUNTY OF INYO
AND Toiyabe Indian Health Project
FOR THE PROVISION OF Child Health **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Christe Martindale
Signature

Christe Martindale
Print or Type

Dated: 8/9/2012

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 Toiyabe Indian Health Project
FOR THE PROVISION OF Child Health **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

SCOPE OF WORK:

The contractor shall provide Child Health services in the County of Inyo as detailed in the attached Scope of Work for Toiyabe Indian Health Project, Inc. 2012-13, and incorporated herein by reference. Contractor shall perform all the tasks listed in this plan by June 30, 2013 including the provision of fiscal reports and any evaluation materials listed in the SOW to the satisfaction of the First 5 Inyo Commission.

All publicity and materials for the public produced pursuant to this agreement shall be submitted to First 5 Inyo County for approval, and shall include "Funded by First 5 Inyo County, a division of Inyo Health & Human Services" & the First 5 Inyo logo.

The major services this contract addresses are:

-2 days of monthly pediatric dentist services for children 0 to 5 from Oct. 1, 2012 to June 30, 2013
-Providing an ongoing dental home for those patients
-Free oral exams for children 0 to 5 conducted by Case Western Dental Students on loan to Toiyabe through June 30, 2013

SCOPE OF WORK FOR TOIYABE 2012-13 MONTHLY PEDIATRIC DENTAL CLINIC

TASKS CONTRACTOR SHALL ACCOMPLISH: *(to the satisfaction & approval of First 5 Inyo Commission)*	MATERIALS CONTRACTOR SHALL PROVIDE: *(all reporting materials are subject to First 5 Director's approval for State reporting standards & are due within a month's time of the collection dates listed in the due column on this SOW)*	DUE DATE:
Contract with pediatric dentist for monthly 2-day visits to practice at the Toiyabe Bishop Clinic from October 1, 2012 to June 30, 2013.	*List of scheduled days Pediatric Dental clinics will take place from 10/2012 to 6/2013. *Yellow Center Intake forms with patients names, ages, ethnicities & primary language will be turned quarterly for each clinic day	SEPT. 30, 2012 SEPT. 30, 2012 DEC.30, 2012 MAR. 30, 2013 JUN. 30, 2013
Patients seen by pediatric dentist have a dental home Toiyabe Indian Health Project regardless of ethnicity, and may access dental care from other dentists in the clinic if needed in the future.	*Signature of this contract is sufficient agreement	
Toiyabe will extend free oral exams with Western Case Dental Students to all Inyo children 5 and under from Oct. 1 , 2012 to June 30, 2012 throughout normal clinic hours & on special outreaches.	*List of all children 5 and under who receive a free oral exam along with age, ethnicity, & primary language	SEPT. 30, 2012 DEC.30, 2012 MAR. 30, 2013 JUN. 30, 2013
Review & report final invoices and results to First 5 Inyo.	Any of the above that is outstanding, or any receipts or invoices not turned in previously.	JUN. 30, 2013

BONUS FOR FUTURE FUNDING & PARTNERSHIPS:

First 5 Inyo rewards partners who help create synergy to distribute messages and materials the Commission deems valuable, with bonus points toward future projects. Resources Toiyabe can receive bonus points for helping us distribute include:

*English & Spanish Early Oral Health Kits
*Nutrition linked to Oral Health educational materials

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Toiyabe Indian Health Project

FOR THE PROVISION OF Child Health **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

SCHEDULE OF FEES:

For services satisfactorily rendered, and upon receipt & approval of quarterly invoices as required, the County agrees to compensate the Contractor for expenditures incurred from July 1, 2012 to June 30, 2013 in an amount not to exceed $48,000.

Notwithstanding paragraph 3.E. Billing & Payment, actual program and equipment costs are to be invoiced to the First 5 Inyo County after service delivery on a quarterly basis. Invoices with attached expenditure spreadsheets, and related evaluation materials should be received by First 5 Inyo no later than 7 days after quarterly due dates. In the event that invoices or evaluation materials are not forthcoming in that time period, the First 5 Inyo County commission retains the right to withhold further payment until satisfactory receipt and review of those materials has taken place.

Indirect costs shall not exceed 15% of the total contracted amount.

Expenditures should not deviate from the attached invoicing chart approved by the First 5 Inyo Commission on May 10, 2012 by more than $1,000 without express written permission from the Commission.

Also, contractors should be aware that the terms of this contract are contingent on continued state funding, and if state level cuts were to occur to our revenues the County may cancel this contract at will at any time upon 30 days written notice of their intent to cancel.

Quarterly Invoices Due:	Late After:
SEPT. 30, 2012	OCT. 7, 2012
DEC. 30, 2012	JAN. 7, 2013
MAR. 30, 2013	APR. 7, 2013
JUN. 30, 2013	JULY 7, 2013

First 5 2012-13 Toiyabe Oral Health Monthly Invoice Chart

GENERAL	BUDGET	JULY	AUGUST	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	TOTALS
SERVICES	45,000													
PEDIATRIC DENTIST														
DENTAL TECHS														
DENTAL STUDENT EXAMS														
MISCELLANEOUS	500													
TRAINING														
PROMOTIONS														
TRANSLATION														
ADMINISTRATION														
EVALUATION														
SUPPLIES	500													
OFFICE SUPPLIES														
ORAL HEALTH SUPPLIES														
EDUCATION MATERIALS														
INCENTIVES/REWARDS														
EQUIPMENT														
OTHER SUPPLY														
TRAVEL	0													
COMMUTING HRS/MILEAGE														
CONFERENCES														
FOOD & LODGING														
INDIRECT (10%)	2,000													
RENT/MORTGAGE														
UTILITIES														
TOTALS	48,000													

Use this chart to keep a running total for FY 2012-13. Attach G/L documentation along with each reporting checklist and eval materials for prompt reimbursement.

Invoice summary, copy of chart, reporting chekclist, and all bold type blue and red evaluation materials due by the 7th of each new quarter or semester.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Toiyabe Indian Health Project
FOR THE PROVISION OF Child Health **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

Form W-9

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

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Toiyabe Indian Health Project
FOR THE PROVISION OF Child Health **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

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 – First 5 Inyo County

FOR THE BOARD MEETING OF: September 11, 2012

SUBJECT: First 5 Inyo County 2012-2013 LPUSD Contract

DEPARTMENTAL RECOMMENDATION:

Request Board of Supervisors ratify the contract between the County of Inyo and Lone Pine Unified School District for the provision of Family Strengthening and Child Development services for a period from July 1, 2012, to June 30, 2013, in an amount not to exceed $27,000, contingent upon Board's adoption of FY 2012/2013 Budget, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This Lone Pine School District contract began routing at the end of May and its preliminary budget and scope of work were verbally approved by phone meeting with the LPUSD district office in early June. Once Lone Pine School Board met to complete their review, approval, and signature process, they mailed the contract back to First 5 where it was received July 18 or 19th and passed on for its final county routing to the Board for ratification.

Lone Pine Unified School District will continue to provide successful family strengthening services by contracting with a bilingual teacher to serve as an Early Childhood Family Resource Coordinator to link Spanish speaking families with children ages 5 and under to the appropriate aids & information available to help prepare their children for success in school. They will also prepare southern Inyo preschoolers for social emotional development with summer skills camp & kindergarten transition services, so that the opportunity to learn important behaviors is extended to Southern Inyo where there are fewer independent playgroups and social development opportunities for young children.

ALTERNATIVES:

The Board could decide not to approve this contract, in which case the Southern Inyo community surrounding Lone Pine may lack some of the early childhood resources & opportunities that are funded in other regions of the county.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

First 5 State Funding. This expense is budgeted in First 5 (643000) in Professional Services (5265). 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 Date: 7/31/2012
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: 8/22/12
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: 8/29/12
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: Date:

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jan Turner Date: 8-29-11

AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Unified School District
FOR THE PROVISION OF Family Strengthening & Child Development **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Family Strengthening services of Lone Pine Unified School District of Lone Pine, CA (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 Jean Turner, whose title is: Director of Inyo HHS. 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 July 1, 2012 to June 30, 2013 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 $27,000 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
First 5 Inyo County, a Division of Inyo HHS — Department
568 W. Line Street — Street
Bishop, CA 93514 — City and State

Contractor:
Lone Pine Unified School District — Name
P.O. Box 159 — Street
Lone Pine, CA 93545 — 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 Lone Pine Unified School District
FOR THE PROVISION OF Family Strengthening & Child Development **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature
Camille Cervantes
Print or Type

Dated: July 18, 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 Lone Pine Unified School District
FOR THE PROVISION OF Family Strengthening & Child Development **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

SCOPE OF WORK:

The contractor shall provide Child Development services in the County of Inyo as detailed in the attached Scope of Work for Lone Pine Unified School District 2012-13, and incorporated herein by reference. Contractor shall perform all the tasks listed in this plan by June 30, 2013 including the provision of fiscal reports and any evaluation materials listed in the SOW to the satisfaction of the First 5 Inyo Commission.

All publicity and materials for the public produced pursuant to this agreement shall be submitted to First 5 Inyo County for approval , and shall include "Funded by First 5 Inyo County, a division of Inyo Health & Human Services" & the First 5 Inyo logo.

The major services this contract addresses are:

-Conducting a 13 –day Summer Bridge Introduction to Kindergarten that focuses on social emotional competency skills for succeeding in a classroom environment in August 2012.
-Contract with a bilingual teacher to serve as an Early Childhood Family Resource Coordinator (FRC), linking families in Southern Inyo to the aids and information available to help prepare their children for success in school.
-Oversee the FRC, supporting her efforts to develop a monthly bilingual playgroup, offer early nutrition & fitness classes with a literacy focus, and promote early health & development with a 3-5 year old pre-preschool and pre-Kindergarten health fair.

SCOPE OF WORK FOR Lone Pine Unified School District 2012-13

TASKS CONTRACTOR SHALL ACCOMPLISH: *(to the satisfaction & approval of First 5 Inyo Commission)*	MATERIALS CONTRACTOR SHALL PROVIDE: *(all reporting materials are subject to First 5 Director's approval for State reporting standards & are due within a month's time of the collection dates listed in the due column on this SOW)*	DUE DATE:
Conduct a Summer Bridge program in Aug. 2012 and a Summer Skills Camp for kids 3-5 Jun 2013 per proposal for individual groups of children	*Turn in copy of lesson plans with topics covered *Teachers notes on each students soc emo progress * Parent surveys showing growth in knowledge of child dev.	SEPT. 30, 2012
Hire a bilingual family resource coordinator to increase program sustainability since we will not be able to pay for aids to translate for activities, classes, & flyers.	*Complete training with First 5 Inyo staff by August 1, 2012 so that a 6-month calendar of tasks and activies is drawn up for LPUSD and First 5 Commission approval at Aug. 2 mtng.	SEPT. 30, 2012
The coordinator shall complete the following:		
Attend free training to learn about and participate in Inyo Protective Factors work groups	*Contact Jody at Inyo First 5 to initiate, and get important meeting dates	quarterly
- spend 10 hrs. monthly coord. with First 5 Inyo staff developing FRC parent leaders so Tecopa Lone Pine, & Bishop resource centers have united policies, resources, & support.	*document 10 hrs. in a summary email report to First 5 Inyo every month. If hours go unused, they may be called upon for class or outreach cooperation in another month, with approval of LPUSD mngmt.	monthly
- develop a bilingual playgroup that meets every month in Lone Pine so that there are early play & socialization opportunities in the community.	*Purple First 5 Family Intake Forms for all participants *Monthly roster of playgroup attendence *First 5 NDS pre& post survey & pictures	turn in with monthly email reports
- conduct a 0 -5 parent survey to help inform future FRC program development.	*Carry over last year's family survey, even as we implement some findings from it	monthly
Plan & promote a Pre-Preschool & Pre-Kindergarten informative health fair in Lone Pine screening children for oral health problems, developmental delays, etc. Toiyabe will offer free dental exams & your school should be covering K-Roundup teacher expenses as every other Inyo school does. First 5 Inyo will extend preschool participation expenses up to $500.	*Yellow First 5 Center Intake Form Sign-In Sheet filled out for each child in attendence. *Report detailing total number of children screened, total number of children referred for follow-up aid, and total numbered referred for immediate treatment, as well as total number of families receiving school readiness skills information and kits. Pics if possible, too.	JUN. 30, 2013 JUN. 30, 2013
Purchase up to $1,000 in approved equipment by First 5 Inyo Commission to outfit FRC for playgroup activities and up to $500 for evaluation resources like NDDS profiles, an inexpensive digital camera, etc. (See Budget Supplies FRC Library /Nights)	*Submit requisitions to First 5 Inyo for playgroup supplies, incentives, and evaluation materials.	SEPT. 30, 2012 DEC. 30, 2012 MAR. 30, 2013
Any outstanding invoices, reciepts, or evaluation materials not previously submitted to first 5 are due.	*Any of the above not yet received	JUN. 30, 2013

First 5 Inyo rewards partners that help create synergy to distribute messages and materials the Commission deems valuable with bonus points toward future projects. Resources LPUSD can receive bonus points for helping such tasks include:

*Elmo Healthy Habits Nutrition & Fitness DVDs	*New & Used Reading Railroad Books
*Water the Otter *Rethink Your Drink* Books	*Monthly "*Healthy Handfuls*" Newsletter
*Healthy Recipe Cookbooks	*First 5 English & Spanish Oral Health Kits

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Unified School District
FOR THE PROVISION OF Family Strengthening & Child Development SERVICES

TERM:

FROM: July 1, 2012 TO: June 30, 2013

SCHEDULE OF FEES:

For services satisfactorily rendered, and upon receipt & approval of semester invoices as required, the County agrees to compensate the Contractor for expenditures incurred from July 1, 2012 to June 30, 2013 in an amount not to exceed $27,000.

Notwithstanding paragraph 3.E. Billing & Payment, actual program and equipment costs are to be invoiced to the First 5 Inyo County after service delivery on a semester basis. Invoices with attached expenditure spreadsheets, and related evaluation materials should be received by First 5 Inyo no later than 7 days past the semester. In the event that invoices or evaluation materials are not forthcoming in that time period, the First 5 Inyo County commission retains the right to withhold further payment until satisfactory receipt and review of those materials has taken place.

Indirect costs shall not exceed 15% of the total contracted amount.

Expenditures should not deviate from the proposed budget – approved by the First 5 Inyo Commission on May 10, 2012 and attached to this proposal – by more than $1,000 without express written permission from the Commission.

Also, contractors should be aware that the terms of this contract are contingent on continued state funding, and if state level cuts were to occur to our revenues the County may cancel this contract at will at any time upon 30 days written notice of intent to cancel.

Semester Invoices Due:	Late After:
DEC. 30, 2012	JAN. 7, 2013
JUN. 30, 2013	JULY 7, 2013

2012-13 LPUSD Monthly Invoice Chart

GENERAL	BUDGET	JULY	AUGUST	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	TOTALS
PERSONNEL	20,800													
FRC Coordinator	15,948													
Teacher Summer Bridge-Aug.	2,046													
Teacher Summer Skills- Jun.	2,046													
Bilingual Aide	493													
Swimming Lessons	240													
SUPPLIES	4,100													
FRC Office Supplies	150													
FRC Library/Nights Supplies	1,500													
Art Supplies	500													
Snacks	500													
Books	1000													
Pre-K Parent Child Meals	200													
Roundup/HF Supplies	150													
Promotions	200													
Roundup/HF Incentives	200													
INDIRECT (not to exceed 15%)	1,900													
Administration	1,000													
Misc.	900													
TOTALS	27,000													

Use this chart to keep a running total for FY 2012-13. Attach G/L documentation along with each semester's reporting checklist and eval materials for prompt reimbursement.

Invoice summary, copy of chart, reporting chekclist, and all bold type blue and red evaluation materials due by the 7th of each new month.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Unified School District
FOR THE PROVISION OF Family Strengthening & Child Development **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

Form W-9

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

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Unified School District
FOR THE PROVISION OF Family Strengthening & Child Development **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1

Insurance Requirements for Most Contracts

(Not for Professional Services or Construction Contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

If the contractor 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 CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary 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 Contractor's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor 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 Contractor to purchase coverage with a lower deductible or retention or 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.

Verification of Coverage

Contractor 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 Contractor'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.

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

9

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES/ Public Health Division

FOR THE BOARD MEETING OF: September 11, 2012

SUBJECT: Approval of Fiscal Year 2012-13 Public Health Emergency Preparedness Comprehensive Agreement and the Non-Supplantation Certification Form.

DEPARTMENTAL RECOMMENDATION:

1. Request your Board ratify the Agreement between the County of Inyo and California Department of Public Health for the provision of Local Public Health Emergency Preparedness, in an amount not to exceed $304,801.00 for the period of July 1, 2012, through June 30, 2013, contingent upon Board's approval of the FY 2012/2013 budget; and authorize Jean Turner, Director of Health and Human Services to sign, and
2. Request your Board approve the Non-supplantation Certification form and authorize Jean Turner, Director of Health and Human Services to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On June 28, 2012, Public Health received the grant application from the California Department of Public Health, Emergency Preparedness Office. This grant consists of three separate plans and budgets. One is the Public Health Emergency Preparedness (referred to as PHEP CDC) Base Allocation $110,483; the second is the Pandemic Influenza Plan (referred to as State GF Pandemic Influenza); allocation $60,639; and the third is the Hospital Preparedness Program (referred to as HPP in the Agreement); allocation $133,679. The completed plans and budgets were due August 6th and required meeting with representatives from the hospitals, clinics, volunteer emergency medical services and Inland Counties Emergency Medical Agency to develop grant objectives and the budget. Upon completion of the plans and budgets, the process for Board approval was initiated.

This is the eleventh consecutive year that funding is available through the State of California, Emergency Preparedness Office to provide local disaster planning and preparedness and hospital and EMS preparedness. It is the sixth year for pandemic influenza planning.

The funds will be used to work with the local hospitals to integrate their individual facility plans with one another; facilitate countywide participation in the Annual Statewide Medical and Health Disaster Exercise; provide tabletop exercises at each of the volunteer Fire/EMS departments, attend the regional train-the-trainer activity regarding the recently released Emergency Operations Manual which directs how the Medical Health Operational Area Coordinator (MHOAC) and medical entities request for medical personnel and equipment from the Region during an event; continue work to identify persons needing help at the time of a disaster and include them in the Frail and Elderly database and assist them in enrollment into Code Red; Public Health staff will also attend GIS training to map the Frail and Elderly database and provide database packets for each community to the EOC and each individual Fire/EMS department; and to work with the hospitals and health care providers on the concept and logistics of Government-Authorized Alternate Care Sites (GAACS).

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

ALTERNATIVES:
Not signing this agreement or Certificate Against Supplanting would disallow Inyo County from accepting the funds.

OTHER AGENCY INVOLVEMENT:
Emergency Operations Coordinator, Inyo County Sheriff representation, Inyo County Environmental Health, Northern Inyo and Southern Inyo Hospitals, local pharmacists, fire departments, ambulance providers, medical providers and schools.

FINANCING:
Federal funding for the local Public Health Emergency Preparedness Grant is $304,801.00. No County General Funds. Funding is brought into the Health Budget as revenue.

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 8/24/2012 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: 8/28/12 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: 8/29/12 Date:

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 8-29-12

2012-13 Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) and Hospital Preparedness Program (HPP) Funding

AGREEMENT

PHEP and HPP Funding Opportunity Number CDC-RFA-TP12-1201
GF Pan Flu Funding Authority – 2012 Budget Act, Chapter 21

1. This Agreement is entered into between the California Department of Public Health, hereinafter referred to as "CDPH" and the County of Inyo, hereinafter referred to as "Local Health Department (LHD)" and/or "Local HPP Entity".

2. The term of this Agreement is July 1, 2012 through June 30, 2013.

3. The maximum amount payable under this Agreement is $304,801, and is allocated as follows:
   - $110,483, PHEP Base Allocation (7/1/12 – 6/30/13)
   - $0, Laboratory Allocation (7/1/12 – 6/30/13)
   - $0, Cities Readiness Initiative Allocation (7/1/12 – 6/30/13)
   - $133,679, HPP Allocation (7/1/12 – 6/30/13)
   - $60,639, GF Pan Flu Allocation (7/1/12 – 6/30/13)

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	03 Pages
Exhibit B – Budget Detail and Budget Provisions	04 Pages
Exhibit B – Attachment 1, Criteria for Payments	01 Page
Exhibit C – Additional Provisions	02 Pages
Exhibit D(F) – Special Terms and Conditions (Federal) Notwithstanding provisions 3, 4, 6, 12, 13, 17, 22, 23, 27, and 30 which do not apply to this Agreement.	25 Pages
Exhibit E – Non-Supplantation Certification Form	01 Page

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

CONTRACTOR	
CONRACTOR'S NAME County of Inyo	
BY *(Authorized Signature)*	DATE SIGNED (Do not type -signor must date)
PRINTED NAME AND TITLE OF PERSON SIGNING Jean Turner, Director of Health and Human Services	
ADDRESS 163 May Street, Bishop, California 93514	
STATE OF CALIFORNIA	
AGENCY NAME California Department of Public Health	
BY *(Authorized Signature)*	DATE SIGNED
ADDRESS 1615 Capitol Avenue, MS 7002, P.O. Box 997377, Sacramento, CA 95899-7377	

EXHIBIT A

2012-13 Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) and Hospital Preparedness Program (HPP) Funding

Scope of Work

1. Service Overview

This Agreement is entered into between the California Department of Public Health, hereinafter referred to as "CDPH" and the County of Inyo, hereinafter referred to as the "LHD" and/or "Local HPP Entity". LHD and/or Local HPP Entity agrees to provide to CDPH the services described herein.

Activities must be in accordance with the 2012-13 Application Guidance for Local Health Departments and Local Hospital Preparedness Program Entities for the following funding sources: PHEP, HPP, and GF Pan Flu.

2. Service Location

The services shall be performed at applicable facilities in the County of Inyo.

3. Service Hours

The services shall be provided during normal LHD and/or Local HPP Entity working hours and days, as well as other hours and days the LHD deems appropriate.

4. Project Representatives

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

California Department of Public Health	**County of Inyo**
EPO Project Officer Stacy Sher Telephone: (916) 346-0765 Fax: (916) 650-6420 Email: Stacy.Sher@cdph.ca.gov	Tamara Cohn Telephone: (760) 873-7868 Fax: (760) 873-7800 Email: tcohn@inyocounty.us

B. Direct all inquiries to:

California Department of Public Health	**County of Inyo**
Emergency Preparedness Office Attention: Local Management Unit MS 7002 P.O. Box 997377 Sacramento, CA 95899-7377 Telephone: (916) 650-6416 Fax: (916) 650-6420	Health & Human Services/Public Health 207A West South Street Bishop, CA 93514 Telephone: (760) 873-7868 Fax: (760) 873-7800

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.

5. Services to be Performed

LHD and/or Local HPP Entity shall perform services as outlined in accordance with the PHEP, GF Pan Flu and HPP Cooperative Agreement Application, Work Plans, and Budgets.

6. Allowable Informal Scope of Work Changes

A. The LHD and/or Local HPP Entity or CDPH may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work (SOW), provided such changes do not alter the overall goals and basic purpose of the agreement.

B. Informal SOW changes may include the substitution of specified activities or tasks, alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.

C. Informal SOW changes processed hereunder shall not require a formal agreement amendment, provided the LHD's and/or Local HPP Entity's annual budget does not increase or decrease as a result of the informal SOW change.

D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by CDPH.

E. In implementing this provision, CDPH will provide a format for the LHD's and/or Local HPP Entity's use to request informal SOW changes.

7. Reporting Requirements

A. Semi-annual written progress reports and expenditure reports must be submitted according to the schedule shown below. The purpose of the progress reports and expenditure reports is to document activities and expenditure of funds.

	PERIOD COVERED	DUE DATE
Midyear:	July 1, 2012 - December 31, 2012	January 31, 2013
Year-End:	July 1, 2012 – June 30, 2013	September 1, 2013

B. Each progress report shall include, but not be limited to, data and information required by statute and information needed to satisfy federal reporting and CDPH monitoring requirements. The reports shall be submitted in accordance with procedures and a format required by CDPH.

8. Expenditure and Program Requirements

A. In accordance with the LHD and/or Local HPP Entity signed Certification Against Supplanting (Exhibit E), funds shall not be used to supplant funding for existing levels of services and will only be used for the purposes designated herein.

B. In executing this Agreement, the LHD and/or Local HPP Entity assures that it will comply with the LHD and/or Local HPP Entity Comprehensive Agreement Application, Work Plans and Budget approved by CDPH.

C. Funds made available are limited to activities approved in the Work Plans and Budgets. Any changes to the Work Plans or Budgets need prior approval from CDPH before implementing. Any contracts or subcontracts needing approval from Project Officer must be submitted prior to spending those funds.

EXHIBIT B

2012-13 Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) and Hospital Preparedness Program (HPP) Funding

Budget Detail and Payment Provisions

1. Payment Provisions

A. CDPH will make payments to the LHD and/or Local HPP Entity as authorized in State statute and in accordance with the annual expenditure authority granted to CDPH in the California Budget Act. Upon receipt of the signed Comprehensive Agreement, payments shall be made in accordance with Exhibit B, Attachment 1. Payment beyond the first quarter shall be contingent the approval by CDPH of the LHD's and/or Local HPP Entity's Application, Work Plan, and Budget and satisfactory progress in implementing the provisions of the Work Plan, as determined by CDPH. Final payment is contingent upon CDPH receiving acceptable progress and expenditure reports submitted in accordance with timelines, formats and specifications to be provided by CDPH. ***Note***: Both HPP and the GF Pan Flu require submission of invoice forms to be reimbursed.

B. Reconciliation with the payments shall be through a semi-annual expenditure report and an annual reconciliation report. These reports shall be submitted in accordance with timelines, formats and specifications to be provided by CDPH. Expenditure reports and annual reconciliation reports should be sent to:

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

C. Under this agreement, LHD and/or Local HPP Entity shall deposit all federal funds received from CDPH into a Trust Fund established solely for the purposes of implementing the activities described in the LHD and/or Local HPP Entity approved Work Plan, Budget and Agreement before transferring or expending the funds for any of the uses allowed. Each organization shall establish a separate Trust Fund. A single organization administrating PHEP and HPP shall establish a single Trust Fund divided into subaccounts for PHEP and HPP funds.

D. The interest earned on moneys in the Trust Fund shall accrue to the benefit of the Trust Fund and shall be expended for the same purposes as other moneys in the Trust Fund.

E. Any refunds, rebates, credits, or other amounts in the Trust Fund shall accrue to the benefit of the Trust Fund and shall be expended for the same purposes as other moneys in the Trust Fund.

F. The LHD and/or Local HPP Entity is required to submit certified Trust Fund reports. These reports must be certified by the County/City Auditor Controller's or other authorized signature, verifying the accuracy and availability funds and the existence of supporting documentation for the State's or the federal government's review.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act and/or other State statute 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, CDPH shall have no liability to pay any funds whatsoever to LHD and/or Local HPP Entity or to furnish any other considerations under this Agreement and LHD and/or Local HPP Entity shall not be obligated to perform any provisions of this Agreement except as to periods for which funding has been provided.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDPH shall have the option to either cancel this Agreement with no liability occurring to CDPH, or offer an Agreement amendment to LHD and/or Local HPP Entity to reflect the reduced amount.

3. Amounts Payable

A. The amount payable under this Agreement shall not exceed:
1. $110,483, PHEP Base Allocation.
2. $0, Laboratory Allocation.
3. $0, Cities Readiness Initiative Allocation.
4. $133,679, HPP Allocation.
5. $60,639, GF Pan Flu Allocation.

4. Redirection of Funds

Any redirection of funds requires prior approval by CDPH.

5. Federal Cooperative Agreement 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. The Agreement is valid and enforceable only if sufficient funds are made available to CDPH 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 Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

6. Accountability Requirements

A. CDPH may recoup funds that are not spent for allowable purposes as specified in State statute and determined by CDPH. CDPH will notify the LHD and/or Local HPP Entity prior to recouping such funds.

B. CDPH may withhold payments if the LHD and/or Local HPP Entity is not in compliance with the terms and conditions of this Agreement or the approved local funding Application, Work Plans and Budgets. CDPH may withhold payments if the LHD and/or Local HPP Entity cannot demonstrate progress toward protecting the jurisdiction from the threat of a bioterrorist attack, infectious disease outbreak or other public health threat or emergency as described in its progress and expenditure reports. CDPH may withhold or reduce payments if the LHD's and/or Local HPP Entity's expenditure reports indicate that quarterly payments remain unspent. CDPH will notify local health officials prior to withholding or reducing such payments.

C. The LHD and/or Local HPP Entity shall return unexpended funds unless carryover of such funds is approved by CDPH and PHEP or the HPP grant period is extended.

D. The LHD and/or Local HPP Entity shall maintain supporting documentation that substantiates all expenditure reports for a minimum of seven years.

E. Once every three years LHDs and/or Local HPP Entities are subject to an audit by CDPH. The audit will consist of the review of financial records to ensure the existence of proper documentation and the propriety of claims submitted to the State for reimbursement. Such review will include substantive testing:

- To determine that recorded and reported program funds awarded are expended in accordance with terms of the grant Agreement with CDPH;
- To determine that payments are for actual costs and reflect amounts billed to the State;
- To determine that payments are for services rendered;
- To determine that grant funds did not supplant existing levels of State and local funding for this program.

7. Unobligated Balances

At any time during the term of this Agreement, CDPH may request the LHD and/or Local HPP Entity's to identify unobligated funds. The presentation of this information shall be in a manner prescribed by CDPH to include identification of unobligated funds.

8. Terms of Agreement

A. **PHEP:** This Agreement provides the local funding award for the PHEP federal cooperative Agreement Budget period July 1, 2012 through June 30, 2013. All services must be rendered by and purchases encumbered by June 30, 2013, unless the grant is extended. Funds allocated under this Agreement must be liquidated by August 30, 2013.

B. **GF Pan Flu:** This Agreement provides the local funding award for the GF Pan Flu cooperative Agreement Budget period July 1, 2012 through June 30, 2013. All services must be rendered by and purchases encumbered by June 30, 2013. Funds allocated under this Agreement must be liquidated by June 30, 2015. In order for CDPH to liquidate funds by June 30, 2015, a final invoice must be received by CDPH on or before May 1, 2015.

C. **HPP:** This Agreement provides the local funding award for the HPP federal cooperative Agreement Budget period July 1, 2012 through June 30, 2013. All services must be rendered by and purchases encumbered by June 30, 2013, unless grant is extended. Funds allocated under this Agreement must be liquidated by August 30, 2013.

Exhibit B, Attachment 1 Criteria for Payments
2012-13 Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) and Hospital Preparedness Program (HPP) Funding
2012-13 Agreement

		PHEP and Cities Readiness Initiative (CRI)	Reference Lab Allocations ($217,740 total to each Reference Lab)	HPP	GF Pan Flu
1st Payment	Criteria	CDPH must receive the following signed Comprehensive Agreement documents: • Signed Agreement Page • Non Supplantation Certification Form • Certification Regarding Lobbying • Submission of Work Plan • Submission of Budget	CDPH must receive the following signed Comprehensive Agreement documents: • Signed Agreement Page • Non Supplantation Certification Form • Certification Regarding Lobbying • Submission of Work Plan • Submission of Budget	CDPH must receive the following signed Comprehensive Agreement documents: • Signed Agreement Page • Non Supplantation Certification Form • Certification Regarding Lobbying • Five Letters of Support (Refer to the 2012-13 Application Guidance) • Submission of Work Plan • Submission of Budget	CDPH must receive the following signed Comprehensive Agreement documents: • Signed Agreement Page • Non Supplantation Certification Form • Certification Regarding Lobbying • Submission of Work Plan • Submission of Budget
	Payment	25% of PHEP and/or CRI Allocation	25% of Lab Allocation	25% of HPP Allocation	25% of GF Pan Flu Allocation
2nd Payment	Criteria	• 1st Payment Criteria must be met • Work plan and Budget must be approved • All required application documents must be submitted	• 1st Payment Criteria must be met • Work plan and Budget must be approved • All required application documents must be submitted	• 1st Payment Criteria must be met • HPP Work Plan and HPP Budget must be approved • An invoice with actual HPP expenditures above the 25% advance amount must be submitted to CDPH • All required application documents must be submitted	• 1st Payment Criteria must be met • PHEP Work Plan and Budget must be approved • An invoice with actual GF Pan Flu expenditures above the 25% advance amount must be submitted to CDPH • All required application documents must be submitted
	Payment	25% of PHEP and/or CRI Allocation	25% of Lab Allocation	CDPH will pay the Local HPP Entity for actual expenditures above the 25% advance (i.e. - if a local entity submits and invoice for 35%, CDPH will pay them 10% because the Local Entity already received 25%). All contracts or subcontracts above $5k must be approved by CDPH prior to spending funds or seeking reimbursement.	CDPH will pay the LHD for actual expenditures (above the 1st payment)
3rd Payment	Criteria	• 1st & 2nd Payment Criteria must be met • Prior year-end progress report must be submitted	• 1st & 2nd Payment Criteria must be met • Prior year-end progress report must be submitted	• 1st & 2nd Payment Criteria must be met • Prior year-end progress report must be submitted • An invoice with actual HPP expenditures must be submitted to CDPH	• 1st & 2nd Payment Criteria must be met • Prior year-end progress report must be submitted • An invoice with actual GF Pan Flu expenditures must be submitted to CDPH
	Payment	25% of PHEP and/or CRI Allocation	25% of Lab Allocation	CDPH will pay the Local HPP Entity for actual expenditures (above the 2nd payment). All contracts or subcontracts above $5k must be approved by CDPH prior to spending funds or seeking reimbursement.	CDPH will pay the LHD for actual expenditures (above the 2nd payment)
Final Payment	Criteria	• 1st, 2nd & 3rd Payment Criteria must be met • Current mid-year progress report must be submitted	• 1st, 2nd & 3rd Payment Criteria must be met • Current mid-year progress report must be submitted	• 1st, 2nd & 3rd Payment Criteria must be met • Current mid-year progress report must be submitted • An invoice with actual HPP expenditures must be submitted to CDPH	• 1st, 2nd & 3rd Payment Criteria must be met • Current mid-year progress report must be submitted • An invoice with actual GF Pan Flu expenditures must be submitted to CDPH
	Payment	25% of PHEP and/or CRI Allocation	25% of Lab Allocation or remaining balance	CDPH will pay the Local HPP Entity for actual expenditures (above the 3rd payment). All contracts or subcontracts above $5k must be approved by CDPH prior to spending funds or seeking reimbursement.	CDPH will pay the LHD for actual expenditures (above the 3rd payment)

EXHIBIT C

2012-13 Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) and Hospital Preparedness Program (HPP) Funding

Additional Provisions

1. Additional Incorporated Exhibits

The following documents and any subsequent updates 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 LHD and/or Local HPP Entity with copies of said documents and any periodic updates thereto under separate cover.

A. 2012-13 Federal Funding Opportunity Announcement for the Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Cooperative Agreements.
B. CDPH Local Application Guidance to LHDs and/or Local HPP Entities for PHEP, GF Pan Flu, and/or HPP Program Funds.
C. LHD's and/or Local HPP Entity's Public Health Emergency Preparedness Comprehensive Agreement Application, Work Plans, and Budgets and all attachments (refer to the CDPH Guidance to LHDs and/or Local HPP Entities for all attachments).

2. Contract Amendments

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

3. Cancellation / Termination

A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

B. Upon receipt of a notice of termination or cancellation from CDPH, LHD and/or Local HPP Entity shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

C. LHD and/or Local HPP Entity shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to LHD and/or Local HPP Entity. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, LHD and/or Local HPP Entity shall be entitled to compensation for services performed satisfactorily under this Agreement and expenses incurred up to the date of cancellation and any non-cancellable obligations incurred in support of this Agreement.

4. Dispute Resolution Process

A. This provision supplements provision 15 of Exhibit D(F).

B. CDPH may recoup from a LHD and/or Local HPP Entity any funds allocated pursuant to this article that are unspent or that are not expended for purposes specified in subdivision (d).

C. CDPH may also recoup funds expended by the LHD and/or Local HPP Entity in violation of subdivision (d) of Section 101315 of the California Health and Safety Code.

D. CDPH may withhold quarterly payments of funds to a LHD and/or Local HPP Entity if the LHD and/or Local HPP Entity is not in compliance with this article or the terms of that LHD's and/or Local HPP Entity's work plans as approved by CDPH.

E. Before any funds are recouped or withheld from a LHD and/or Local HPP Entity, CDPH shall discuss with local health officials or Local HPP Entities the status of the unspent moneys or the disputed use of the funds, or both.

5. Financial and Compliance Audit Requirements

A. Paragraph d of provision 16 in Exhibit D(F) is amended to read as follows:

d. 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. The LHD/Local HPP Entity shall keep a copy of the audit report on file and have it available for review by CDPH or auditors upon request.

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

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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 exceeding $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, Subchapter 2.5, commencing with Section 251, 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

2012-13 Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) and Hospital Preparedness Program (HPP) Funding

NON-SUPPLANTATION CERTIFICATION FORM

Inyo County Health and Human Services/Public Health
(City/County Name of Local Health Department and/or Local HPP Entity)

I hereby certify that the above-named Local Health Department (LHD) and/or Local HPP Entity shall not use funds allocated by the California Department of Public Health (CDPH) to supplant funding for existing levels of service and that funds shall only be used for the purposes specified in the Fiscal Year (FY) 2012-2013 PHEP, GF Pan Flu, and HPP Funding Agreement as approved by the CDPH.

I further certify that funds received shall be deposited in an interest-bearing Local Public Health Preparedness Trust Fund as per the Health and Safety Code, Section 101317 and expended only for the purposes stated in the LHDs and/or Local HPP Entity's Grant Application Work Plan and Budget, as approved by the CDPH.

Chairperson, Board of Supervisors, Mayor of a City or designee:

Signature:
Printed Name: Jean Turner
Title: Director of Health and Human Services
Phone: 760-873-3305
Date:

Please return the original signed certification with your FY 2012-2013 PHEP, GF Pan Flu and HPP Funding Agreement Funding Agreement to:

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

For Clerk's Use Only:
AGENDA NUMBER

10

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 - Social Services

FOR THE BOARD MEETING OF: September 11, 2012

SUBJECT: Contract with Inyo County Superintendent of Schools for Stage I CalWORKS Child Care Services.

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify the contract between the County of Inyo and the Inyo County Superintendent of Schools for the provision of Stage I Child Care Services, in an amount not to exceed $125,000.00, for the period of July 1, 2012, through June 30, 2013, contingent upon the Board's adoption of FY 2012/2013, budget, and authorize Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This agreement is coming before you late as, since January staff have been waiting for State clarity on the CalWORKS child care allocation that has been in discussion for months. We finally initiated the contract in June and received the contract back from the office of the Superintendent of Schools on July 27, 2012.

The County of Inyo has successfully contracted with the Inyo County Superintendent of Schools for the services provided through Child Care Connection for over fifteen years. The Contractor takes referrals for child care on behalf of parents who are participating in CalWORKs, assists in finding child care if needed, helps develop high quality child care, and pays the authorized provider. This program also assists newly employed parents to keep their child care relationship as long as they are eligible, and then move them to other funding sources as possible. We wish to continue this contract relationship for the 2012/2013 year.

ALTERNATIVES:

Your Board could decline to support this contract, which would mandate that services be provided within the Health and Human Services department. We do not have sufficient staff to add these tasks and would need to hire two persons to duplicate the services being provided at Child Care Connection. We would lose the easy integration of funding sources for Child Care Connection for persons using childcare who have increased their earned income.

OTHER AGENCY INVOLVEMENT:

The Child Care Planning Council advises the Contractor and the County about current programs and needs.

FINANCING:

The funding allocation is 100% State and Federal funds. This contract is budgeted in Social Services (055800) in Professional Services (5265). 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 Date: 8/14/2012
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: 8/22/12
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: 8/29/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 8-30-12

AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools
FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Stage 1 Child Care services of Inyo Co Superintendent of Schools of Independence, CA (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 Jean Turner, whose title is: HHS 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 July 1, 2012 to June 30, 2013 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 $125,000.00 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
Health & Human Services — Department
Drawer A — Street
Independence, CA 93526 — City and State

Contractor:
Inyo County Superintendent of Schools — Name
Drawer G — Street
Independence, CA 93526 — 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.

//// ////

AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools
FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Dan Munis
Print or Type

Dated: 7/10/12

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 Inyo County Superintendent of Schools
FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

SCOPE OF WORK:

The Inyo County Superintendent of Schools (ICSOS) shall provide the following childcare services for the consideration set forth in Attachment B:

1. Fulfill all requirements for the provision of Child Care as set forth in AB 1542 (stats.1997, c.270) and SB-70 and added to the Education Code as Title I, Division I, Part 6, Chapter 2, Article 15.5 (commencing with section 8350, and such guidelines and regulations as set forth in California Code of Regulations, Title 5, Division I, Chapters 19 and 19.5, DSS ACL 97-73 and ACL 11-38, and hereby incorporated in to this agreement by reference, except those duties specifically assigned to the local Health & Human Services (HHS) Department in this agreement.

2. Accept referrals for child care from HHS on a daily basis and provide services to families in an expedited manner. HHS and ICSOS will agree on a mutually acceptable process for the assurance of eligibility of clients for both services and hours.

3. Designated staff from both agencies shall set up regular meetings to evaluate process and procedures and assure the best service possible to families. These meetings will include mutual education concerning the two agencies.

4. ICSOS and the County will work together to recruit licensed child care providers and to encourage quality improvement in license-exempt child care arrangements.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools
FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

SCHEDULE OF FEES:

1. COUNTY will pay direct costs of the child care services provided. These costs must be invoiced for all children enrolled in the Stage 1 Child Care Program and be based upon the services listed in the Scope of Work.

2. COUNTY will pay Administrative/Indirect Costs, which must not be more than 15% of the actual invoiced costs.

3. Notwithstanding Paragraph 3.E. Invoices will be billed quarterly on or before the following dates:

    - October 15, 2012
    - January 15, 2013
    - April 15, 2013
    - July 15, 2013

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools
FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

Form W-9

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

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools
FOR THE PROVISION OF Stage 1 Child Care **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1

Insurance Requirements for Most Contracts

(Not for Professional Services or Construction Contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

If the contractor 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 CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary 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 Contractor's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor 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 Contractor to purchase coverage with a lower deductible or retention or 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.

Verification of Coverage

Contractor 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 Contractor'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.

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.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER 11

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Schedule time for ☐ Closed Session ☐ Informational

FROM: Road Department

FOR THE BOARD MEETING OF: September 11, 2012

SUBJECT: Award of Contract for the Purchase of Plant Mixed, Asphalt Products to Granite Construction Company.

DEPARTMENTAL RECOMMENDATIONS:

(1) Request Board award the contract for the purchase of Plant Mixed, Asphalt Products, to Granite Construction Company, in an amount not to exceed $980,570.00 (sales tax included) for the period from September 10, 2012 to December 31, 2012, contingent on adoption of future budgets; and authorize the chair to sign the contract contingent on obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Annually the Road Department obtains bids from local suppliers for plant-mixed asphalt surfacing materials for road maintenance and repairs. The bids were opened on August 28, 2012 and only one bid was received:

Granite Construction Company	$980,570.00

For bidding purposes, the Road Department estimated that approximately 2,500 tons of asphalt materials may be needed this fall. Most of the work will be on the remaining Prop 1B projects, including Coso, Poleta and Schober Roads. The FY 2012/2013 Requested Road Budget has appropriated $1,820,565 for materials, which includes plant-mixed asphalt materials. Since the Requested Budget includes funds that are available for these materials, the Road Department is recommending that the contract be awarded to Granite Construction Company for an amount not-to-exceed $980,570.00.

ALTERNATIVES:

(1) The Board could choose not to award the contract. This is not recommended, since the materials are needed to perform necessary road maintenance, including the remaining Prop 1B projects, that are expected to be completed by June 30, 2013. If the contract is not awarded, the Road Department would need to readvertise the Bid Package and maintenance activities would likely be delayed.

(2) The board could choose to award the contract for a lesser amount. This is not recommended, since the cost of materials is likely to increase and the requested contract amount maximizes the amount of materials that may be purchased at the current price.

OTHER AGENCY INVOLVEMENT:

County Counsel for review of the bids and approval of the Contract.
Auditor's Office for approval of the Contract and payment of invoices.
Risk Manager for approval of the Contract.

FINANCING:
The funding for Plant-Mixed Asphalt Materials is included in the Road Department Budget, Budget Unit 034600, Object Code 5309 Road Material.

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 9.5.12
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 9/6/12
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) FOR DOUG WILSON Date: 9/6/12

BID PROPOSAL FORM

TO: COUNTY OF INYO
Department of Public Works / Road Department
168 N. Edwards
Independence, CA 93526
(Herein called "County")

FROM: Granite Construction Company

PO BOX 50085

Watsonville, CA 95077-5085

(Herein called "Bidder")

FOR PLANT MIXED SC3000 OR PG 64-24 ASPHALT SURFACING MATERIAL

In submitting this Bid, it is understood that:

1. BID DEADLINE:

Bids must be received no later than 3:30 p.m., Wednesday, August29, 2012, by the Clerk of the Board of Supervisors, 224 N. Edwards Street, P.O. Drawer N, Independence, California, 93526 at which time they will be publicly opened and read.

2. INCLUSION OF ALL COSTS:

This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the PLANT MIXED SC3000 or PG 64-24 ASPHALT SURFACING MATERIAL, including Attachments A and B hereto.

3. CONTRACT DOCUMENTS:

The Notice Inviting Bids, the Bid Proposal Form, and the Agreement for the Provision of Plant Mixed SC3000 or PG 64-24 Asphalt Surfacing Material, County of Inyo Standard Contract No. 116, including any documents incorporated therein, are referred to collectively as the Contract Documents and shall constitute the Contract between the parties which will come into full force and effect upon acceptance, approval and execution by the Inyo County Board of Supervisors. The Contract Documents are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein.

4. ACCEPTANCE:

The County reserves the right to reject any and all Bids. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date set for its opening, and shall remain open and valid thereafter until it is withdrawn by Bidder. The Bidder will execute and deliver the Agreement for the Provision of Plant Mixed SC3000 or PG 64-24 Asphalt Surfacing Material, County of Inyo Standard Contract No. 116, any certificates and/or other required proof of insurance, and other required documents, to the County no later than fifteen (15) days after receipt of notification of award of that Agreement.

Failure to bid all items on the Schedule of Fees, Attachment B, will render the Bid insufficient and subject the same to being rejected.

No Bid will be accepted wherein the price quoted is specified as a posted price with an escalator clause "UP" whether or not such escalator clause has a "TOP" or maximum limit to which the price may advance.

The Contractor will be allowed no claim for anticipated profits, loss of profits or for any damages of any sort because of any differences between the estimated amounts set forth in the Bid package and any actual amount of material ordered during the course of the Contract.

5. BID PRICE AND TOTAL

The specific Bid Prices for the materials and services are set forth in the accompanying Attachment B, Schedule of Fees, as required pursuant to the Agreement for the Provision of Plant Mixed SC3000 or PG 64-24 equivalent Asphalt Surfacing Material, County of Inyo Standard Contract No. 116, all of which are collectively incorporated therein by this reference, and provide the basis for the following total Bid amounts:

BID TOTAL (Plant Mixed SC3000 or PG 64-24 Asphalt Surfacing Materials) IN NUMBERS: $ 980,570.00

BID TOTAL (Plant Mixed SC3000 or PG 64-24 Asphalt Surfacing Materials) IN WORDS: NINE HUNDRED EIGHTY THOUSAND FIVE HUNDRED SEVENTY DOLLARS AND NO CENTS

This Bid was received on 8-29, 20__ at 3:20 p.m.
ATTEST: Kevin D. Carunchio
County Administrative Officer and Clerk of the Board
Inyo County, California
By T. Gunsolley
Assistant

ATTACHMENT A

Agreement Between County of Inyo and

_____

For the Provision of Plant Mixed SC3000 or PG 64-24 Asphalt Surfacing Materials

Term:

From: September 10, 2012 To December 31, 2012

Scope of Work:

As set forth in Attachment A to County of Inyo Road Department Bid Proposal form for the Provision of Plant-Mixed SC3000 or PG 64-24 Asphalt Surfacing Material, entitled "Scope of Work / Specifications" and incorporated herein by reference.

ATTACHMENT B

SCHEDULE OF FEES

PLANT MIXED SC3000 OR PG 64-24 ASPHALT SURFACING MATERIAL

BID

Aggregate shall conform to the 2006 Standard Specifications, State of California, Department of Transportation, for type B Medium Asphalt Concrete 1/2" maximum. The choice of maximum aggregate size will be at the discretion of the County.

Liquid asphalt binder will be SC3000 or PG 64-24 and shall conform to the requirements of the 2006, State of California, Department of Transportation, Standard Specifications. The choice of liquid asphalt binder will be at the discretion of the County.

Prices will be F.O.B. asphalt plant.

For bid evaluation purposes, an amount of ten cents ($.10) per ton will be added by the County to the price per ton, for each mile from the asphalt plant to the project. General projects are located in Bishop, Big Pine, Independence, and Lone Pine, CA.

The amounts set forth below in this Schedule of Fees are prices for the listed products to be provided to the County of Inyo by Bidder in accordance with the specifications of Attachment A and the other contract documents:

	Estimated Quantity	Price Per Ton	Sales Tax 7.75%	TOTAL
Plant Mixed SC3000 Asphalt Surfacing Material 1/2" Maximum Aggregate	1000 tons	$100.00	+ $7.75	= $107.75
Plant Mixed PG 64-24 Performance Graded 1/2" Maximum Aggregate	9000 tons	$90.00	+ $6.98	= $96.98

Address or location of asphalt plant FIVE BRIDGES ROAD, BISHOP, CA 93514

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
10

Consent XX Departmental ☐Correspondence Action ☐ Public Hearing

Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator

FOR THE BOARD MEETING OF September 11, 2012

SUBJECT: Contract Amendment #3 between County of Inyo and Willdan Engineering

DEPARTMENTAL RECOMMENDATION:

Request Board approve amendment #3 to the contract between the County of Inyo and Willdan Engineering for the provision of professional engineering and management services as the Acting Director of Public Works, increasing the contract amount by $200,000 to $689,000 and authorize the Chairperson to sign, contingent on the adoption of the 2012-2013 Board Approved budget.

SUMMARY DISCUSSION:

This amendment increases the contract limit by $200,000. This amount should be sufficient to cover all costs through the term of the contract, March 31, 2013. Once the County hires a permanent Public Works Director, the agreement with Willdan can be cancelled upon 30 days written notice.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

County Counsel, Personnel

FINANCING:

The money is budgeted in the FY 12/13 Personnel 010800 Budget. This action is contingent upon final adoption of the FY 12/13 County 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.)* R. Walker Approved: ✓ Date 9.5.12
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 9/5/12
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 9/5/12

DEPARTMENTHEADSIGNATURE: _____ Date: _____

(The Original plus 20 copies of this document are required)

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Willdan Engineering,Eng/Mgnt Svs. as Acting Director of Public Works
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Willdan Enginerring, of Fresno, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated January 10, 2010, on County of Inyo Standard Contract No. 118, for the term from January 10, 2011 to June 30, ~~2011~~ 2013.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

County and Contractor hereby amend such Agreement as follows:

The first sentence of Section 3D of the Contract is replaced by the following: The total sum of all payments made by the County to Contract for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed $689,000 , (hereinafter referred to as "contract limits").

The effective date of this Amendment to the Agreement is September 4, 2012.

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

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Willdan Engineering, Eng/Mgnt Svs, as Acting Director of Public Works
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: William C Pagett
Signature

William C Pagett
Type or Print

Dated: 8/27/12

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Lisa L. Chapman
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

M Baker/WSC
County Risk Manager

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
13

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Leslie L. Chapman, Auditor-Controller

FOR THE BOARD MEETING OF: Sept 11, 2012

SUBJECT: Contract for Audit Services

DEPARTMENTAL RECOMMENDATION:

Request that your Board declare Gallina LLP CPAs as a sole-source provider and approve the contract between the County of Inyo and Gallina LLP CPAs for the provision of audit services for the County for the fiscal years ended(ing) June 30, 2013, 2014, 2015 (Contract term from July 1, 2012, through June 30, 2015). For an amount not-to-exceed $239,100 and authorize the chairperson to sign, contingent upon the adoption of future budgets and obtaining the appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

California Government Code Sections 25250, 25253, and 27134 address the audit requirements for the County. Section 25250 states that the Board of Supervisors shall audit, or cause to be audited, the financial records of the County. It also allows the Board to employ the services of an independent certified public accountant to perform an examination of financial statements in accordance with generally accepted auditing standards. Section 25253 requires the publication of the financial report, and section 27134 requires an audit of the Treasury. Additionally, audits are required for all Federal funds (OMB Circular 133).

The volume and complexity of new accounting and auditing standards make it increasingly difficult to find auditors qualified to perform the required services in an efficient and accurate manner. Additionally, fewer audit firms are performing government audits for these same reasons. In accordance with the "Inyo County Purchasing and Contracting Policy and Procedures Manual," page 14, Section I(b), Gallina LLC CPAs has the prior experience of a highly specialized nature that is vital to the proposed efforts. Additionally, Gallina LLC CPAs has a substantial investment that would have to be duplicated at the County's expense by another contractor entering this field. As such, sole sourcing this contract appears to be justified.

On a side note, after the upgrade of the County's financial system, the Auditor's office was able to produce and implement its own financial schedules in a format that can be easily audited and compiled by the auditors. By doing so, the Auditor's office was able to save approximately $5,000 to $5,400.

ALTERNATIVES:

The Board does have other options under the government code, but giving Gallina's reputation and experience they are not recommended.

OTHER AGENCY INVOLVEMENT:

County Council has reviewed and approved the proposed contract.

FINANCING:

The FY 2012-2013 Auditor-Controller Requested Budget includes an appropriation of $66,300 which includes the County-wide audit, the Single Audit of Federal Funds, and the GANN Limit audit. LAFCO, LTC, and Treasurer-Tax Collector have sufficient appropriations in their FY 2012-2013 Requested Budget. The price for the Treasury audit is $3,700 and will be included in the Treasurer's fee and allocated by all Treasury Pool participants.

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 8/31/12
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 9/4/12
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) Leslie L. Chapman Date: 9/4/12

AGREEMENT BETWEEN COUNTY OF INYO

AND Gallina, LLP

FOR THE PROVISION OF Auditing Services **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Auditing services of Gallina, LLP of Roseville, CA (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 Leslie L. Chapman, whose title is: Auditor-Controller. 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 July 1, 2012 to June 30, 2015 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 Two hundred thirty-nine thousand and one hundred-- 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 all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other 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
Auditor-Controller — Department
PO Drawer R — Street
Independence, CA 93526 — City and State

Contractor:
Gallina, LLP — Name
925 Highland Point Drive — Street
Roseville, CA 95678-5418 — 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 Gallina, LLP

FOR THE PROVISION OF Auditing Service **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 Name

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 Gallina, LLP

FOR THE PROVISION OF Auditing Services **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2015

SCOPE OF WORK:

The letter confirming the understanding of services from Gallina LLC, to Leslie L. Chapman Auditor Controller attached hereto is incorporated by reference, but terms contained in this letter, if any, which are inconsistent with provisions of this contract will not be binding over terms of this contract as otherwise set forth.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Gallina LLP

FOR THE PROVISION OF Auditing **SERVICES**

TERM:

FROM: 07/01/2012 **TO:** June 15, 2015

SCHEDULE OF FEES:

See letter confirming service Gallina LLP to Leslie L. Chapman, Auditor Controller.

GALLINA LLP
CERTIFIED PUBLIC ACCOUNTANTS

August 6, 2012

RECEIVED
2012 AUG -9 AM 11:36
INYO COUNTY
AUDITOR-CONTROLLER

Leslie Chapman
Auditor-Controller
County of Inyo
168 North Edwards Street
P.O. Drawer R
Independence, CA 95326

Dear Leslie:

We are pleased to confirm our understanding of the services we are to provide County of Inyo for the year ending June 30, 2012. We will audit the financial statements of the governmental activities, the business type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of County of Inyo as of and for the year ended June 30, 2012. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement County of Inyo's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to County of Inyo's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Schedule of funding progress

925 Highland Pointe Drive, Suite 450 ▪ Roseville, CA 95678-5418
tel: 916.784.7800 ▪ fax: 916.784.7850 ▪ www.gallina.com

We have also been engaged to report on supplementary information other than RSI that accompanies the County of Inyo's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

1. Schedule of expenditures of federal awards
2. Combining and individual fund statements

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on –

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the

Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified (unmodified), we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will prepare the trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information into a working trial balance based on management's chart of accounts. We will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedules of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County of Inyo and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the

financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulations, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or

studies. You are also responsible for providing management's view on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements

and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design or operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County of Inyo's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County of Inyo's major programs. The purpose of these procedures will be to express an opinion on the County of Inyo's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your

information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.
The County of Inyo is responsible for providing us with information to determine major federal award programs at least four weeks prior to field work. Sometimes a major program that should have been audited was not because this information was not provided timely as requested or the information provided was not accurate. If for some reason this should occur, GALLINA LLP and the County of Inyo will mutually revise the fee to include the additional time and costs needed to audit the missed program.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

At the conclusion of the engagement, we will provide bound copies, unbound copies and electronic copies in portable document format (PDF) of all reports in the quantities you have designated. However, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of GALLINA LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State Controller's Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of GALLINA LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The parties agree that any controversy or claim arising out of or relating to the services provided pursuant to this engagement letter agreement shall be determined by arbitration in accordance with the applicable Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association; and judgment on the award rendered by the arbitrator(s) may be rendered in any court of competent jurisdiction.

We expect to begin the FY 2011-2012 audit on approximately October 8, 2012. Elba Zuniga is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be as follows:

Task	2012	2013	2014
Audit and compilation of financial statements	$ 48,300	$48,800	$49,300
Schedule of federal award expenditures and major program testing in accordance with Single Audit Act	17,500	18,000	18,500
Appropriations Limit Calculation	500	500	500
Treasury Oversight Committee compliance review	3,700	3,700	3,700
Total	$70,000	$71,000	$72,000

State Transportation grant audits will be conducted at the rate of $1,000 per grant, if needed.

Fees for other proposed services are as follows:

Other Agencies	2012	2013	2014
LAFCO	$2,500	$2,500	$2,500
Local Transportation Commission - financial audit	$6,200	$6,200	$6,200

Separate engagement letters will be required from the other agencies.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2009 peer review accompanies this letter.

We appreciate the opportunity to be of service to County of Inyo and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
GALLINA LLP

M. Elba Zúñiga, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of County of Inyo.

By: _____

Title: _____

Date: _____

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Gallina LLP
FOR THE PROVISION OF Auditing Services **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2015

Form W-9

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

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Gallian LLP
FOR THE PROVISION OF Auditing **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2015

SEE ATTACHED INSURANCE PROVISIONS

206834

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/20/2012

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
John O. Bronson Co. / #0425149
3636 American River Drive Suite 200
Sacramento, CA 95864
916-974-7800

CONTACT NAME: Michelle Robinson
PHONE (A/C, No, Ext): 916-480-4158 FAX (A/C, No): 916-480-4158
E-MAIL ADDRESS: mrobinson@johnobronson.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Fire Insurance of Hartford (CNA, S.F., CA)	
INSURER B: Continental Insurance Co (CNA, San Francisco, CA)	
INSURER C: American Casualty Co of Reading, PA (CNA, S.F.)	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
GALLINA LLP

925 Highland Pointe Dr., Ste. 450
Roseville, CA 95678

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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			4025112054	9/01/12	9/01/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 5,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			4025112068	9/01/12	9/01/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			4025112040	9/01/12	9/01/13	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4020049030	9/01/12	9/01/13	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

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

RE: Accounting Services

Add'l Interests: County of Inyo, County of Inyo LTC

Forms: CG2026 0704

CERTIFICATE HOLDER

COUNTY OF INYO
LESLIE CHAPMAN, AUDITOR-CONTROLLER
PO BOX DRAWER R
INDEPENDENCE, CA 93526

CANCELLATION *30 Day Notice of Cancellation/10 Day for Non-Pay/Non-Rptg*

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

Paul F Bystrowski

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NAMED INSURED: GALLINA LLP
POLICY NUMBER: 4025112054

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
County of Inyo, County of Inyo LTC PO BOX DRAWER R INDEPENDENCE, CA 93526
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

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AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
14

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: HEALTH AND HUMAN SERVICES

FOR THE BOARD MEETING OF: September 11, 2012

SUBJECT: Approve the Mental Health Services Act (MHSA) FY 12/13 Annual Update.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the MHSA 12/13 Plan Update in order to access funds in the areas of Community Services and Supports (CSS), Prevention and Early Intervention (PEI), Capital Facilities Technological Needs (CTFN) and Workforce Education and Training (WET) funds under the approved MHSA Agreement and authorize the Behavioral Health Division Director to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

As required in the Mental Health Services Act, we are providing a 12/13 Update to the CSS and PEI plans, in order to access our CSS and PEI funds. We posted our plan on June 9, 2012 through July 9, 2012 and held a public hearing on July 09, 2012 to conclude our public comment period. Comments made at the public hearing supported the continued use of funds for the wellness centers, access to Progress House and our prevention strategies. There were no significant changes to the CSS or PEI plans again this year as we had completed the 11/12 update process within the last 6 months. We will be completing a new more extensive stakeholder process during the current fiscal year to result in a fully integrated MHSA Plan for FY 13/14. At this time, we are also working on the Innovations component of MHSA and will submit this component for approval by your Board upon completion. This is the final component of MHSA prior to the full integration of the plan. Not only is the MHSA plan to be integrated in terms of components, we also see the MHSA plan as part of our whole continuum of care for Behavioral Health consumers. As such, the wellness centers offer another avenue to access needed services and to meet mental health recovery goals of self-sufficiency, self-determination and participation in the community. This is accomplished both as persons are just beginning to recognize and address their mental illness; and then as they have met goals and are ready to move on from services.

As there is no longer a requirement to send the Plan on to the State for approval, the funds are now deposited into the MHSA trust and then accessed after the Plan process is completed. The Plan continues to be written with local Stakeholder input in accordance with the MHSA component guidelines and requirements. Stakeholder input includes the strong voice of consumers and family members. These funds are dependent on the tax collected on millionaires. We will continue to use the two wellness center sites as a central part of our strategies both as part of ongoing services to persons with severe mental illness and as outreach to persons who are homeless or at risk of hospitalization due to their mental illness. We have had a wellness center site in Bishop providing services now for six years and the wellness center in Lone Pine for about five years. In November we lost the wellness center site at the Elm Tree Trailer Park and relocated on a temporary basis to Clark Street. While we have continued to maintain services there, we have recognized the limitations of the current site and are actively looking to identify a permanent site to meet the needs of the consumers. In

addition to our focus on building consumer's skills in the area of "peer support", we have continued to look for ways to involve our consumers in "giving back" and having a meaningful contribution to the community.

ALTERNATIVES:

Your Board could choose not to approve the MHSA Plan Updates. This would prohibit our use of these funds until an acceptable Plan that met MHSA regulations could be formulated. MHSA funds currently comprise approximately one third of all funds available for mental health services in Inyo.

OTHER AGENCY INVOLVEMENT:

Mental Health is under the umbrella of Behavioral Health, a division of Health and Human Services. The MHSA includes involvement of Stakeholders and partners from all interested agencies involved in mental health issues.

FINANCING:

State MHSA funds. Funds are deposited into the MHSA trust (505306), and budgeted as revenue in the FY 12/13 Mental Health budget (045200). Quarterly expenditures from MHSA are tracked in the Mental Health Budget and transfers then occur from the MHSA Trust into Mental Health to cover those expenditures. 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 Date 8/17/2012
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 8/28/12
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 8/29/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 8-29-12

MHSA FY 2012/13 Annual Update
County Certification

County: INYO COUNTY

County Mental Health Director	Project Lead
Name: Gail Zwier, Ph.D.	Name: Gail Zwier, Ph.D.
Telephone Number: (760) 873-6533	Telephone Number: (760) 873-6533
E-mail: gzwier@inyocounty.us	E-mail: gzwier@inyocounty.us
Mailing Address: 162 J Grove Street, Bishop, CA 93515	

I hereby certify that I am the official responsible for the administration of county mental health services in and for said county and that the county has complied with all pertinent regulations, laws and statutes for this annual update/update. Mental Health Services Act funds are and will be used in compliance with Welfare and Institutions Code section 5891 and Title 9 of the California Code of Regulations section 3410, Non-Supplant.

This annual update has been developed with the participation of stakeholders, in accordance with Title 9 of the California Code of Regulations section 3300, Community Program Planning Process. The draft FY 2012/13 annual update was circulated to representatives of stakeholder interests and any interested party for 30 days for review and comment and a public hearing was held by the local mental health board. All input has been considered with adjustments made, as appropriate.

A.B. 100 (Committee on Budget – 2011) significantly amended the Mental Health Services Act to streamline the approval processes of programs developed. Among other changes, A.B. 100 deleted the requirement that the three year plan be updated annually and approved by the Department of Mental Health after review and comment by the Mental Health Services Oversight and Accountability Commission. In light of this change, the goal of this update is to provide stakeholders with meaningful information about the status of local programs and expenditures.

The costs of any Capital Facilities renovation projects in this annual update are reasonable and consistent with what a prudent buyer would incur.

The information provided for each work plan is true and correct.

All documents in the attached FY 2012/13 annual update are true and correct.

Gail Zwier, Ph.D.

Mental Health Director/Designee (PRINT)	Signature	Date

Exhibit B

MHSA Community Program Planning and Local Review Process

County: INYO COUNTY **30-day Public Comment period dates:** June 9, 2012-July 9, 2012

Date: June 6, 2012 **Date of Public Hearing (Annual update only):** July 9, 2012

Instructions: Utilizing the following format, we will provide a brief description of the Community Program Planning and Local Review Processes that were conducted as part of this annual update/update per Title 9 of the California Code of Regulations, Sections 3300 and 3315.

Community Program Planning

1. *Briefly describe the Community Program Planning (CPP) Process for development of all components included in the FY 2012/13 annual update. Include the methods used to obtain stakeholder input.*

The Community Program Planning (CPP) process for the development of this FY 2012/13 Annual Update builds upon the planning process that we utilized for the development of our original Three-Year Community Services and Supports (CSS) Plan, the original Prevention and Early Intervention (PEI) Plan, and the original Workforce Education and Training (WET) Plan. These planning processes were comprehensive and included the input of over 475 diverse stakeholders through focus groups and surveys. With this information, we were able to determine the unique needs of our community and develop an MHSA program that is well designed for our county. The overall goals of the CSS, PEI, and WET Plans are still valid and provide an excellent guide for maintaining our MHSA services and activities in FY 2012/13.

In preparation of the FY 2012/13 Annual Update, we analyzed data on our CSS and PEI clients, as well as our Full Service Partnership (FSP) clients, to ensure that clients are successfully achieving positive outcomes. Outcome and service utilization data is analyzed and reviewed by the MHSA Leadership Committee to monitor clients' progress over time. This data has helped us to understand service utilization and evaluate client progress, and has been instrumental in our planning process to continually improve services for our consumers and families.

As this Annual Update simply maintains our original MHSA Plans, we did not conduct a new, formal stakeholder planning process. However, we continuously engage consumers and other stakeholders in discussions about the utilization of these funds through our monthly MHSA Leadership/Business Analysis Committee meetings, weekly MHSA consumer meetings at our two Wellness Centers, and at the monthly Mental Health Advisory Board. Our bilingual, bicultural Latino consumer advocates were instrumental in obtaining stakeholder participation. We held regular stakeholder meetings in various regions of the county, including Bishop (north county), Lone Pine (south county), and Death Valley (southeast county). We have identified the southeastern portion of our county as the most isolated portion of the county with the most challenges and barriers to the provision of services. We engaged stakeholders throughout the development of this request. There are also a number of consumers, family members, and other stakeholders who provide ongoing input into our MHSA services and activities.

This Annual Update was developed and approved by the MHSA Leadership/Business Analysis Committee after reviewing data on our current programs (including FSP data and WET activities), analyzing community needs based on ongoing stakeholder input, and determining the most effective way to continue to meet the needs of our unserved/underserved populations.

2. *Identify the stakeholders involved in the Community Program Planning (CPP) Process. (e.g., name, agency affiliation, population represented, age, race/ethnicity, client/family member affiliation, primary language spoken, etc.)*

A number of different stakeholders were involved in the CPP process. Input was obtained from clients who utilize services at the Wellness Centers, including the homeless population. The Wellness Centers are consumer-run programs where adults come together, facilitate classes, attend activities, and have a formal meeting each week. Through these regularly scheduled meetings, we obtained input from clients on ideas for maintaining and enhancing our Wellness Centers in both Bishop and Lone Pine. These meetings are attended in Bishop by consumers including 3-6 consumers who are homeless, 2 consumers who are Hispanic, 2 consumers who are older adults, 2 consumers who are transition age youth and approximately 5 other adult Caucasian consumers. In Lone Pine the stakeholder group consists of 2 persons who are homeless and 3-5 other Caucasian adult consumers.

In addition, we obtained input from members of the MHSA Leadership/Business Analysis Committee, which is comprised of MHSA staff, consumers, the Behavioral Health Director, Health and Human Services fiscal and management staff, program staff in Behavioral Health, Quality Improvement Committee members, and others involved in the delivery of MHSA services. The CPP also included input from child and adult staff meetings in mental health services, the multiple agencies involved with children's services, and the Mental Health Advisory Board. The Mental Health Advisory Board consists of an older adult consumer, a family member of an adult child, the Patient's Rights Advocate (formal consumer and volunteer), a Hispanic adult volunteer, a Hispanic consumer advocate and a member of the Board of Supervisors. Five to 10 consumers also participate regularly at the Advisory Board meetings.

All stakeholder groups and boards are in full support of this MHSA Annual Update.

3. *If consolidating programs or eliminating a program/project, include how the stakeholders were involved and had the opportunity to participate in the decision to eliminate the program/project.*

We do not anticipate eliminating any MHSA programs in FY 12/13.

Local Review Process

4. *Describe methods used to circulate, for the purpose of public comment, the annual update.*

This proposed MHSA Annual Update was posted for a 30-day public review and comment period from June 9, 2012 through July 9, 2012. An electronic copy was posted on the County website with an announcement of the public review and comment period, as well as the public hearing information. A copy of the Annual Update was distributed to all members of the Mental Health Advisory Board and the MHSA Leadership Committee.

In addition, hard copies of the Annual Update were available in the Bishop Behavioral Health Clinic; Bishop Social Services office; Health and Human Services Administrative office; Health and Human Services, Lone Pine office; and at all county libraries, including the Bishop, Big Pine, Independence, Lone Pine, Furnace Creek, and Shoshone branches.

5. *Include substantive comments received during the stakeholder review and public hearing, responses to those comments, and a description of any substantive changes made to the proposed annual update that was circulated. Indicate if no substantive comments were received.*

A public hearing was scheduled for Monday, July 9, 2012 at Progress House, 536 N. Second St., Bishop, CA, at 10:45 a.m. The public hearing was held during the Mental Health Advisory Board meeting. The attendees including the following individuals: 2 Caucasian Family members, 1 Older Adult Caucasian consumer, 1 Transition Age Youth Caucasian consumer, 1 Latina consumer/staff, and 4 Caucasian staff. There was approval voiced for the plan. While there were no substantive changes suggested, one person suggested that this was a good time to work collaboratively with the hospital and the tribes, and one person commented on how the Salvation Army provided excellent support for a family member with co-occurring disorders. These comments were noted for future planning.

MHSA Program Component
COMMUNITY SERVICES AND SUPPORTS (CSS)

1. Provide a brief program description (include notable performance measures, such as number of clients served, age, race/ethnicity, etc.).

The MHSA CSS System Transformation program provides services to all ages [children (ages 0-17); transition age youth (ages 16-25); adults (ages 18-59); older adults (ages 60+)]; all genders; and all races/ethnicities. We offer a "whatever it takes" service approach in helping individuals achieve their goals. Services for all populations help reduce ethnic disparities, offer peer support, and promote values-driven, evidence-based practices to address each individual's unique needs and mental health. These services emphasize wellness, recovery, and resiliency and offer integrated services for clients of all ages and their families. Services are delivered in a timely manner and are sensitive to the cultural needs of each individual. There are currently 37 persons who are Full Service Partners:

- children: 1 Hispanic
- transition age youth: 2 Hispanic, 3 Caucasian
- adults: 4 Hispanic, 1 Native American, 18 Caucasian
- older adults: 8 Caucasian

The CSS Program includes comprehensive assessment services; wellness and recovery action planning; case management services; individual and group mental health services; crisis services; peer-led self-help/support groups; education and employment support; anti-stigma events; linkages to needed services; and housing support. Our Adult and Older Adult Wellness Centers (located in Bishop and Lone Pine) provide adults and older adults with necessary services and supports in a welcoming environment. This year, we have also provided two support groups, one to transition age women and one to adult women, in collaboration with Wild Iris, our local domestic violence agency. Both of these groups have been well attended. In addition, our Transition Age Youth program provides opportunities for youth to participate in age-appropriate activities. The TAY youth utilize the Wellness Center in Bishop once a week, meeting together to socialize, listen to guest speakers, and develop leadership skills.

Approximately 100 individuals were served through the Wellness Centers, 10% Hispanic, 5 % Native American, 1% Asian. Three percent of individuals would self-identify as LGQBT. Between 15 and 20% would be considered homeless. Sixty-seven percent of individuals were adults, 13% of individuals were older adults and 13% were transition age youth.

CSS programs continue to provide the opportunity to change our service delivery model and build transformational programs and services. In the past year, staff and consumers have worked together to build a community service program to give back to the community and reduce stigma. Consumers have conducted food drives, helped with park clean-up, visited older adults in a skilled nursing facility, volunteered for community events, and participated in a cancer walk while raising money through sponsors. In addition, 5 consumers volunteer at the local Salvation Army. These "stigma-busting" activities have allowed consumers to gain skills, meet new people, and cultivate a positive presence in the community.

Staff and consumers have also worked together to develop an exercise program, called "Road to Wellness." Participants log all forms of exercise, from cleaning house to working out. Each activity logged is awarded "miles" and all participants' mileage is tracked to see how far they collectively "walked." The program has helped to bring together staff and consumers, encourage individuals to exercise, and give participants a common goal. Staff and consumers are also planning hikes together in the summer months. In addition, regular walks, yoga, bowling and other wellness activities are offered at the wellness centers, as well as a nutrition group to discuss food choices.

2. *Describe any challenges or barriers and strategies to mitigate.*
The Bishop Wellness Center recently moved to a new location, due to a zoning issue with the previously-leased facility. The new location is not ideal and, due to space limitations, presents challenges for maintaining some of the activities that consumers prefer, such as the consumer garden. It lacks any kitchen or laundry facilities. It also has very limited parking and as a result, this causes tension with the neighboring businesses. We are actively searching for an improved facility and hope to transition to the new location in the coming fiscal year.
3. *List any significant changes for FY 2012/13.*
No significant changes to the CSS Program are anticipated in this fiscal year.

MHSA Program Component
PREVENTION AND EARLY INTERVENTION (PEI)

1. *Provide a brief program description (include notable performance measures, such as number of clients served, age, race/ethnicity, etc.).*

Prevention and Early Intervention (PEI) dollars currently funds two (2) PEI Programs: 1) PCIT Community Collaboration and 2) Older Adult PEI Services.

Parent-Child Interaction Therapy (PCIT) Community Collaboration

Several of our staff have been trained and certified to offer Parent-Child Interaction Therapy (PCIT), an evidence-based intensive parent-training program which has been found to be effective for families with aggressive, defiant, and non-compliant children; families with parents who have limited parenting skills; and families who have experienced domestic violence and/or child abuse. PCIT focuses on promoting positive parent-child relationships and interactions, while teaching parents effective parenting skills. PCIT has been shown to be an effective treatment program for children ages 2-7 years. This program has been adapted as an intervention for many different types of families (child welfare population, at-risk families, adoptive families, foster families, and other languages including Spanish).

PCIT teaches families individualized parenting skills that are developed through a process in which parents directly receive instruction through an earpiece that is linked to a therapist. The therapist, behind a one-way mirror and/or via a live camera feed, observes interactions between the parent and child, coaches the development of relationship enhancing techniques, and gives behavioral interventions for responding to difficult parent-child situations. Sessions last about one hour, occur over 18-20 weekly visits, and show very strong outcomes for both parents and children.

Currently, ICBH offers PCIT at two locations in the county: our mental health clinics in Bishop and more recently, in Lone Pine. The ICBH Youth and Family Program Chief has completed training and is certified to provide supervision in PCIT. Our PCIT Community Collaborative program continues to work to expand PCIT delivery in the public mental health system and into the community. We have trained four (4) mental health clinicians in PCIT, targeting both ICBH staff and personnel from local community-based organizations. We wish to expand our services, especially to the Lone Pine area. When appropriate, we also offer PCIT services in Spanish to meet the needs of the underserved Latino community.

PCIT is a highly effective program and the families show improved outcomes as a result of this intensive parenting program. In addition, the children and their siblings show improved behavior (positive social interactions, following directions, reduction in acting out behavior) as a result of the program. We have served 8 families with this intervention, including 1 Hispanic, 2 Native American, 2 blended Native America and Hispanic and 3 Caucasian families.

Older Adult PEI Services

Our community has a large number of individuals who are retired. This PEI program has been helpful at identifying at-risk seniors who begin to exhibit symptoms of depression, prescription abuse, isolation, and other mental health conditions related to the aging population. The Older Adult PEI Program has provided early mental health screening and intervention to older adults who had been receiving services in the community and through county resources. This program also trains agency partners to recognize the signs and symptoms of mental illness in older adults.

The Older Adult Prevention and Early Intervention Program partially funds a Nurse position to support prevention and early intervention activities throughout the county in order to identify older adults who need mental health services. The program, utilizing a Mental Health Nurse, offers comprehensive assessment

services to those older adults experiencing mental health problems that may interfere with their ability to remain independent in the community. The Nurse then links these individuals to resources within the community, including County Behavioral Health services. We are in process of recruiting an addition Nurse position. This program offers service alternatives for older adults who have been unserved and underserved in this community. Services are voluntary and client-directed, strength-based, employ wellness and recovery principles, address both immediate and long-term needs of program members, and are delivered in a timely manner that is sensitive to the cultural needs of the population served.

The Mental Health Nurse collaborates with other agencies that provide services to this population, including In-Home Supportive Services, Adult Protective Services, local physicians, Public Health, nursing homes, home health agencies, home delivery meals programs, and regional organizations which serve the elderly. All agencies receive training to complete a brief screening tool to help them recognize signs and symptoms of mental illness in older adults.

The Mental Health Nurse also provides services to older adults who are at risk of hospitalization or institutionalization and who may be homeless or isolated. These positions offer prevention and early intervention services to older adults in community settings that are the natural gathering places for older adults, such as our Senior Center sites in the community sites of Bishop, Big Pine, Independence, Lone Pine, and Tecopa. Older adults who need additional services are referred to Behavioral Health for ongoing treatment, as appropriate. Thirty-two older adults were served through this strategy. Twelve of the older adults reside in the southeastern part of the county, 6 reside in Lone Pine and the remainder of the persons reside in the Bishop area. Therefore, this strategy again targets the more isolated parts of the county. One Native American and one Hispanic older adult have been served with the remainder being Caucasian. PEI funding also has allowed us to contract with an older adult services clinician to provide additional support to the Older Adult PEI program.

This year, the Mental Health Nurse has also provided a quarterly newsletter which addresses a wellness topic. This newsletter is distributed to the various senior centers and other agencies. It has been very well received in the community.

2. *Describe any challenges or barriers and strategies to mitigate.*

The community collaboration component of the PCIT program has not grown as anticipated. We are researching new, innovative ways to increase referrals and the use of PCIT among our community partners. Some approaches include presentations to school and preschool personnel, and providing information fliers to community organizations.

3. *List any significant changes for FY 2012/13.*

No significant changes to the PEI Programs are anticipated in this fiscal year.

MHSA Program Component
INNOVATION

1. *Provide a brief program description (include notable performance measures, such as number of clients served, age, race/ethnicity, etc.).*
Inyo County Behavioral Health is in the planning stages of the Innovation component. We anticipate developing our Innovation Plan early in FY 12/13. An extensive stakeholder planning process will be conducted to help determine the scope of the Innovation project.
2. *Describe any challenges or barriers and strategies to mitigate.*
Not applicable at this time.
3. *List any significant changes for FY 2012/13.*
Not applicable at this time.

MHSA Program Component
WORKFORCE EDUCATION AND TRAINING (WET)

1. *Provide a brief program description (include notable performance measures, such as number of persons trained and types of training).*

Since the original WET Plan was approved, ICBH has developed contracts with various learning providers to deliver trainings to clients, family members, staff from Behavioral Health, members of the Mental Health Advisory Board, and partner agencies. Training topics include psychosocial rehabilitation skills, the recovery model, motivational interviewing, and delivering comprehensive services for promoting wellness and recovery. Cultural competency and team building has also been a focus of our trainings. Our training partners include *Essential Learning*, a website which offers online courses, staff ethics and regulations compliance training, and an array of clinical skills building courses that also fulfill continuing education requirements for licensed behavioral health professionals. We have purchased a bulk subscription package for our organization that makes these exemplary courses available to staff. As an added training component, we have provided staff and consumers with technical software training to enhance the skill set of staff and consumers/family members who work or volunteer for Inyo County.

In addition, we have developed a NAMI Peer-to-Peer Training program to consumers to develop skills for Coach, Parent Partner, or Peer Mentor positions with Inyo County. Individuals who qualify for this Consumer Pathways Program attend classes to prepare them to become an Adult Peer Supporter, a Children's Services Parent Partner, or a Transition Age Youth Peer Mentor. Some of the topics included in the curriculum are: wellness management and recovery; promoting resiliency skills in Transition Age Youth; putting recovery skills into practice; embracing wellness in all aspects of care; providing peer support; and creating a recovery-based mental health services plan. To date, six (6) consumers have graduated from the Peer-to-Peer Training and are developing activity groups to lead at our Wellness Centers. Further, we provided the NAMI Family Support Group training. Four family members completed this course and have provided a family support group. We continue to look for ways to increase participation in this group.

In the coming fiscal years, we will identify regional and statewide trainings – such as those offered through NAMI and CASRA – for staff, clients, family members, and other stakeholders to enhance their understanding of the recovery model, promote effective service delivery, increase cultural competency, promote leadership and team building, and learn other essential skills. To support consumer and family member training, we will develop and maintain a mental health information library; this library will allow consumers and family members to borrow publications and DVDs on mental health, the recovery model, cultural competency, and other mental health related information.

Existing funds will be utilized in FY 2012/13; no new funding is being requested.

2. *Describe any challenges or barriers and strategies to mitigate.*

We have successfully implemented the WET component and have not encountered any significant challenges or barriers. We look forward to expanding our training capacity and opportunities for both staff and consumers.

3. *List any significant changes for FY 2012/13.*

No significant changes to the WET Program are anticipated in this fiscal year.

MHSA Program Component
CAPITAL FACILITIES/TECHNOLOGY (CFTN)

1. *Provide a brief program description (include notable performance measures, such as progress towards implementation of plans).*

ICBH chose to utilize the bulk of CFTN funding for a system-wide IT upgrade to achieve an Integrated Information Systems Infrastructure. ICBH implemented ShareCare™, a product of The Echo Group. An Electronic Health Record system is in place, including clinical assessments and progress notes. Electronic prescriptions and medication monitoring are components of the new IT system, as well as lab orders and results. If necessary, existing CFTN funds will be utilized in FY 2012/13 for the IT project; no new funding is being requested for this technology component.

The balance of CFTN funding that may be used for Capital Facilities is limited, but utilization of the funds for remodeling the Wellness Center in Bishop may be implemented when a new location is found. Planning for these funds may begin in FY 12/13.

2. *Describe any challenges or barriers and strategies to mitigate.*

The electronic Treatment Plan, with the client signature feature, is not fully operational, requiring clients to sign hard copies of their Treatment Plans. This, as well as other limitations to the product and need to utilize "work arounds", has been challenging to program staff. The product is most cumbersome for the Psychiatrist. The Echo Group is working to resolve the issues around this challenge to full implementation.

Another challenge is the decision by The Echo Group to discontinue support of the ShareCare™ product in the future in favor of the Virtual Healthcare Record (VHR) product. This decision will impact the ability of ICBH to make upgrades to the system and further customize the software to ICBH specifications. While this issue does not immediately affect ICBH, it may require a transition to the new system at some point in the next fiscal year.

3. *Describe if the county is meeting benchmarks and goals, or provide the reasons for delays to implementation.*

For the majority of components and milestones, implementation of the IT system has proceeded as planned. As noted above, there is an ongoing issue with electronic Treatment Plans, but we anticipate that this issue will be resolved in the next fiscal year.

4. *List any significant changes for FY 2012/13.*

No significant changes to the CFTN Program are anticipated in this fiscal year unless a wellness center facility is located for purchase and requires use of these funds. In this case, an amendment would be made to the plan.

MHSA Program Component
HOUSING

1. *Provide a brief program description (include notable performance measures, such as progress towards implementation of plan).*
This component is not applicable to ICBH. We chose to transfer our MHSA Housing funds to CSS to further support those services and activities.
2. *Describe any challenges or barriers and strategies to mitigate.*
Not applicable.
3. *Describe if the county is meeting benchmarks and goals, or provide the reasons for delays to implementation.*
Not applicable.
4. *List any significant changes for FY 2012/13.*
Not applicable.

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
16

FROM: Public Works Department

FOR THE BOARD MEETING OF: September 11, 2012

SUBJECT: Approval of the Federal Aviation Administration (FAA) grant agreement for construction of the Eastern Sierra Regional Airport – Airport Lighting Vault Improvements.

DEPARTMENTAL RECOMMENDATIONS:

1. Approve the Grant Agreement for Airport Improvement Program (AIP) Project No. 3-06-0024-013-2012 between Inyo County and the FAA for construction of the Eastern Sierra Regional Airport – Airport Lighting Vault Improvements in the amount of $352,877.00, contingent upon review and approval of agreement by county counsel, contingent upon appropriate signatures being obtained, and upon adoption of the fiscal year 2012/2013 county budget; and

2. Authorize the acting public works director to sign the Grant Agreement on behalf of the County.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The FAA has approved the grant application for construction of improvements to the airport lighting vault building. The existing electrical components in the existing lighting vault are obsolete and need to be replaced. Replacement of equipment that is more than 20 years old will result in improved operation and reliability of the airport lighting systems. Installation of a generator for back-up power will improve safety for pilots by ensuring that runway and taxiway lights will be available at all times. Replacement of the equipment will also result in increased safety for the airport personnel or other repairmen who operate and maintain the electrical system.

The scope of work for the project generally consists of manufacturing, furnishing and installing a new precast concrete lighting vault with complete, new, factory-installed power and control systems, including six 7.5 KW ferroresonant regulators, and a partitioned room housing a new 150 KW standby generator, (2) extension of power service from the old vault to the new vault, (3) relocation as necessary and connection of lighting systems to the new vault, and (4) removal of the existing airport lighting systems from the existing vault. The existing vault will be cleaned and painted for use as storage shed.

All electrical and airport lighting systems will remain in service during construction, except during brief daytime periods. These periods will be scheduled to provide as little disruption to airport activities as possible.

The funds for the airport lighting vault improvements will be provided by the annual entitlement funds for the Eastern Sierra Regional, Independence, and Lone Pine Airports. The federal share of the grant amount is $352,877. The federal share is 90% of the total estimated project cost of $392,085.00. The Public Works Department plans to submit an application for a matching grant from the California Division of Aeronautics (CDA) for 2.5 percent of the federal grant ($17,644.00). The local match for remainder of the project cost ($21,564.00) will be provided from the Public Works Department budget, Budget Unit 011500, object code 5850 *In-Kind Contributions*. Additionally, a hard match (cash) is required for this project and is included in the CAO recommended budget as an operating transfer from public works. fc

The entitlements that will fund the grant expire at the end of this federal fiscal year. The FAA requires that the grant be accepted and signed by a representative of the county and submitted to the FAA on or before September 18, 2012 so that the FAA can process it before the end of the federal fiscal year on September 30, 2012. Therefore, the Public Works Department requests that the board approve Grant Agreement No. 3-06-0024-013-2012, and authorize the acting public works director to sign the agreement.

ALTERNATIVES:

The Board could chose not to approve the grant agreement. This alternative is not recommended because funds are available now but will expire at the end of the federal fiscal year, and improvements to the airport lighting system and installation of a back-up generator are needed.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Office

FINANCING:

Up to 90% ($352,877.00) of the project cost will be reimbursed by the FAA grant, and, if approved, up to 2.5% ($17,644.00) will be reimbursed by a CDA grant. The remaining costs will be funded by an in-kind match from the Public Works Department. The FAA and CDA grants require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, this grant will require a temporary loan. ~~Budget amendments required to administer these grants will be presented during the 2012/2013 County Budget Hearings.~~ There will be sufficient appropriation in the 2012/2013 Eastern Sierra Regional Airport Improvement Budget (630303) if your Board adopts the CAO Recommended 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: [signature] Date 9/6/12
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 9/6/12
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) Lyn M. Harrison Date: 9/6/12

U.S. DEPARTMENT OF TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part I - Offer

Date of Offer:

Eastern Sierra Regional Airport/Planning Area

Project No: **3-06-0024-013-2012**

DUNS No: **008909830**

TO: **County of Inyo, California**
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Applications dated **9/4/2012**, for a grant of Federal funds for a project at or associated with the **Eastern Sierra Regional** Airport/Planning Area which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport or Planning Area (herein called the "Project") consisting of the following:

Electrical Upgrade (Airport Lighting Vault) and Emergency Generator Improvements.

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended,, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, **90** per centum thereof.

The Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this offer shall be **$352,877.00.** For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

   $0.00 for planning
   $352,877.00 for airport development or noise program implementation.

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.

3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before **09/14/2012** or such subsequent date as may be prescribed in writing by the FAA.

7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **ASSURANCES AIRPORT SPONSORS:** The attached Assurances Airport Sponsors dated **04/2012**, incorporated hereto with the Grant Offer, are hereby substituted in lieu of those in the Sponsor's Project Application and made a part hereof.

10. **LETTER OF CREDIT:** The Sponsor agrees to request cash draw downs on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.

11. **INFORMAL LETTER AMENDMENT OF AIP PROJECTS:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

12. **BUY AMERICAN REQUIREMENT:** Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

13. **MAXIMUM OBLIGATION INCREASE FOR PRIMARY AIRPORTS:** In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    a. may not be increased for a planning project;

    b. may be increased by not more than 15 percent for development projects;

    c. may be increased by not more than 15 percent for land projects.

14. **TRAFFICKING IN PERSONS:**

a. **Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--
   i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
   ii. Procure a commercial sex act during the period of time that the award is in effect; or
   iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity--
   i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
   ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either--
      A. Associated with performance under this award; or
      B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

b. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
   i. Associated with performance under this award; or
   ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. **Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section.
   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
   ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. **Definitions.** For purposes of this award term:

1. "Employee" means either:
   i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
   ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
   i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
   ii. Includes:
      A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. CONSTRUCTION SAFETY PLAN: It is understood and agreed by and between the parties hereto that the Sponsor shall develop a construction safety plan that is acceptable to the FAA for the airport construction project as described in the Project Application and that the United States will not make nor be obligated to make payments involving the aforesaid airport construction project until the Sponsor has submitted a construction safety plan that is acceptable to the FAA in and to said airport construction project (or any portion thereof for which grant payment is sought).

16. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at http://www.ccr.gov).

   Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

2. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
   a. A Governmental organization, which is a State, local government, or Indian Tribe;
   b. A foreign public entity;
   c. A domestic or foreign nonprofit organization;
   d. A domestic or foreign for-profit organization; and
   e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity
3. Subaward:
   a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audit of States, Local Government, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
4. Subrecipient means an entity that:
   a. Receives a subaward from you under this award; and
   b. Is accountable to you for the use of the Federal funds provided by the subaward.
   c. A subward may be provided through any legal agreement, including an agreement that you consider a contract.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
Ruben C. Cabalbag
Assistant Manager, Los Angeles Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Option #1

_____ _____
Signature Date

On this _____ day of _____, 2012, before me appeared (name) _____,
to me personally known, who, being duly sworn, did execute the foregoing affidavit and did state that he or she was properly authorized by (name of sponsor) _____, to execute the affidavit and did so as his or her free act and deed.

_____ _____
Notary Public (Seal/Stamp) Commission Expires

Option #2

I declare under penalty of perjury that the foregoing is true and correct.*

_____ _____
Signature Date

*Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment or both

Executed this _____ day of September, 2012

County of Inyo, California

(SEAL)
(Sponsor's Designated Official Representative)

By _____

Attest: _____

Title _____

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify: That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of **California**. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of September, 2012

_____
Signature of Sponsor's Attorney

ASSURANCES
Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. **Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

a. Title 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act – 5 U.S.C. 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]
r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]
s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]
t. Copeland Anti kickback Act - 18 U.S.C. 874.1
u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]
v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]
x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity[1]
Executive Order 11990 - Protection of Wetlands
Executive Order 11998 – Flood Plain Management
Executive Order 12372 - Intergovernmental Review of Federal Programs
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]
Executive Order 12898 - Environmental Justice

Federal Regulations

a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
c. 14 CFR Part 150 - Airport noise compatibility planning.
d. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]
e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]
f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]
g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]
h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
i. 49 CFR Part 20 - New restrictions on lobbying.
j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.[1,2]
m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.[1]
o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.[1]

Office of Management and Budget Circulars

a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. **Responsibility and Authority of the Sponsor.**

   a. **Public Agency Sponsor:** It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or

modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in

permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

11. **Pavement Preventive Maintenance**. With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of

submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.** It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to

commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.** In carrying out planning projects:

    a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
    b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
    c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
    d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
    e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
    f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
    g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
    h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

    a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition

and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;
2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for

furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the

airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.** It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms,

conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
   1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
   2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

   a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
   b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

   a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars

and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another

project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.

33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 1/25/12, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.

Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

1) Describes the requests;
2) Provides an explanation as to why the requests could not be accommodated; and
3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 1/25/2012

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5000-13A	Announcement of Availability—RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airports Surface Movement Sensors
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools, and Clothing
150/5210-15A	Airport Rescue & Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Firefighting Vehicles
150/5220-16D	Automated Weather Observing Systems for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Firefighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21B	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5220-22A	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13 Changes 1 - 18	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Change 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste

NUMBER	TITLE
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength PCN
150/5340-1K	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30F	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L821 Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	FAA Specification L853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specifications for Series to Series Isolation Transformers for Airport Lighting System
150/5345-49C	Specification L854, Radio Control Equipment

NUMBER	TITLE
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53C	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-1884, Power and Control Unit for Land and Hold Short
150/5345-55A	Specification for L893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-9	Planning and Design of Airport Terminal Facilities at Non-Hub Locations
150/5360-12E	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2B	Heliport Design
150/5395-1	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

DATED: 1/25/2012

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D Changes 1 - 4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-7A	Airport Pavement Management Program

THE FOLLOWING ADDITIONAL APPLY TO PFC PROJECTS ONLY

DATED: 1/25/2012

NUMBER	TITLE
150/5000-12	Announcement of Availability – Passenger Facility Charge (PFC) Application (FAA Form 5500-1)

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 for ☐ Closed Session ☐ Informational

FROM: Public Works

FOR THE BOARD MEETING OF: September 11, 2012

SUBJECT: Extension of current Agreement for Trash Disposal Services at County Buildings and Facilities

DEPARTMENTAL RECOMMENDATION:

1. Staff request to ratify a blanket Purchase Order with Preferred Septic and Disposal, Inc. to provide trash disposal and recycling services at County Buildings and Facilities at the current monthly rate of $2,959.52 and for an amount not to exceed $36,000 or until a new contract for these services is awarded, whichever occurs first, contingent upon Board adoption of the FY 12/13 budget;
2. Staff further requests the Board review the currently proposed Public Works RFP for County facilities trash disposal services and provide comments to Public Works.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The County completed a three (3)-year contract with Bishop Waste Disposal, Inc., for trash disposal services at thirty (30) County facilities in the Bishop, Big Pine, Independence, and Lone Pine areas about a year ago. A temporary agreement was subsequently negotiated with Preferred Disposal while a new contract was solicited. Due to some concerns raised over the subsequent Request for Proposals (RFP) process, the Board rejected those bids, directed staff to reissue the RFP, and extended the temporary agreement in the interim. Staff has recently drafted a new RFP for providing Trash Disposal services at the 30 county facilities. Unfortunately, the authorized funding for the extended temporary agreement runs out on September 30th. Consequently, staff requests another extension in order to complete the solicitation and allow sufficient time for a thorough analysis and award the new contract. Additionally, staff requests your Board to review the draft RFP prior to its release and provide comments in order to facilitate the process.

ALTERNATIVES:

1. Your Board could elect to not ratify the Purchase Order. This is not recommended, as the County would then be without trash disposal services at its facilities; or,
2. Your Board could reduce the not-to-exceed amount. This is not recommended, as there may not be enough time to advertise, analyze, award and allow enough time for a transition to a new provider, if one is needed.

OTHER DEPARTMENT INVOLVEMENT:

County Counsel
Auditor

FINANCING:

The funds for this Contract will be provided through the County's Public Works Department, Building & Maintenance of Ground Division budget 011100, Object Code 5265.

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 Keller Approved: ✓ Date 9.6.12
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 9/6/12
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) [signature] FOR DOUG WILSON Date: 9/6/12
(The Original plus 20 copies of this document are required)

County of Inyo
Public Works Department

REQUEST FOR PROPOSALS

For

Trash Disposal Services
Inyo County Buildings and Facilities

Fall 2012

The County of Inyo, Department of Public Works, is requesting proposals for:

TRASH DISPOSAL SERVICES
INYO COUNTY BUILDINGS AND FACILITIES

A. Proposal Submittal Requirements

The County of Inyo is accepting proposals for providing Trash Disposal Services at Inyo County Facilities for a thirty-seven (37) month period (December 1, 2012 to December 31, 2015) at thirty (30) County of Inyo facilities located in the City of Bishop and the towns of Big Pine, Independence, and Lone Pine. For specific information regarding facility locations, size of trash receptacles, and collection frequency, refer to attached "Exhibit A – Scope of Work."

Proposals must be received on or before 2:00 p.m. XXXX XX, 2012, addressed to the Department of Public Works, Drawer Q, Independence, California 93526. Proposals must be submitted in a sealed envelope marked: **"Proposal – Trash Disposal Service, Inyo County Facilities."** The company name and address of the respondent must appear (and not be handwritten) on the outside of the envelope. Envelopes handwritten, or without the name of the respondent and a return address will be disposed without being opened.

Proposals shall include the following items:

1. A completed "Exhibit A – Scope of Work" indicating the Monthly Price the County will be charged for trash disposal services at each facility location, for the receptacle size and collection frequency identified on Exhibit A – Scope of Work, and a summed "Total Monthly Price for All Locations." for trash disposal services. Exhibit A must be signed and dated by the company representative with the authority bind the company to its bid. The submitted proposal's "summed Total of All Monthly Prices" shall include all compensation for service provider to provide trash removal and disposal services;

   Additionally, a rate sheet, showing the availability of all trash receptacle sizes and associated collection frequencies available to the County must be appended to Exhibit A. The County reserves the right to change the size and/or collection frequency of trash receptacles at any locations, for the price shown on the rate sheet, during the term of the contract.

2. Any Additional Services, excluding Optional Recycling Services described below, the respondent will provide the County at no additional cost. Examples of Additional Services could include, but are not limited to: ensuring a 10-foot radius area around the trash container is left trash and debris free, in a swept and cleaned-up state after each provided service; providing container locks if requested, etc.;

3. A list identifying any subcontractors that will be involved in providing the services contained in the submitted Proposal with a specific description of the services the subcontractor will be providing.

4. Additional "trash disposal" Cost Savings Recommendation(s), if any, the respondent recommends the County consider may be submitted on a separate sheet(s) of paper. Such recommendations could include, but are not limited to opportunities to reduce container

sizes and/or the frequency of collection at facilities, etc.. For each Cost Saving Recommendation, provide a brief description of the strategy or service that will be provided; include the cost of the strategy or service (if any); identify the associated cost savings to the County; and, identify all assumptions, if any, used in making the proposal (e.g., subscription to recycling services, etc.).

5. **OPTIONAL:** At the sole option of the respondent, a "Recycling Services" proposal may be submitted for the County's consideration. Any Recycling Services proposal must be able to "stand alone" and will not be rated as part of the County's review and evaluation of the Trash Disposal Service Proposal, although it might be considered relative to the evaluation of any cost-savings recommendation made pursuant to Section 4 above. If submitting an optional Recycling Services proposal, the respondent must indicate if the proposal, including associated costs, is dependent on being awarded the Trash Disposal Services contract, of if the County could contract for these services separately; independent of the Trash Disposal Services contract. The County may elect to include the Recycling Services proposal in the Trash Disposal Services agreement; as an amendment thereto at a later date; or, a enter into a separate agreement for the Recycling Services.

   Recycling Services proposals should be made by completing Exhibit B – Optional Recycling Services indicating the type(s) and size(s) of container and frequency of collection that will be provided to each facility; the Monthly Price the County will be charged for the specified recycling services at each facility; and, the "Total Monthly Price for All Locations." The proposal should clearly identify, for each location, what materials will be collected for recycling.

B. Information Regarding Responding to this RFP

All questions regarding this RFP should be directed to: Inyo County Public Works Department, PO Drawer Q, Independence, CA 93526; Office: 760-878-0201; Fax: (760) 878-2001; Email: jahlstrom@inyocounty.us

The company submitting the proposal selected for contract award will be required to enter into Inyo County Standard Form Contract No. 113, a copy of which is attached as Exhibit C.

C. Proposal Evaluation Criteria

A selection committee composed of two members of the Inyo County Public Works Department will evaluate all submitted proposals. The information provided in the proposal will be the basis for recommending a Contract Award to the Board of Supervisors at a regularly scheduled meeting. The following table describes how proposal items will be scored with the highest point total (after applying a Contracting Preference (see Section "E" of this RFP) to applicable proposal total dollar amounts) being the basis for the committee determining the award recommendation:

	Proposal Item Description	Max. Possible Points
1.	Submittal of a completed Exhibit A – Scope of Work	Pass/Fail
2.	Lowest responsible price received for "Total of all Monthly Prices" (Trash Disposal Only) in Exhibit A – Scope of Work.	55

3.	Additional Services proposed at no cost to the County - excluding Optional Recycling Services.	20
4.	Any additional Cost Savings Recommendation(s) regarding County Facilities trash disposal that the respondent recommends the County consider. (Will be scored on total amount of savings, exclusive of any savings directly associated with the implementation of the Optional Recycling Services proposal if submitted).	20
5.	Company's ability to enter into Inyo County Standard Contract No. 113 (please submit any and all exceptions taken to this Contract)	5
	TOTAL:	100

D. Proposal Optional Services Additive Item: "Recycling Services"

The County of Inyo, at its sole discretion, may elect to include a "Recycling Services" component in the Trash Disposal Services agreement, or amend the contract to include Recycling Services at a later date. This component will be based on the Optional Recycling Services information included in "Exhibit B – Optional Recycling Services" if a respondent chooses to provide such a proposal.

E. Contracting Preferences For Local and Small Businesses

There is a contracting preference of 5% for small business enterprises (or) 8% for local businesses available for this Request for Proposals. To be eligible for a preference, a small business enterprise must submit proof of certification from the State of California or the Small Business Administration as a small business. A local business must provide documentation that it is a local business as defined by Inyo County Code § 6.06.020(B) with its proposal submittal. Please refer to the Inyo County website home page at http://www.inyocounty.us/ for a copy of the Local Business Verification Form.

F. Notification of Bidders

All bidders will be notified in writing by County Public Works of the date when the recommendation for award will be presented to the Board of Supervisors for their consideration of contract award. The selected Contractor will be notified after the Board of Supervisors awards the Contract.

G. Execution of County Contract

The selected Consultant will be required to enter into contract with the County of Inyo on the County of Inyo Standard Form Contract No. 113 which is attached as Exhibit B. Please note the insurance requirements in the Contract for worker's compensation, general liability, and vehicle liability.

Exhibit A – Scope of Work

(4 pages)

EXHIBIT A
(SCOPE OF WORK)
Trash Disposal Services

Location (Bishop)	Size of Dumpster	Quantity	Frequency	Monthly Price
Bishop Library 210 Academy	3 CY	1	1/week	$_____
County Services Building 207 West South Street	3 CY (locking)	1	1/week	$_____
Airport Terminal 703 North Airport Road	3 CY	1	1/week	$_____
• ESTA Parking Lot	2 CY	1	1/week	$_____
Health and Human Services 162 Grove Street	3 CY (locking)	1	1/week	$_____
Clark Wing 301 West Line Street	3 CY	1	1/week	$_____
WIC 568 West Line Street	100 gallon. rolling cart	1	1/week	$_____
Bishop Senior Center 506 Park Avenue	3 CY	1	2/week	$_____
Bishop Administration 163 May Street	3 CY (locking)	1	1/week	$_____

EXHIBIT A
(SCOPE OF WORK)
Trash Disposal Services

Location (Bishop)	Size of Dumpster	Quantity	Frequency	Monthly Price
Family Support Services 230 West Line Street	100 gallon. rolling cart	1	1/week	$_____
Search and Rescue Airport Road	100 gallon rolling cart	1	1/week	$_____
One Stop/Probation 912 North Main Street	3 CY	1	1/week	$_____
Progress House 536 North Second Street	3 CY	1	1/week	$_____
Bishop District 1 & 2 (Road) 3236 West Line Street	3 CY	1	1/week	$_____
Bishop Road Shop 701 South Main Street	3 CY	1	1/week	$_____

Location (Big Pine)	Size of Dumpster	Quantity	Frequency	Monthly Price
Big Pine District 3 (Road) 160 Dewey Street	3 CY	1	1/week	$_____
Big Pine Town Hall 180 Dewey Street	3 CY (locking)	1	1/week	$_____

EXHIBIT A
(SCOPE OF WORK)
Trash Disposal Services

Location (Independence)	Size of Dumpster	Quantity	Frequency	Monthly Price
Courthouse Complex / Annex Building 168 North Edwards Street	3 CY	2	1/week	$_____
Independence Legion Hall 201 South Edwards Street	3 CY	1	1/week	$_____
Eastern California Museum 155 North Grant Street	100 gallon rolling cart	2	1/week	$_____
Jail and Sheriff Administration 550 South Clay Street	3 CY	4	2/week	$_____
Juvenile Detention Facility 201 Mazourka Canyon Road	3 CY	2	1/week	$_____
Building and Maintenance Shop 136 South Jackson Street	3 CY	1	1/week	$_____
Water Department 135 South Jackson	3 CY	1	1/week	$_____
Independence Administration 224 North Edwards Street	100 gallon rolling cart	1	1/week	$_____
Mazourka Road Shop 750 South Clay Street	3 CY	1	1/week	$_____

EXHIBIT A
(SCOPE OF WORK)
Trash Disposal Services

Location (Lone Pine)	Size of Dumpster	Quantity	Frequency	Monthly Price
Health and Human Services 380 North Mount Whitney	3 CY	1	1/week	$_____
Lone Pine Library 210 Bush Street	100 gallon rolling cart	1	1/week	$_____
Statham Hall 183 Jackson Street	3 CY	1	1/week	$_____
Lone Pine Road Shop 160 North Lone Pine Avenue	3 CY	1	1/week	$_____
Lone Pine Sheriff Sub Station 726 North Main Street	3 CY	1	1/week	$_____

TOTAL MONTHLY PRICE
FOR ALL LOCATIONS: $_____

_____ Company Name

_____ Representative Name

_____ Date

_____ Representative Signature

Exhibit B – Optional Recycling Services

(2 pages)

EXHIBIT B – Optional Recycling Services
(SCOPE OF WORK)

Location (Bishop)	Recycling Container Size	Quantity	Frequency	Monthly Price
Bishop Library 210 Academy	-None-	-	-	
County Services Building 207 West South Street	68 Gal.	1	2/month	$_____
Airport Terminal 703 North Airport Road	68 Gal.	1	2/month	$_____
• ESTA Parking Lot	-None-	-	-	
Health and Human Services 162 Grove Street	68 Gal.	2	2/month	$_____
Clark Wing 301 West Line Street	-None-	-	-	
WIC 568 West Line Street	-None-	-	-	
Bishop Senior Center 506 Park Avenue	68 Gal.	2	2/month	$_____
Bishop Administration 163 May Street	-None-	-	-	

EXHIBIT B – Optional Recycling Services
(SCOPE OF WORK)

Location (Bishop)	Recycling Container Size	Quantity	Frequency	Monthly Price
Family Support Services 230 West Line Street	-None-	-	-	
Search and Rescue Airport Road	-None-	-	-	
One Stop/Probation 912 North Main Street	68 Gal.	1	2/month	$_____
Progress House 536 North Second Street	-None-	-	-	
Bishop District 1 & 2 (Road) 3236 West Line Street	-None-	-	-	
Bishop Road Shop 701 South Main Street	-None-	-	-	

Location (Big Pine)	Recycling Container Size	Quantity	Frequency	Monthly Price
Big Pine District 3 (Road) 160 Dewey Street	-None-	-	-	
Big Pine Town Hall 180 Dewey Street	-None-	-	-	

EXHIBIT B – Optional Recycling Services
(SCOPE OF WORK)

Location (Independence)	Recycling Container Size	Quantity	Frequency	Monthly Price
Courthouse Complex / Annex Building 168 North Edwards Street	3 CY Cardboard	1	1/week	$_____
	68 Gal.	2	2/month	$_____
Independence Legion Hall 201 South Edwards Street	-None-	-	-	
Eastern California Museum 155 North Grant Street	68 Gal.	1	2/month	$_____
Jail and Sheriff Administration 550 South Clay Street	-None-	-	-	
Juvenile Detention Facility 201 Mazourka Canyon Road	-None-	-	-	
Building and Maintenance Shop 136 South Jackson Street	-None-	-	-	
Water Department 135 South Jackson	-None-	-	-	
Independence Administration 224 North Edwards Street	68 Gal.	1	2/month	$_____
Mazourka Road Shop 750 South Clay Street	68 Gal.	1	2/month	$_____

EXHIBIT B – Optional Recycling Services
(SCOPE OF WORK)

Location (Lone Pine)	Recycling Container Size	Quantity	Frequency	Monthly Price
Health and Human Services 380 North Mount Whitney	68 Gal.	1	1/month	$_____
Lone Pine Library 210 Bush Street	-None-	-	-	
Statham Hall 183 Jackson Street	-None-	-	-	
Lone Pine Road Shop 160 North Lone Pine Avenue	-None-	-	-	
Lone Pine Sheriff Sub Station 726 North Main Street	68 Gal.	1	1/month	$_____
		TOTAL MONTHLY PRICE FOR ALL LOCATIONS:		$_____

_____ _____

Company Name Representative Name

_____ _____

Date Representative Signature

Exhibit C

(County of Inyo Standard Contract No. 113)

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 XX a.m. ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: September 11, 2012

SUBJECT: Cost, Energy and Service Efficiencies Action Plan: DRAFT Energy Action Plan.

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors: Provide input to staff on the DRAFT Energy Action Plan.

SUMMARY DISCUSSION:

Planning Staff has worked with the consultant team Salas O'Brien to develop an Energy Action Plan (EAP). This EAP has been developed on the premise that the County recognizes the costs related to inefficient energy use and the advantages associated with energy efficiency. The County recognizes that improvements in energy efficiency decreases energy costs and increases productivity, which allows better customer service for its citizens. Inyo County also embraces the idea of energy efficiency as a means to greater energy independence in the US and that many small changes can add up to a large one. The County will leverage energy efficiency and conservation with the utility incentive programs available through various partners such as Southern California Edison, the California Energy Commission and Los Angeles Department of Water and Power. The primarily goal of the plan remains consistent with the County's existing Energy Conservation Policy, which sets a target to reduce energy usage 5%-10%, by setting the goal at 10%, and adds language to strive to meet this reduction by 2016. The Board received a presentation on the Energy Action Plan Template in April 2012, which was used to develop this plan.

The EAP provides an analysis of County facilities over 4,500 square feet, energy performance and observations from maintenance staff as to why the buildings are performing as they are. It also offers suggestions for improvements for better energy efficiency for these specific buildings as well as all County facilities in general.

The EAP outlines the policies, strategies and programs that will guide energy reduction and it will be a cost benefit driven program.

The Energy Action Plan:

- ✓ Establishes a long term vision and plan for energy efficiency in the County.
- ✓ Identifies the County's reduction goals and milestones.
- ✓ Provides policies and procedures the County can implement to assist in reducing energy.
- ✓ Offers strategies the County can use to assist in achieving energy reduction goals.
- ✓ Serves as an educational tool that can be used by other organizations.
- ✓ Records the baseline energy usage (kWh) at County facilities over 4,500 square feet.

- ✓ Displays the highest users (facilities) that the County can target for energy efficiency and the lowest users (facilities) to learn from, and encourage continued success.
- ✓ Presents potential funding mechanisms to complete energy efficiency projects.

ANALYSIS
The Energy Action Plan incorporates the policies developed in the policies and procedures reports for: Benchmarking, Advanced Program Code and Commissioning/Retro-Commissioning.

These policies include:

Benchmarking
Goal: Use the Energy Star Portfolio Manager as an energy use evalaution and benchmarking tool to help the County reduce its energy consumption.

Policy:

1. All county facilities over 4,500 sf will have an energy use and cost evaluation that will be used to establish a baseline for each facility.
2. County facilities that meet the criteria, of the Energy Star Portfolio Manager, will also receive a benchmark rating.
3. The baselines and benchmarks established with the Portfolio Manager will be used to set target energy use and costs reductions.
4. Annual reports will be created to track the progress from baseline conditions to current conditions.
5. The County may choose to apply for the Energy Star distinction for buildings that qualify.

Advance Program Code
Goal: Advance Program Code policies will be adopted to ensure that new and existing county buildings function in a manner that promotes energy efficiency, and optimizes equipment operation, which will lead to cost savings.

Policy: Energy reduction programs and strategies will be evaluated for fiscal soundness. If a particular program or strategy has an obvious long-term cost savings benefit to the County it will be considered. This analysis will be based on the cost of incorporating energy reduction strageies and materials in a project compared to the estimated savings these strategies and materials will provide, and will be performed during the project planning stage. An energy efficiency project should result in enough savings to eventually cover its initial costs. The acceptable payback period is about 10 years, which assumes that annual cost savings due to the project are about 10%. Programs and strategies that do not show the ability to save the County money in energy costs may not be acceptable even if they show the abilty to reduce energy use. The final determinations will be made by the Board of Supervisors.

1. Energy Star:
    a. The county will use the Portfolio Manager rating system of 75-points or higher for its facilities.

b. County buildings will be reevaluated every year for performance and rating.

c. The county will evaluate facilities that rate 75-points or higher on the Portfolio Manager system and depending on the budget, may apply for Energy Star certification.

d. Buildings that cannot be benchmarked using Portfolio Manager will be evaluated by energy use per square foot.

2. CALGreen
The County's current building stock is made up of older buildings. Buildings that were evaluated with the Portfolio Manager have a building date range from 1921 to 2000. The median built date for these buildings is 1970. Due to the age of the County's building stock, and the lack of plans for new County builidings, as well as very limited funding, the County has chosen to update its facilties by first following the mandatory Title 24 part 6, California Energy Code and part 11 Califonia Green Building Standards (CALGreen) requirements, as both were adopted/updated after all of these facilities were built. As individual energy reduction projects are completed and are up to current standards, additional voluntary measures will be considered.

a. New building and the remodeling/upgrading of existing County facilities, as they are programed, will be conducted with energy use and building standards based on mandatory Energy and CALGreen codes. The County may also choose to evaluate these projects based on costs that are derived from a plans and specifications analysis with both mandatory requirements and with voluntary Tier I requirements. If the Board of Supervisors finds that the likely higher costs of voluntary Tier I standards, provides energy cost savings that justify the higher costs to the building or upgrade plans, they may choose to approve it.

b. Once a new building is completed, or an existing one is upgraded, and after at least one full year of operation, it will be analyzed with Portfolio Manger. If, for the specific prior project, the use of CALGreen mandatory standards did not achieve a subsequent 75-point rating from the Portfolio Manager, then voluntary Tier I standards, based on CALGreen codes, will be considered for the next project (voluntary Tier I standards require a 15% higher energy efficiency rating as mandatory). This consideration will be based on costs that are derived from a plans and specifications analysis with both mandatory requirements and with voluntary Tier I requirements. If the Board of Supervisors finds that the likely higher costs of voluntary Tier I standards, provides energy cost savings that justify the higher costs to the building or upgrade plans, they may choose to approve it. The Board may also choose to analyze projects with CALGreen volunatry Tier II standards (voluntary Tier II standards require a 30% higher energy efficiency rating than mandatory) to achieve even higher energy performance/cost savings.

3. County planning and public works staff will research and apply for grants to fund energy reduction programs.

4. The county will provide an information based program to the community providing resources and infromation about third party rating systems:

5. The County will publish information on Energy Star rankings, comparisons, and on energy star rated products.

6. The County will provide links on their website to resources for rebates and other energy based programs.

7. The County may consider an incentive program for private projects that try to meet the 15% better than mandatory requirements to be consistent with voluntary CALGreen Tier I standards.

Commissioning/Retro-Commissioning (CX/RCx)

Goal: Commissioning and retro-commissioning policies will be adopted to ensure that county buildings function in a manner that promotes energy efficiency, cost savings, and optimizes equipment operation and occupant comfort. These findings will help to identify ways to ensure County facilities operate efficiently, which will lower overall energy use and provide cost savings to the county.

Policy:

Commissioning and retro-commissioning will be conducted, as funding is available, on County facilities to ensure that they function in a manner that promotes energy efficiency, cost savings, and optimizes equipment operation and occupant comfort. Based on the results of commissioning and retro-commissioning, the County's facilities may be updated to operate more efficiently, which will lower overall energy use, increase occupant comfort and productivity and provide cost savings to the county.

1. New facilities may be commissioned and existing County facilities retro-comissioned as appropriate. The basis for comissioning/retro-comissioning may be one or more of the folowing:

    a. The relative building energy efficiency (benchmark comparison). The County has established a 75-point rating from the Energy Star Portfolio manager as its facilities goal.

    b. The size of a specific building (buildings should be 10,000sf for CX/RCx, per CALGreen).

    c. The total energy use or cost of a specific building.

    d. The number of comfort (or other) complaints from occupants.

    e. As a part of a major renovation of a specific buidling.

2. Retro-commissioning will be based on mandatory CALGreen guidelines. Buildings that show the least efficiency through benchmarking will be identified for retro-commissioning. The depth and timing of retro-comissioning will be based on the above criteria and on available funding.

3. New County owned or County occupied buildings will be considered for comissioning, as funding allows, prior to occupancy and/or as a part of the design process. Commissioning of planned new buildings will be based on the mandatory CALGreen standards.

4. New County buildings may be commissioned, during the planning and construction stages, as funding allows.

5. Exsisting buildings, and new facilities built after 2013, may be considered for retro-commissioning at least once every 10-years. Results will be reported to the County as a part of the continuous benchmarking and reporting policy.

6. Depending on funding availability, the County will implement appropriate system modifications and efficiency projects identified during commissioning.

Other Policies, Projects, and Programs

- ✓ Continue the cool roof program, by replacing roofs, as funding is available, with cool roof systems.
- ✓ Continue the window replacement program, by replacing windows, as funding is available, with energy efficient models.
- ✓ Continue the lighting project at all County facilities, by replacing bulbs, as funding is available, with more energy efficient models.
- ✓ Continue an occupancy sensor power strip program.
- ✓ Equip all facilities with programmable thermostats to ensure that heating and cooling is regulated properly.
- ✓ Consider the energy efficiency/costs of a building before leasing.
- ✓ Continue to pursue funding for roof-top solar projects and look into net-metering programs offered by SCE and LADWP for these projects.
- ✓ When possible, combine office spaces into a central, energy efficient, facility.
- ✓ Evaluate whether a compressed work schedule program, such as a 4-10 work week, would be feasible for a continued high level of service provision and County employees.
- ✓ Analyze the possibility of opening customer service locations one day a week in Lone Pine, Bishop and in Southeast County to reduce the need for customers to travel to Independence and cut down on vehicle miles. Allow County employees who live in these areas to work at the service locations, to cut down on their travel miles, as well.
- ✓ Conduct further review of the Green House Gas analysis and the costs the County incurs for its current vehicle fleet. As vehicles need to be replaced consider upgrading the fleet to include economy, highbred and electric vehicles.
- ✓ Set a goal to have a specific percentage of the vehicle fleet, based on fuel costs savings, be economy, highbred and electric vehicles.
- ✓ Continue to evaluate the possibility of setting up electric vehicle charging stations at facilities throughout the County. This would provide the powering for any future electric vehicles the County adds to its fleet, as well as, provide a valuable service to Inyo County citizens and visitors.
- ✓ Design a program and scheduling scheme for ride sharing between employees for work related trips. This program could be as simple as leaving designated, fuel efficient, vehicles at county facilities and setting up an online signup sheet.
- ✓ Encourage employees who take vehicles home to use the most fuel efficient available.
- ✓ Evaluate the feasibility of setting up a funding program to pay for future energy efficiency projects with the savings from completed projects.
- ✓ Consider setting up a revolving loan program for employees to buy computers and eventually set up a system where employees can access the County system, allowing them to work from home. This can provide the opportunity to cut back on vehicle travel. It can also allow for continued work and communications during emergencies.
- ✓ These polices should be reevaluated annually, along with the yearly energy use analyses by planning and public works staff to see if they are achieving the County's energy reduction goals. Any proposed policy adjustments will need to be considered by the Board of Supervisors.

The DRAFT Energy Action Plan has been sent to the project stakeholders for review and comment. The stakeholders have had no substantive comments to date. Staff held a meeting with two staff members of the Big Pine Paiute Tribe on August 8, 2012. The Big Pine Paiute Tribe Plans to develop an Energy Action Plan for their facilities. They had no comments about the draft Plan. Staff provided a training session for them on the use of the Portfolio Manager. Staff presented the Energy Action Plan to the Bishop City Council on August 13, 2012. The City of Bishop intends to develop an Energy Action Plan for their facilities using the County's as a model. Council members were very interested in the LED lighting program that Inyo County public works staff is currently working on. They had no substantive comments on the draft Energy Action Plan for staff. Staff also held a workshop with the Inyo County Planning Commission on August 22, 2012 and presented the draft Energy Action Plan. The Planning Commission was interested in the results from the Portfolio Manager, primarily why the juvenile detention center had the poorest energy performance. They were also curious if energy reduction projects would be done by County maintenance staff or if they would be contracted out, and if, in general, these types of projects would require specialized training. The Planning Commission had no substantive comments for staff about the Energy Action Plan.

NEXT STEPS:

Staff has scheduled presentations of the draft plan for:

- The Big Pine Civic Club on September 10th.
- Inyo Associates on September 17th.
- The Bishop Chamber of Commerce on September 20th.

Staff will also remain available for any other groups that request presentations of the Plan. Comments that are received will be considered and the Plan will be updated as appropriate. The Final version of the Energy Action Plan will be sent to Southern California Edison staff on September 17th, although comments received after may still be included. The Final version will be presented to the Board of Supervisors for approval on October 9, 2012. Staff will also be developing an Energy Reduction and Climate chapter for the General Plan that will focus on policies for the community. These will be based on the results and policies developed in this Energy Action Plan for County facilities. The General Plan chapter will be completed in time for the General Plan update that is currently in process.

ALTERNATIVES:

Direct staff to change the policies developed in the Policy and Procedure reports, and use these to update the Energy Action Plan.

OTHER AGENCY INVOLVEMENT:

Other local agencies are participating as stakeholders in the process, currently the City of Bishop and the Big Pine Paiute Tribe plan to develop their own Energy Action Plans.

FINANCING:

This project is being funded by Southern California Edison under the auspicious of the California Public Utilities Commission.

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.)*
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust 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: 9-4-12

Attachments:

A. DRAFT Energy Action Plan.
B. DRAFT Benchmarking Policy and Procedures report.
C. DRAFT Advanced Program Code Standards Policy and Procedures report.
D. DRAFT Commissioning and Retro-Commissioning Policy and Procedures report.
E. DRAFT Greenhouse Gas Emissions report.

Attachment A

Draft Energy Action Plan

Strategic Plan Task 4.1.2: Deliverable 3.B.3

Funded by:
Southern California Edison Company
Local Government Strategic Plan Strategies Program

2010 – 2012 Program Period
under the auspices of the California Public Utilities Commission

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Prepared for:

Inyo County, California
PO Drawer L, 168 North Edwards Street
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Prepared by:

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The Inyo County Planning Department
PO Drawer L, 168 North Edwards Street
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July 2012

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EXECUTIVE SUMMARY

The County of Inyo recognizes the costs related to inefficient energy use and the advantages associated with energy efficiency. The County recognizes that improvements in energy efficiency decreases energy costs and increases productivity, which allows better customer service for its citizens. Inyo County also embraces the idea of energy efficiency as a means to greater energy independence in the US and that many small changes can add up to a large one. The County will leverage energy efficiency and conservation with the utility incentive programs available through various partners such as Southern California Edison, the California Energy Commission and Los Angeles Department of Water and Power.

This Energy Action Plan (EAP) outlines the strategies and programs that will guide energy reduction. The EAP will be a cost benefit driven program.

The Energy Action Plan:

- ✓ Establishes a long term vision and plan for energy efficiency in the County.
- ✓ Identifies the County's reduction goals and milestones.
- ✓ Provides policies and procedures the County can implement to assist in reducing energy.
- ✓ Offers strategies the County can use to assist in achieving energy reduction goals.
- ✓ Serves as an educational tool that can be used by other organizations.
- ✓ Records the baseline energy usage (kWh) at County facilities over 4,500 square feet.
- ✓ Displays the highest users (facilities) that the County can target for energy efficiency and the lowest users (facilities) to learn from, and encourage continued success..
- ✓ Presents potential funding mechanisms to complete energy efficiency projects.

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SECTION 1 – INTRODUCTION

Purpose – The purpose of this document is to outline a strategy to reduce energy use and costs throughout the County of Inyo.

Goals – The County of Inyo aims to:

a. Understand and manage energy throughout the County and its facilities.
b. Raise consciousness of County staff and all occupants of County facilities relative to energy use and energy efficiency.
c. Deliver education and outreach to the community focusing on energy efficiency.
d. Remain consistent with the County's existing Energy Conservation Policy, which sets a target to reduce energy usage 5%-10% and strive to meet this reduction by 2016.
e. Once this target is met, evaluate whether to set a higher target.

Energy Efficiency and Cost Savings

Reducing energy use in facilities can significantly reduce the cost to operate and maintain them. The Center for Sustainable Energy, California[1] states that the benefits of energy efficiency include:

- ✓ Reducing operating costs.
- ✓ Lowering maintenance costs.
- ✓ Extending the life of equipment.
- ✓ Enhance indoor air quality.

California has set state standards of energy efficiency through Title 24[2] and CALGreen but encourages local governments to exceed the required standards. The County of Inyo has created a set of policies that focus on programs to promote energy reduction at its facilities and realize energy cost savings. Once these policies are approved by the Board of Supervisors, detailed implementation plans can be created along with distribution materials to inform internal and external stakeholders about the program and its associated impacts.

1.1 Energy Planning and Projects in the County of Inyo

General History and Energy Efficiency Projects:

- ✓ ***Energy Conservation Policy***
  In 2001 the Inyo County Board of Supervisors adopted an Energy Conservation Policy that included a goal to reduce energy use at county facilities from 5%-10% during the following 12 months. Although this goal was not revisited to see if it had been met, the Board of Supervisors agreed to have the policy recirculated in 2005, indicating their commitment to energy reduction.

- ✓ ***Renewable Energy Ordinance***
  In August 17, 2010, the Board of Supervisors of the County approved Title 21 of the Inyo County Code to encourage and regulate the development of renewable energy resources within Inyo County.

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[1] Energy efficiency, (n.d.). *California Center for Sustainable Energy.* Retrieved March 2, 2012, from http://energycenter.org/index.php/technical-assistance/energy-efficiency

[2] Title 24 is the California Building Standards code and is explained in greater depth later in this document.

✓ ***Death Valley Solar Projects***
Death Valley National Park has installed PV for use at all the park's facilities and is in the process of connecting to California's electric grid. Xanterra's Furnace Creek Resort located in Death Valley has installed a PV system that provides the electricity for all of its facilities, including the historic the Inn at Furnace Creek, the Ranch at Furnace Creek, Furnace Creek Golf Course, and employee offices and housing.

✓ ***Brightsource Energy, LLC Solar Projects***
Companies affiliated with Brightsource Energy, LLC, have proposed two solar thermal power plants in the Charleston View area, in southeast Inyo County. Each facility will consist of an array of mirrors situated around an approximately 700-foot tower accommodating a boiler and related facilities. The mirrors will reflect sunlight to the boiler at the top of the tower, and heated water from the boiler will circulate to a generating station.

✓ ***Window Replacement***
Recently, the County upgraded all the windows at the Water Department building in Independence with energy efficient models. The window replacement project was funded by the water department from the water department budget.

✓ ***Roof Replacement***
A cool roof installation was completed for the following facilities:

- Annex Building Roof – completed a roof replacement in 2011.
- Admin Building – added a cool roof elastomeric application.
- Statham Hall – completed a cool roof coating in 2006.

Cool roofs reflect and emit the sun's heat back to the sky instead of transferring it to the building. Because cool roofs reduce air-conditioning use during the day's hottest periods, the associated energy savings occur when the demand for electricity is at its peak.

✓ ***Occupancy Sensor Power Strips***
16 smart plug occupancy sensor power strips were installed at Inyo County facilities that are served by SCE. This program was funded by the California Public Utilities Commission (CPUC) and implemented by the Eastern Sierra Energy Initiative. These devices use infrared sensors to detect motion. When a workspace is unoccupied for 30-minutes the power strip shuts off leaving power to only the devices that need it.

✓ ***Small Business, Direct Install Programs***
Each business received, for free, an energy use evaluation, up to $10,000 of equipment and the actual installation. The program provided 170 installs in Inyo County, including Bishop, and reported a savings of 528,905 kilowatt hours on an investment of $235,701. This program was funded by the CPUC and implemented by SCE and the Eastern Sierra Energy Initiative.

✓ ***Lighting Replacement***
The County is currently undertaking an energy efficiency upgrade which will include the removal and disposal of existing lighting system components and replacement with new energy efficient fixtures and components. It consists of the removal and replacement of existing T-12 fluorescent fixtures and tubes and replacement with T-8 tubes and fixtures Funding was provided by the California Energy Commission (CEC) through its Energy Efficiency Block Grant.

✓ ***Inyo County's Rooftop Solar Project***

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Presently, the County is working on funding opportunities for a rooftop solar project for the Annex building and Courthouse property, located in Independence. The project will include Photovoltaic panels on the ground, as well on roofs.

- ✓ ***Comprehensive Mobile Home Program (CMHP)***
  Currently, assessment and installations of water and energy saving products will be provided to mobile homes. These products include: low-flow showerheads, faucet aerators, and HVAC fan motor upgrades. The installation goal is about 100 installations for Inyo County and the City of Bishop. This program is being funded by the California Public Utilities Commission (CPUC) and implemented by the Eastern Sierra Energy Initiative and Synergy Companies.

- ✓ ***Community Development Block Grant (CDBG) – Clean Air Projects Program (CAPP)***
  The County is in the process of receiving money from the CDBG CAPP program. This money is unrestricted in the types of clean air projects it can be used for, including energy efficiency projects. Projects proposed for this funding include, HVAC upgrades at the Annex building in Independence, Statham Hall in Lone Pine and the Legion Hall in Independence. These upgrades are expected to have a payback time of 5-7 years and could result in up to 20% reduction in energy use costs (based on savings for the Annex building).

- ✓ ***LED Street Light Replacement***
  The County Public Works department is presently working with LADWP and the Lighting Districts of Big Pine, Independence and Lone Pine to update existing street lights with LED bulbs. This project is currently in the preliminary planning stages and the lighting will be funded by the capital improvement funds of the individual lighting districts. The actual work will be performed by LADWP staff.

- ✓ ***Analysis of County Vehicle Fleet***
  The office of the County Administrator has begun an analysis of the County's vehicle fleet. This will include a study of fuel/energy cost savings options.

1.2 Other Agency Activities, Goals, and Standards

In addition to energy policies, and the standards and goals developed in this Energy Action Plan, there are numerous activities, goals and standards at the Federal, State, Local, and Utility level. These include:

State Of California

- ✓ **Assembly Bill 32** encourages local governments to reduce greenhouse gas emissions to 1990 levels by 2020 (about 15% reductions). The California Air Resources Board (ARB) partnered with the California Climate Action Registry (CCAR), The Climate Registry (TCR), and Local Governments for Sustainability (ICLEI) to create a set of methodologies and data sources to inventory GHG emissions and to quantify the impact of programs implemented by local governments.

- ✓ **Title 24** requirements were established to reduce energy consumption throughout California. This includes keeping equipment and technology updated to increase efficiency. Many local governments are establishing "reach codes" to exceed Title 24 Requirements by a certain percentage.

- ✓ **CALGreen:** The 2010 California Green Building Standards Code (CALGreen) became effective January 1, 2011. There are both mandatory and voluntary measures for residential

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and nonresidential buildings. The voluntary measures have two "tiers" of standards that local governments can require or base their standards on.

- ✓ **Senate Bill X 1-2** The California Renewable Energy Resources Act will require all California electricity providers to reach at least 33% renewable sources by 2020 while controlling how this will impact rates. This will involve placing limits on the cost of renewables. The bill will also "streamline" permitting for renewable energy projects.

Local Utilities

- ✓ **Southern California Edison (SCE)** is in the process of conducting strategic plan activities in relation to energy efficiency specifically related to local governments. SCE is funding multiple projects throughout California to promote long-term, sustainable changes.

Local Agencies

- ✓ **Mammoth Lakes Sustainable Communities Planning Grant & Incentives Program** will update the town's zoning code to incorporate the recent changes in the General Plan which encourage "smart growth and sustainability." Although this is in a separate county, Mammoth Lakes has adopted a procedure to allow for various incentives in exchange for provision of community benefits. Some incentives include financial incentives such as rebates of planning fees, incentives in regards concessions to requirements of building envelopes, height, and square footage.

1.3 General Approach

Any Energy Action Plan requires a wide range of strategies to reach the intended goals. After reviewing the annual energy costs of the organization's facilities, the County has decided to take the steps described below to reach these goals.

a. Continue to use the Energy Star Portfolio Manager, utility manager system, to track and analyze energy use.
b. Determine how and where energy is being consumed throughout County facilities.
c. Establish benchmarks with the Portfolio Manager and set goals based on the Energy Star rating system.
d. Document and publish baseline energy use and provide updates on an annual basis.
e. Maintain the website that has been created for the Cost, Energy and Service Efficiencies Action Plan to provide information on programs and incentives for energy reduction in residential and commercial facilities.
f. Implement the policies that have been developed as part of this planning process to reach energy reduction goals.
g. Continue to hold meetings with the Planning Commission, Board of Supervisors and the Boards and Commissions of Inyo County entities and project stakeholders to review the progress in reaching energy reduction goals and refine them as needed.

SECTION 2 – COUNTY OF INYO'S ENERGY USE

The County has evaluated the level of current energy use at its facilities. This information was used to develop the policies and implementation strategies to reduce energy use. This section describes the process that was used to acquire past and current energy data to identify the facilities with the greatest energy usage.

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2.1 Utility Manager System

Purpose – The key to success in managing energy use for the County is the implementation and maintenance of a Utility Manager System (UMS). The UMS provides a consistent platform to evaluate energy use and cost patterns of facilities. The purpose of the utility manager is to provide efficient access to the actual, on-going, energy use at specific County facilities. Objectives of this program are to:

a. Develop energy benchmarks[3] for each facility.
b. Track energy use on a continuous basis and summarize on an annual basis.
c. Compare energy benchmarks to other facilities and to other energy industry standards.
d. Measure success in reducing energy use.
e. Afford easy access to the information in order to integrate energy consciousness into the ongoing actions and activities of the County and its stakeholders.

Description – After reviewing several utility manager systems, the County chose the Energy Star Portfolio Manager (ESPM). It is a free online program that is currently being used to track Inyo County's energy use. Data for facilities that get electricity from Southern California Edison (SCE) is automatically entered each month. Data for facilities that get electricity from the Los Angeles Department of Water and Power (LADWP) and the data for propane gas (Amerigas) is entered manually. Buildings are then compared to each other with respect to various metrics used to monitor energy consumption and energy efficiency and can also be compared to similar buildings throughout the country, as well as, receive an "Energy Star Rating." If this rating is above 75, the building is considered highly efficient and qualifies to receive energy star recognition.

Why Energy Star Portfolio Manager? – The ESPM is free, and is accessible to anyone or any organization through easy, but password protected internet access. It is also well maintained and well supported by the US Environmental Protection Agency. ESPM support includes on-line training documents and an account representative available through email or phone. Like any software system, it requires dedicated time to be implemented to its highest and best potential. Once setup, the ESPM is fairly simple and straight forward, making it easier for other local entities to follow the County's lead in Energy planning.

2.2 County of Inyo's Baseline Energy Use

Annual Energy costs

It is important to identify where and how energy is being consumed, in order to evaluate which facilities offer the highest potential to reduce energy use and save money. To accomplish this, the first step is to identify the specific County facilities to be evaluated. Then, obtain the utility bills for all of the energy use at each of the target facilities (electricity, gas, propane, etc.).

Currently, the County purchases energy from the following entities:

- ✓ Southern California Edison and Los Angeles Department of Water and Power (LADWP) provide electricity.
- ✓ Amerigas provides propane.

[3] Energy Benchmarking is the process of comparing energy use metrics of a building against similar facilities to help understand the relative energy efficiency of the building.

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- ✓ The County also uses significant gasoline and diesel in the motor pool and other vehicle fleets.

Table 1 shows the costs of annual energy use for County facilities by electricity and propane gas. In developing Table 1, the County is establishing a baseline from which all future energy efficiency will be compared.

Table 1. Gross Annual Energy Cost for Inyo County Facilities
All benchmarked county facilities (SCE & DWP Accounts)

Year	Electricity Costs	Propane Costs	Gas & Diesel Costs	Total Energy Costs
2009*	$ 40,870	$ -	$ -	$ 40,870
2010*	$ 275,097	$ 55,913	$ -	$ 331,010
2011	$ **325,683	$ 137,455	$ 847,092	$** 1,310,230

**Partial: Do not have data for all facilities, vehicles, and months.*
*** Bishop Library costs estimated.*

Table 2, below, illustrates the costs, shown in Table 1, for 2011 including the vehicle fleet, broken down by fuel type. The table illustrates the percentage spent on gas versus electricity.

Table 2. 2011 Total Inyo County Energy Usage
All benchmarked county facilities (SCE & DWP Accounts)

Energy Type (Unit)	Annual Consumed	Annual kBtu	Annual Cost	Percent of Total Facility Cost
Electricity (kWh)	2,197,000	7,496,470	$ 320,420	25%
Propane (Gallons)	72,567	6,712,429	$ 137,969	11%
Unleaded (Gallons)	189,847	21,642,555	$ 665,733	51%
Diesel (Gallons)	47,197	6,112,012	$ 181,359	14%
TOTALS	**N/A[4]**	14,208,900	$ 458,388	100%

Through the Energy Star Portfolio Manager and development of Tables 1 and 2, the County has defined the baseline year of 2011. It was developed by using 12 months of energy use data.

2.3 Where Energy is Consumed

Table 3 illustrates the electricity use at individual facilities. It shows both the total usage and the use per square foot. The use per square foot is included to normalize each building, making them comparable, and highlighting the buildings that are the least efficient. This chart also highlights the most efficient buildings.

[4] This column cannot be summed the since the units of electricity, propane, gas and diesel are different

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Table 3. 2011 Inyo County Energy Usage by Location				
Facility	Use per square foot ($/sf)	(kBtu/sf)	Total Energy Usage (kBtu)	Annual Cost
Juvenile Detention Center	$4.63	172.9	1,668,532	$ 45,348
County Services Bldg. (S. St)	$3.64	74.5	412,499	$ 20,106
Courthouse & Annex	$3.45	115.3	4,108,024	$ 124,480
HHS - Grove St Bishop	$3.41	N/A	N/A	$ 29,527
Bishop Senior Center	$3.41	105.6	528,035	$ 17,777
Inyo County Jail	$3.18	112.7	408,9643	$ 115,041
Administration - Bishop	$2.67	48.4	253,027	$ 14,122
Administration - Indy	$2.06	36.3	191,742	$ 11,068
Eastern California Museum	$1.94	48.4	284,828	$ 10,785
HHS & Probation (Main St.)	$1.81	38.7	334,518	$ 15,413
Road Shop Independence	$1.59	57.1	650,398	$ 18,745
Water Department Building	$1.51	39.7	272,270	$ 10,863
Airport Terminal	$1.40	N/A	N/A	$ 7,034
Big Pine Legion Hall	$1.00	37	210,690	$ 5,360
Bishop Library/Offices	$0.58	54.4	281,768	$ 2,840
Airport Hangers 1, 4, 6, 7, 8	$0.16	6.6	387,439	$ 9,879

Table 4 illustrates the costs associated with the County vehicle fleets. This data is taken form the fiscal year (FY) 2010-2011.

Table 4. Inyo County Vehicle Fleet FY2010-11				
Fleet	Unleaded (gallons)	Diesel (gallons)	Cost	Percentage of Total Vehicle Cost
Waste Management	*34,687**	N/A	$ 123,000	15%
Road Department	25,186	47,197	$ 272,342	32%
Motor Pool	*129,974**	N/A	$ 451,750	53%
TOTALS	38,160	47,197	$ 847,092	100%

** This number was estimated based on total cost and average gasoline rate per gallon.*

Figures 1a and 1b illustrate the annual electricity use by the individual facilities. It was generated using the Energy Star Portfolio Manager.

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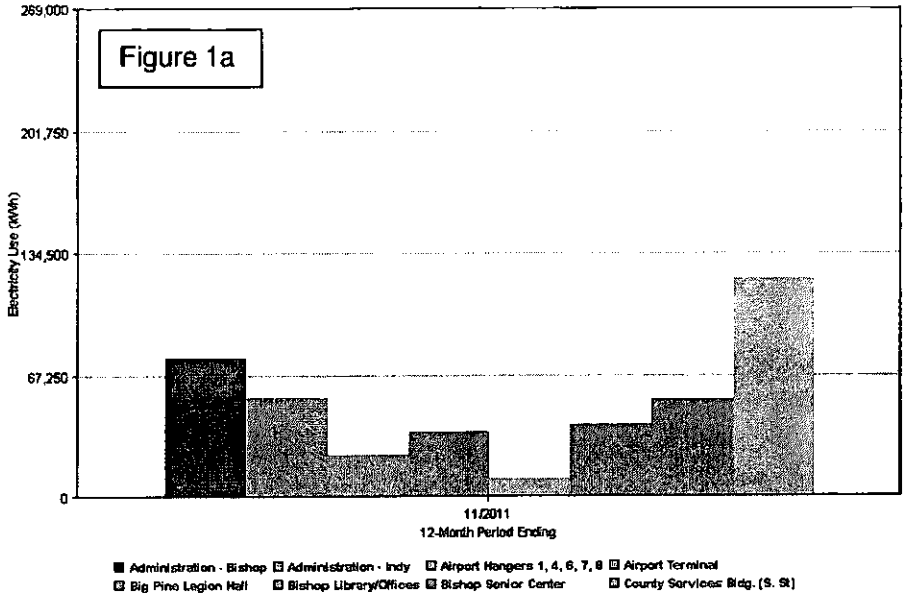
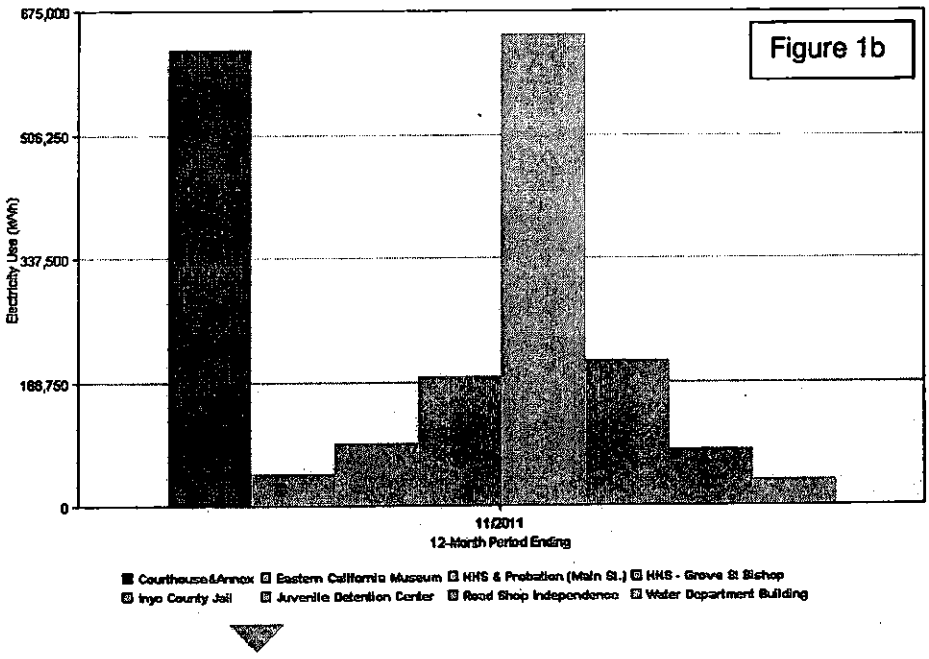
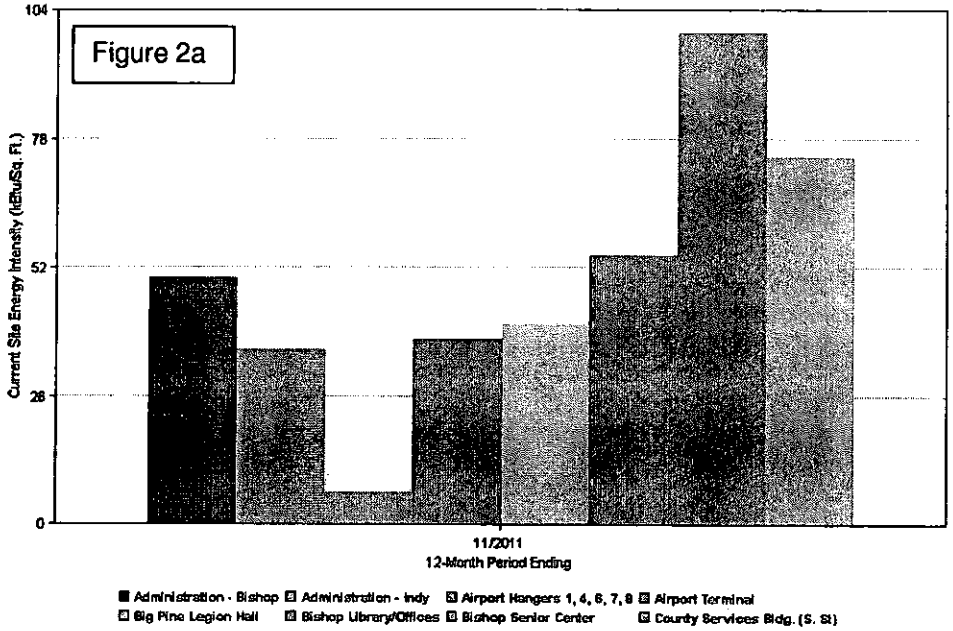
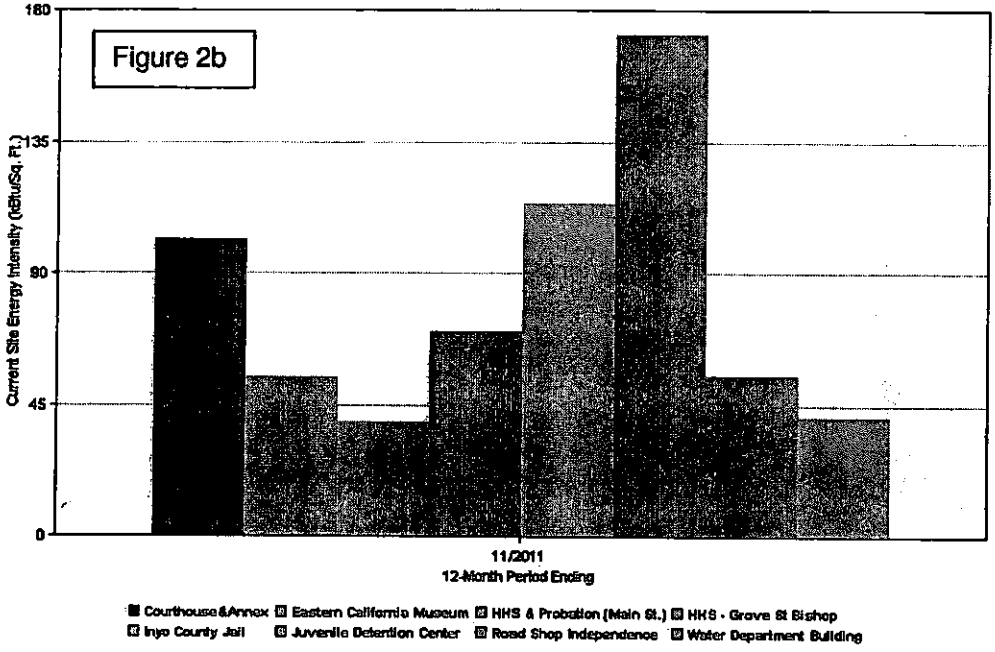


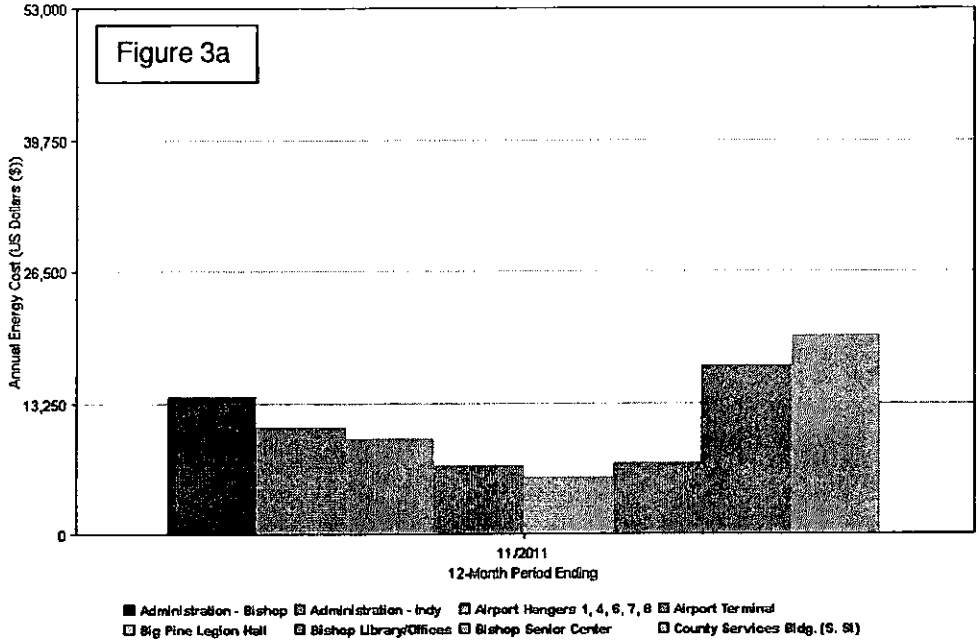


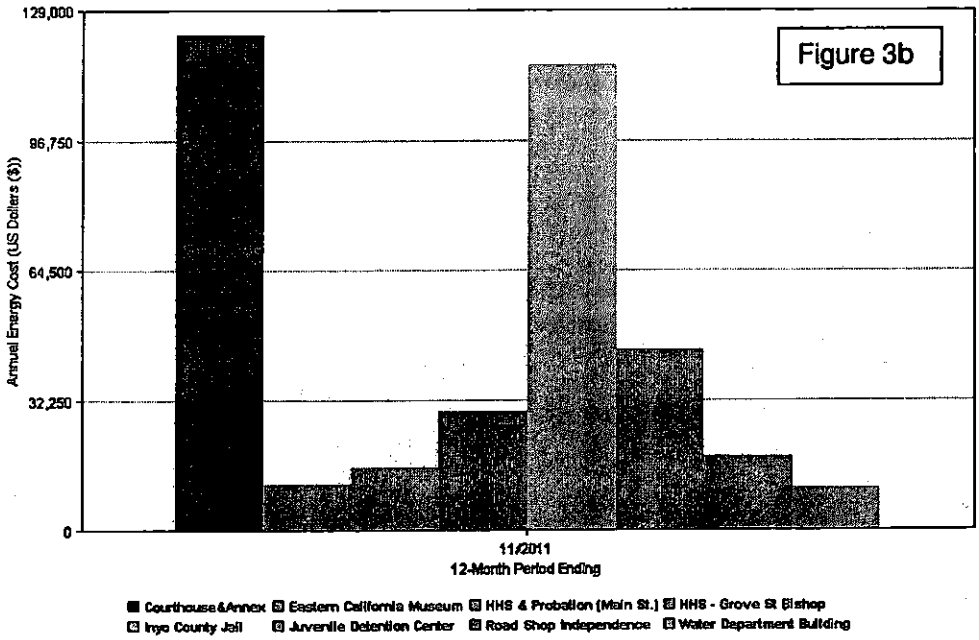
Figures 2a and 2b illustrate annual electricity use per square foot using the same data as above. By dividing the electricity use by the facility size normalizes the data and makes it possible to compare the efficiency of each building. It is important to note that although Figure 1b suggests the Inyo County Jail uses the most total electricity annually, Figures 2b shows that Juvenile Detention Center uses the most electricity per square foot.



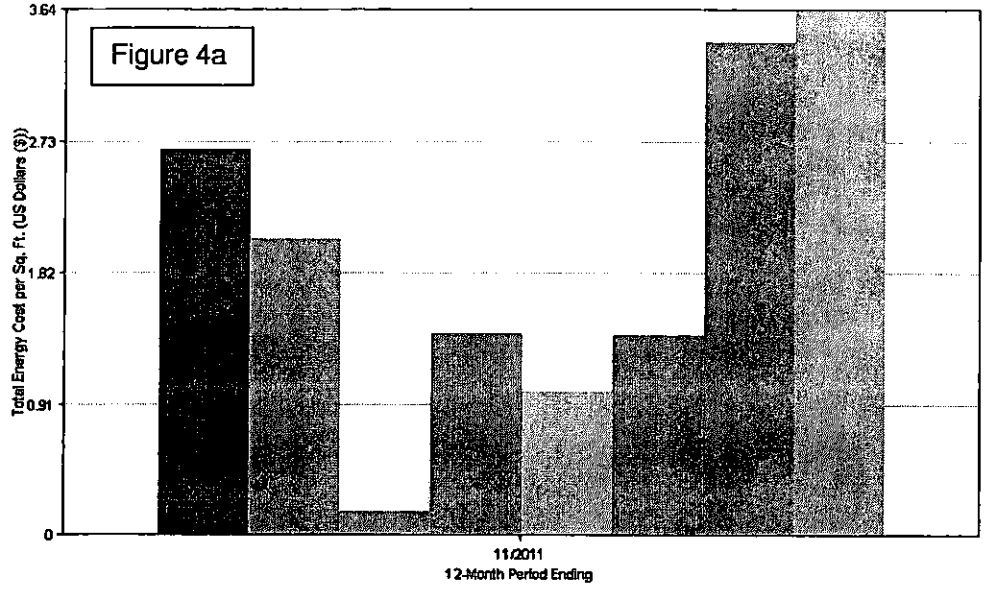


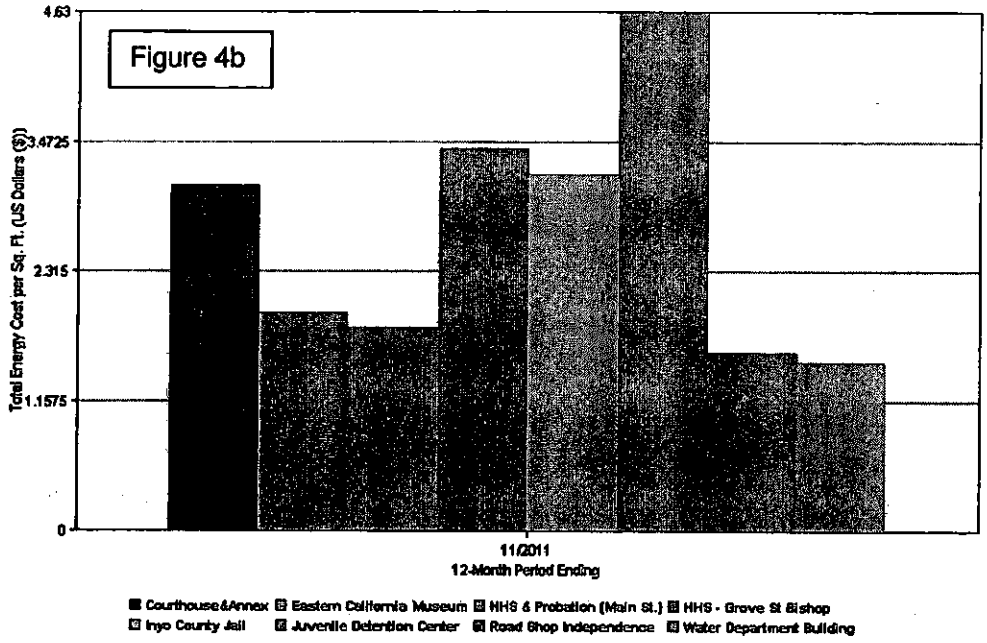
Figures 3a and 3b illustrate the annual cost of each facility using the same data as above. This often holds the most meaning to local governments and organizations because it highlights areas that could potentially save money.





Figures 4a and 4b illustrate the cost per square foot of the County facilities. This may be significantly different than Figure 2 due to tiered pricing.





2.4 Identifying Highest Cost and Least Efficient Facilities

The facility descriptions below are based on the compiled 2011 energy data with background information obtained from interviews with maintenance and operations staff. The facilities are listed from least to most efficient electrical use. Each description lists the annual cost of energy; cost per square foot; the kilowatt hours per square foot; and, the gallons of propane used per square foot (the buildings are ordered by cost per square foot, highest to lowest).

1 **Juvenile Detention Center, Indy** $45,348 $4.63/sf 20.5 kwh/sf 1.1 gal/sf

Issues:

a) This facility contains a non-commercial kitchen which is constantly being used. Most appliances may not be energy efficient.
b) Facility uses 100% outside air which requires significantly more energy compared to a conventional building which uses only 30% outside air.

Potential Energy Measures (policy or project):

a) Kitchen equipment could be replaced by Energy Star equipment.
b) Balancing codes issues, the system should be retro-commissioned, and the system should be modified to allow for a mix of return air.

2 **County Services Building, S Street, Bishop** $20,106 $3.64/sf 21.8 kwh/sf No Propane

Issues:

a) The equipment appears to be improperly sized for the facility and runs continuously.
b) Although there are economizers, the building is heated and cooled by a heat pump.

Potential Energy Measures (policy or project):

a) Load calculations should accompany a retro-commissioning of the major HVAC equipment and systems.
b) Heat pumps employ electric heating override, which in the Inyo County climate results in the over-reliance on low efficiency (high cost) electric heating. A policy could be considered to move towards high efficiency, propane or natural gas fired heating as the heat pumps are replaced with "gas pack" HVAC equipment.

3 **Courthouse, Annex and HHS, Indy** $115,041 $3.45/sf 17.7 kwh/sf 0.6 gal/sf

Recent Updates: The annex building has a new cool roof and has recently had a lighting retrofit. Electricity usage may decrease in the future due to these improvements.

Issues:

a) The courthouse uses 32 window-mounted air conditioners, running almost 24-hours a day during the hot season, which are not efficient.
b) There is very little insulation inside the building.
c) The existing HVAC equipment requires maintenance and upgrades.

Potential Energy Measures (policy or project):

a) Window air conditioners provide the least energy efficient means of cooling. Although expensive, the County should consider more conventional commercial grade package HVAC. In the interim, consider installing programmable thermostats on each of the A/C units.
b) The building insulation should be upgraded to mandatory CalGreen standards.
c) The County should develop an equipment replacement schedule and plan to ensure that improvements and emergency replacements are accomplished with the most energy efficient equipment.

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4 HHS Grove St., Bishop $29,527 $3.41/sf 20.6 kwh/sf No Propane

Issues:

a) This is a county leased facility and none of the equipment has been replaced in the last 20 years. Most of the equipment is at or near the end of its "design" its expectancy.
b) The entire facility only uses low efficiency (high cost) electric heating.
c) The facility is poorly ducted which results in poor air flow distribution.
d) Insulation is currently only R8

Potential Energy Measures (policy or project):

a) The County may want to work with the landlord to ensure that when the equipment is replaced, it is replaced with high efficiency (energy star rated) systems.
b) Although potentially expensive, in conjunction with 'a' above, as the equipment is replaced, it should be replaced with high efficiency, propane or natural gas fired heating as the heat pumps are replaced with "gas pack" HVAC equipment.
c) Depending on the amount of complaints, the County may want to work with the landlord to ensure that when the equipment is replaced or retro-commissioned it meets current mandatory CalGreen and Energy Star ventilation standards.
d) The County should consider energy efficiency/cost when choosing buildings to lease.
e) Insulation should be considered as an improvement project. It should meet mandatory CalGreen standards (R-30 and above).

5 Bishop Senior Center, $17,777 $3.41/sf 10.7 kwh/sf 10.7 gallons/sf

Issues:

a) Although some equipment upgrades have been done at this site, it still has the least efficient propane use. A daily lunch program is prepared in the building which may contribute to the high propane use.

Potential Energy Measures (policy or project):

a) SCE may have funding to perform an energy audit of this facility to provide an assessment and recommendations.

6 Inyo County Jail, Independence $45,348 $3.18/sf 20.5 kwh/sf 1.1 gal/sf

Issues:

a) High electricity use may be due to the use of heavy-duty laundry equipment.

Potential Energy Measures (policy or project):

a) A laundry system audit should be considered.

7 Administration, Bishop $14,122 $2.67/sf 14.7 kwh/sf No Propane

Issues:

a) This facility has all electric heating supplied by one package unit with resistive central heating.
b) This building also has AC with 3 thermostats.

Potential Energy Measures (policy or project):

a) Electrical heating is the most expensive form of heating. Although expensive, the County could consider an upgrade to propane or natural gas heating.
b) Consider installing programmable thermostats on each of the A/C units.

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8 **Administration, Independence** $11,068 $2.06/sf 10.4 kwh/sf No Propane

Issues:

a) This facility uses heat pumps to heat and cool the building, which uses electric heating override (electric resistive backup).
b) There is one AC package central unit.

Potential Energy Measures (policy or project):

a) Heat pumps employ electric heating override, which in the Inyo climate, results in the over-reliance on low efficiency (high cost) electric heating. A policy could be enacted to move towards high efficiency, propane or natural gas fired heating as the heat pumps are replaced with "gas pack" HVAC equipment.
b) Consider retro-commissioning the A/C package (central) unit. Ensure that there is a programmable thermostat that controls the system.

9 **Eastern CA Museum, Independence** $10,785 $1.94/sf 7.5 kwh/sf 0.25 gal/sf

Issues:

a) The main building was built in 1969 with a new wing added in 2000. It does not have windows.
b) Due to the use of the building, temperature control is required 24 hours per day, seven days a week.
c) It has an air conditioning unit that is rated at SEER 10 and 90+ heat split systems.

Potential Energy Measures (policy or project):

a) Because this building has low energy intensity, it is not considered to be a candidate for retro-commissioning or energy retrofit(s). However, because it does require 24 hours per day temperature control, the baseline vs. current energy use should be carefully reviewed each year.
b) Upgrade AC unit to a SEER 13.

10 **HHS & Probation, Bishop** $15,413 $1.81/sf 9.8 kwh/sf 0.06 gallons/sf

Issues:

a) This facility has package units to cool the building.
b) It also has 5 to 6 heat pumps, but only one has been updated in the past 5 years.
c) This building has individual programmable thermostats.

Potential Energy Measures (policy or project):

a) SCE may have an incentive program for upgrading the package unit.
b) Heat pumps employ electric heating override, which in the Inyo County climate results in the over-reliance on low efficiency (high cost) electric heating. A policy could be enacted to move towards high efficiency, propane or natural gas fired heating as the heat pumps are replaced with "gas pack" HVAC equipment.

11 **Road Shop, Independence** $18,745 $1.59/sf 6.7 kwh/sf 0.37 gallons/sf

Issues:

a) This facility is made up of a mechanic shop and offices, all of which are refrigerated.
b) It has split units, suspended heaters, and is swamp cooled.

Potential Energy Measures (policy or project):

a) Because this building has low energy intensity, it is not considered to be a candidate for retro-commissioning or energy retrofit(s). However, because it does require 24/7 temperature control, the baseline vs. current energy use should be carefully reviewed each

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year.

12 Water Department Independence $10,863 $1.51/sf 5.2 kwh/sf 0.23 gallons/sf

Current Use:

a) This facility is currently swamp cooled but the occupants have requested AC. Windows have recently been replaced. Energy usage may decrease in the future due to these improvements.

b) Users are energy conscious and rarely use overhead lights. Users also have task lighting with individual desk lamps.

13 Airport Terminal, Bishop $7,034 $1.40/sf 7.2 kwh/sf 0.15 gallons/sf

Issues:

a) This facility has a split system with 80% efficiency on gas, and 8 SEER for cooling.

Potential Energy Measures (policy or project):

a) SCE may have HVAC incentive programs available to upgrade the split system to higher efficiency units.

14 Big Pine Legion Hall $5,360 $1.00/sf 1.7 kwh/sf 0.34 gallons/sf

Issues:

a) This facility is a community center that offers a senior program.
b) It is swamp cooled.
c) There is currently an old heater and propane meter that requires upgrades.
d) Temperature is controlled by a Honeywell Manual Thermostat

Potential Energy Measures (policy or project):

a) Because this building has low energy intensity, it is not considered to be a candidate for retro-commissioning or energy retrofit(s).
b) When the heater is replaced, an Energy Star rated heater should be considered.
c) A programmable thermostat should be considered.

15 Bishop Library/Offices $2,840 $0.58/sf 7.6 kwh/sf 0.3 gallons/sf

Issues:

a) This facility has two split systems, 8 SEER, 15T Cooling 10T heating, and 80% heating.
b) It was built in the 1950s.
c) The building has very little insulation.
d) There is a programmable system that is not in use.
e) This facility is open only weekends and evenings.

Potential Energy Measures (policy or project):

a) A cool roof is scheduled to be installed at this site, which will help with the insulation and energy efficiency.
b) Because this building has low use, and correspondingly low energy intensity, it may not be cost effective to construct an energy retrofit. However, new HVAC systems should be considered as they have SEER's of 16 (they are twice as efficient), mandatory CalGreen standards for insulation and a programmable thermostat should be considered.

16 Airport Hangers 1, 4, 6, 7, 8, Bishop $9,879 $0.16/sf 0.4 kwh/sf 0.06 gal/sf

Update: The hangers are large warehouses with no occupants. The area is used for storage and has very low energy consumption. It is one of the most efficient facilities in the county.

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Potential Energy Measures (policy or project):

d) Because this building has low energy intensity, it is not considered to be a candidate for retro-commissioning or energy retrofit(s).

SECTION 3 –TARGET REDUCTION STRATEGY

The County's target reduction goal is to reduce energy usage *5%-10%* and strive to meet this reduction by the year *2016.* To accomplish this goal, the following strategies will be employed.

3.1 Organization's Facilities Strategy

Implementation of the Benchmarking, Advance Program Code, and Commissioning/Retro-Commissioning (Cx/RCx) Policies (see Appendices, B, C and D for full policy and procedures reports) will provide the guidance and structure the County can follow to achieve energy efficiency goals.

Benchmarking

Goal: Use the Energy Star Portfolio Manager as an energy use evalaution and benchmarking tool to help the County reduce its energy consumption.

Policy:

1. All county facilities over 4,500 sf will have an energy use and cost evaluation that will be used to establish a baseline for each facility.
2. County facilities that meet the criteria, of the Energy Star Portfolio Manager, will also receive a benchmark rating.
3. The baselines and benchmarks established with the Portfolio Manager will be used to set target energy use and costs reductions.
4. Annual reports will be created to track the progress from baseline conditions to current conditions.
5. The County may choose to apply for the Energy Star distinction for buildings that qualify.

Advance Program Code

Goal: Advance Program Code policies will be adopted to ensure that new and existing county buildings function in a manner that promotes energy efficiency, and optimizes equipment operation, which will lead to cost savings.

Policy:

1. Energy reduction programs and strategies will be evaluated for fiscal soundness. If a particular program or strategy has an obvious long-term cost savings benefit to the County it will be considered. This analysis will be based on the cost of incorporating energy reduction strageies and materials in a project compared to the estimated savings these strategies and materials will provide, and will be performed during the project planning stage. An energy efficiency project should result in enough savings to eventually cover its initial costs. The acceptable payback period is about 10 years, which assumes that annual cost savings due to the project are about 10%. Programs and strategies that do not show the ability to save the County money in energy

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costs may not be acceptable even if they show the abilty to reduce energy use. The final determinations will be made by the Board of Supervisors.

2. Energy Star:

   a. The county will use the Portfolio Manager rating system of 75-points or higher for its facilities.

   b. County buildings will be reevaluated every year for performance and rating.

   c. The county will evaluate facilities that rate 75-points or higher on the Portfolio Manager system and depending on the budget, may apply for Energy Star certification.

   d. Buildings that cannot be benchmarked using Portfolio Manager will be evaluated by energy use per square foot.

3. CALGreen

   The County's current building stock is made up of older buildings. Buildings that were evaluated with the Portfolio Manager have a building date range from 1921 to 2000. The median built date for these buildings is 1970. Due to the age of the County's building stock, and the lack of plans for new County buildings, as well as very limited funding, the County has chosen to update its facilties by first following the mandatory Title 24 part 6, California Energy Code and part 11 Califonia Green Building Standards (CALGreen) requirements, as both were adopted/updated after all of these facilities were built. As individual energy reduction projects are completed and are up to current standards, additional voluntary measures will be considered.

   a. New building and the remodeling/upgrading of existing County facilities, as they are programed, will be conducted with energy use and building standards based on mandatory Energy and CALGreen codes. The County may also choose to evaluate these projects based on costs that are derived from a plans and specifications analysis with both mandatory requirements and with voluntary Tier I requirements. If the Board of Supervisors finds that the likely higher costs of voluntary Tier I standards, provides energy cost savings that justify the higher costs to the building or upgrade plans, they may choose to approve it.

   b. Once a new building is completed, or an existing one is upgraded, and after at least one full year of operation, it will be analyzed with Portfolio Manger. If, for the specific prior project, the use of CALGreen mandatory standards did not achieve a subsequent 75-point rating from the Portfolio Manager, then voluntary Tier I standards, based on CALGreen codes, will be considered for the next project (voluntary Tier I standards require a 15% higher energy efficiency rating as mandatory). This consideration will be based on costs that are derived from a plans and specifications analysis with both mandatory requirements and with voluntary Tier I requirements. If the Board of Supervisors finds that the likely higher costs of voluntary Tier I standards, provides energy cost savings that justify the higher costs to the building or upgrade plans, they may choose to approve it. The Board may also choose to analyze projects with CALGreen volunatry Tier II standards (voluntary Tier II standards require a 30% higher energy efficiency rating than mandatory) to achieve even higher energy performance/cost savings.

4. County staff will research and apply for grants to fund energy reduction programs.

5. The county will provide an information based program to the community providing resources and infromation about third party rating systems:

a. The County will publish information on Energy Star rankings, comparisons, and on energy star rated products..

b. The County will provide links on their website to resources for rebates and other energy based programs.

6. The County may consider an incentive program for private projects that voluntarily try to meet the 15% better than mandatory requirements to be consistent with voluntary CALGreen Tier I standards.

Commissioning/Retro-Commissioning (CX/RCx)

Goal: Commissioning and retro-commissioning policies will be adopted to ensure that county buildings function in a manner that promotes energy efficiency, cost savings, and optimizes equipment operation and occupant comfort. These findings will help to identify ways to ensure County facilities operate efficiently, which will lower overall energy use and provide cost savings to the county.

Policy:

Commissioning and retro-commissioning will be conducted, as funding is available, on County facilities to ensure that they function in a manner that promotes energy efficiency, cost savings, and optimizes equipment operation and occupant comfort. Based on the results of commissioning and retro-commissioning, the County's facilities may be updated to operate more efficiently, which will lower overall energy use, increase occupant comfort and productivity and provide cost savings to the county.

1. New facilities may be commissioned and existing County facilities retro-comissioned as appropriate. The basis for comissioning/retro-comissioning may be one or more of the folowing:

   a. The relative building energy efficiency (benchmark comparison). The County has established a 75-point rating from the Energy Star Portfolio manager as its facilities goal.

   b. The size of a specific buidling (buildings should be 10,000sf for CX/RCx, per CALGreen).

   c. The total energy use or cost of a specific building.

   d. The number of comfort (or other) complaints from occupants.

   e. As a part of a major renovation of a specific buidling.

2. Retro-commissioning will be based on mandatory CALGreen guidelines. Buildings that show the least efficiency through benchmarking will be identified for retro-commissioning. The depth and timing of retro-comissioning will be based on the above criteria and on available funding.

3. New County owned or County occupied buildings will be considered for comissioning, as funding allows, prior to occupancy and/or as a part of the design process. Commissioning of planned new buildings will be based on the mandatory CALGreen standards.

4. New County buildings may be Commissioned, during the planning and construction stages, as funding allows.

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5. Exsisting buildings, and new facilities built after 2013, may be considered for retro-commissioning at least once every 10-years. Results will be reported to the County as a part of the continuous benchmarking and reporting policy.

6. Depending on funding availability, the County will implement appropriate system modifications and efficiency projects identified during commissioning.

3.2 Outreach Strategy

This EAP was developed from the EAP-template created specifically for this planning effort. It is available to anyone via the County's website. Creating the EAP illustrates the County's desire to 'lead by example' in energy planning efforts and hopefully will inspire other entities operating in the County to create their own EAPs. Outreach to County departments, stakeholder groups and the greater community was detailed in the Public Participation Plan and conducted through of a series of public meetings, one-on-one meetings, and conference calls. In addition, a website, accessible through the County's planning website, allows for public comment on deliverables as they are developed and will continue to be used for updates and information on incentive programs.

SECTION 4 – ACTION STEPS

Section 3 explained the policy implementation strategies that the County will use to reach the target goal(s). This section explains specific projects in greater depth.

- The County will use the EPA's Portfolio Manager to benchmark energy use and to track EAP program success. The baseline year is 2011.

Benchmarking, Advance Program Code and Cx/RCx policies have been established using the State of California's mandatory Title 24, Part 11 CalGreen regulations. These policies will be used to guide new building and the remodeling and upgrading of existing County facilities. Mandatory regulations will be followed as a matter of course; in the event that the mandatory requirements do not get the County to its reduction goals, voluntary measures may be considered by the Board of Supervisors.

4.1 Facility Energy Efficiency Projects

Potential Future Projects
Below is summary of the energy projects the County may consider in order to further increase energy efficiency.

1. **Energy Star Certification**
   Based on the Energy Star Portfolio Manager, the County may pursue Energy Star certification for the following facilities: the Bishop Airport Hangers, HHS & Probation building in Bishop, and the Water Department Building in Independence. These have Energy Star ratings greater than 75 and are considered within the top 25 percent for energy efficiency in the nation compared with similar buildings.

2. **RCx Projects:**
   Based on the square footage (10,000sf is necessary) of the County facilities, the current facilities that may possibly undergo RCx are as follows:

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Facility	City	Energy Use (kWh)	Size (sf)
Airport Hangers 1, 4, 6, 7, 8	Bishop	23,105	58,854
Courthouse & Annex	Independence	614,567	35,620
Inyo County Jail	Independence	636,518	36,296
Road Shop Independence	Independence	76,785	11,389
Juvenile Detention Center	Independence	93,526	9,650

3. Other Policies, Projects, and Programs

- ✓ Continue the cool roof program, by replacing roofs, as funding is available, with cool roof systems.
- ✓ Continue the window replacement program, by replacing windows, as funding is available, with energy efficient models.
- ✓ Continue the lighting project at all County facilities, by replacing bulbs, as funding is available, with more energy efficient models.
- ✓ Continue an occupancy sensor power strip program.
- ✓ Equip all facilities with programmable thermostats to ensure that heating and cooling is regulated properly.
- ✓ Consider the energy efficiency/costs of a building before leasing.
- ✓ Continue to pursue funding for roof-top solar projects and look into net-metering programs offered by SCE and LADWP for these projects.
- ✓ When possible, combine office spaces into a central, energy efficient, facility.
- ✓ Evaluate whether a compressed work schedule program, such as a 4-10 work week, would be feasible for a continued high level of service provision and County employees.
- ✓ Analyze the possibility of opening customer service locations one day a week in Lone Pine, Bishop and in Southeast County to reduce the need for customers to travel to Independence and cut down on vehicle miles. Allow County employees who live in these areas to work at the service locations to cut down on their travel miles, as well.
- ✓ Conduct further review of the Green House Gas analysis and the costs the County incurs for its current vehicle fleet. As vehicles need to be replaced consider upgrading the fleet to include economy, hybrid and electric vehicles.
- ✓ Set a goal to have a specific percentage of the vehicle fleet, based on fuel costs savings, be economy, hybrid and electric vehicles.
- ✓ Continue to evaluate the possibility of setting up plugs for electric vehicles at facilities throughout the County. This would provide the powering for any future electric vehicles the County adds to its fleet, as well as, provide a valuable service to Inyo County citizens and visitors.
- ✓ Design a program and scheduling scheme for ride sharing between employees for work related trips. This program could be as simple as leaving designated, fuel efficient, vehicles at county facilities and setting up an online signup sheet.
- ✓ Encourage employees who take vehicles home to use the most fuel efficient available.
- ✓ Evaluate the feasibility of setting up a funding program to pay for future energy efficiency projects with the savings from completed projects.
- ✓ Consider setting up a revolving loan program for employees to buy computers and eventually set up a system where employees can access the County system, allowing them to work from

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home. This can provide the opportunity to cut back on vehicle travel. It can also allow for continued work and communications during emergencies.

- ✓ These polices should be reevaluated annually, along with the yearly energy use analyses by planning and public works staff to see if they are achieving the County's energy reduction goals. Any proposed policy adjustments will need to be considered by the Board of Supervisors.

4.2 Funding of Projects

The California Energy Commission released a document in January of 2000 titled "How to Finance Public Sector Energy Efficiency Projects." It outlines what criteria a project should meet, ways to finance that project, and specific organizations in California that are available to help with funding. *http://www.energy.ca.gov/reports/efficiency_handbooks/400-00-001A.PDF*

Other potential funding resources are as follows:

- ✓ **SCE On-Bill Financing** is a 0 percent interest, no-fees loan program for energy efficiency projects. The program offers zero-interest loans for the installation of qualified energy efficiency equipment. Government and institutional loans have a minimum of $5,000 and a maximum of $250,000 and can be paid off in up to 10 years.
  http://www.sce.com/business/onbill/about-on-bill.htm

- ✓ **U.S Small Business Administration** (SBA) has the 504 Loan Program available to organizations that meet the SBA requirements. Specifically, the Energy Conservation Loan is to be used on projects that conserve energy use solar thermal of PV cells.
  http://www.energystar.gov/index.cfm?c=sb_state.sba_loans

- ✓ **California Energy Commission** (CEC) Energy Efficiency Financing Program is a loan program with 3% interest for local governments and public institutions. It can be used to fund energy efficiency projects involving lighting systems, pumps and motors, streetlights and LED traffic signals, automated energy management systems/controls, building insulation, energy generation including renewable and combined heat and power projects, heating and air conditioning modifications, and Waste water treatment equipment.
  http://www.energy.ca.gov/efficiency/financing/index.html

Rebates/Incentives

- ✓ **SCE** has multiple rebate/incentive programs and Energy Management Solutions. The Express Solutions available offer cash rebates to cover costs of upgrading to higher efficiency equipment. This includes lighting, air conditioning, food service equipment, refrigeration, and agricultural equipment. SCE also has Customized solutions that are for more specialized efficiency improvements. As mentioned above there is also a tired rate system based on the amount of energy that they consume. The following resources provide additional information regarding this program.
  http://www.sce.com/business/ems/customized-solutions/default.htm
  http://www.sce.com/business/ems/express_solutions.htm?from=express_solutions

- ✓ **LADWP** offers rebate and incentive programs including a Consumer Rebate Program, Low Income Refrigerator Exchange Program, and the Green Power Program. Most notably there is a solar rebate program that covers part of the costs of installing solar panels. The website also offers guides on energy efficiency.
  http://www.ladwp.com/ladwp/cms/ladwp001950.jsp

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- ✓ **California's State Energy Program** has a municipal finance program that will provide local governments with program start-up and ongoing costs, interim financing, interest rate buy-down, and property owner rebates. The program expects the local government to then use those funds to offer rebates to the community for energy efficiency projects. The CEC also has a Wind and Fuel cell Renewable Rebates Program.

Acceptable payback periods

Before implementing an energy efficiency project it is important to determine its feasibility. This includes both the ease of implementation and the payback period. An energy efficiency project should result in enough savings to eventually cover its initial costs. An acceptable payback period is about 10 years, which assumes that annual cost savings due to the project are 10%. Acceptable payback periods can differ depending on the funding available to the organization. The payback will be affected by the local utility provider's billing rates. SCE has a tiered structure which operates on a "the more you use, the more you pay" concept. The Utilities' current rates range from $0.11 to $0.21 per Kwh.

The County may consider pursuance of projects based on the following:

- ✓ "Low hanging fruit" – There are often simple operational changes that can be made to lighting, plug[5] loads or HVAC[6] equipment by simply turning them off when not in use. Payback can be as soon as 6 months.
- ✓ Scheduled capital maintenance or repair projects often offer the best return on investment by upgrading to the **most** energy efficient option. Even though the initial cost can be higher, the upgrade can pay back in 1 – 4 years.
- ✓ Lighting projects often pay back in the range of 2-5 years.
- ✓ Heating, ventilation, and air conditioning (HVAC) projects often pay back in about 4-12 years and can also improve comfort.

4.3 Policies

The County of Inyo will implement the policies described in Section 3.1 with the goal to increase energy efficiency and cost savings. Implementing flexible, streamlined programs will allow the County to comply with state and federal regulations as well as reduce energy costs. These policies include:

- ✓ **Benchmarking Policy** – *See Appendix B for more details.*
- ✓ **Advance Program Code Policy** – *See Appendix C for more details.*
- ✓ **Commissioning (Cx)/ retro-commissioning (RCx) Policy** - *See Appendix D for more details.*

In additon:

- ✓ **Conduct energy savings analysis for GHG inventory**

  An energy efficiency savings analysis provides the foundation for an annual greenhouse gas inventory. This plan will include management structure to oversee energy programs, goals to reduce energy and greenhouse gas, and specific programs to achieve those goals.

[5] Plug loads refer to anything that is plugged in. Often times computers, copiers, printers, fax machines are left on all night and all weekend. These "vampires" waste significant power.

[6] HVAC is the abbreviation which refers to equipment associated with comfort heating, comfort cooling, and fresh air ventilation. This accounts for 20% to 40% of the energy used in most buildings or residences. HVAC = heating, ventilating and air conditioning.

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4.4 Tracking & Reporting

Tracking
The Portfolio Manager will track energy usage, reduction, costs, and changes in the baseline. SCE facilities will be entered monthly using the automated benchmarking system while DWP buildings will be entered manually. County planning and public works staff will continue to use the Portfolio Manager to track the county's energy use and will report on conditions. This will be used to evaluate whether reduction targets need to be adjusted and if implementation measures are working.

Reporting
Some of the potential reporting methods are:

- ✓ Annual reports to the Board of Supervisors.
- ✓ Reports will outline the changes in energy use and cost.
- ✓ Energy Star benchmarking.

CONCLUSIONS

The County of Inyo will use the Energy Star Portfolio Manager as an energy use evaluation and benchmarking tool to help the County reduce its energy consumption. The County will benchmark all facilities that are 4,500sf or greater. The data taken from the ESPM will help the County form a strategy to increase energy efficiency by highlighting the least efficient facilities and areas that need improvement.

Requiring energy reduction standards for County owned buildings will result in cost savings to the County. It will also set an example for others operating or living in the county to reduce their energy use. Creating a combined incentive and informational based outreach program can involve the community in energy efficiency efforts and encourage energy reduction behaviors by all citizens.

The county may commission new buildings and retro-commission existing buildings that are identified through benchmarking or other key criteria. This policy will improve energy efficiency and reduce operations and maintenance costs. If funding is available, and depending on the severity of the occupant complaints and the potential to save money, commissioning will be completed by a certified professional working in conjunction with the M&O staff.

Any required system modifications that are identified through the commissioning process will be addressed based on the available budget. The CAL-Green commissioning and retro-commissioning standards will be followed. Staff training will primarily be with M&O staff and will include SCE guidelines for commissioning/retro-commissioning.

Requiring energy reduction standards for County owned buildings will result in cost savings to the County. It will also set an example for others operating or living in the county to reduce their energy use. Creating a combined incentive and informational based outreach program can involve the community in energy efficiency efforts and encourage energy reduction behaviors by all citizens.

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APPENDICES

Appendix A: Public Participation Plan

Appendix B: Benchmarking Policy

Appendix C: Advance Program Code Policy

Appendix D: Commissioning/Retro-commissioning Policy

Appendix E: CALGreen Guidelines – Appendix A5: Nonresidential Voluntary Measures

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Attachment B

Benchmarking Policy and Procedures

Strategic Plan Task 3.1.1: Deliverable 2.A.2

Funded by
Southern California Edison Company
Local Government Strategic Plan Strategies Program

2010 – 2012 Program Period
under the auspices of the California Public Utilities Commission

Prepared for:

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July, 2012

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Introduction to Inyo County's ENERGY USE

Benchmarking is the process of comparing energy use metrics of a building. Setting the benchmark allows for energy use comparisons against similar facilities to help understand the relative energy efficiency of the building. In addition, benchmarking reveals progress in achieving energy reductions. Inyo County has acquired and deployed EPA's Portfolio Manager System which will be used to evaluate existing and projected energy use for all qualifying county facilities. These benchmarks will set a baseline of energy consumption and costs that will be used to develop strategies for energy reduction and provide direction for cost savings.

Inyo County facilities that are larger than 4,500 square feet (sf) will be entered into the Energy Star Portfolio Manager to be evaluated for energy use baselines and benchmarking.

Inyo County may consider publishing the energy data in an online database that is accessible to the public to provide an easy way for County staff and the public to review the data, see the progress of this planning effort, as well as communicate achievements in meeting energy reduction goals.

Even though some buildings cannot be given a benchmarking score with the Portfolio Manager, it can still provide plenty of baseline information for non-benchmarked buildings that will help the County understand its energy performance.

Benchmarking Goals, Policies, and Responsibilities

Goal: Use the Energy Star Portfolio Manager as an energy use evalaution and benchmarking tool to help the County reduce its energy consumption.

Policy:

1. All county facilities over 4,500 sf will have an energy use and cost evaluation that will be used to establish a baseline for each facility, please see Appendix A for a list of county facilities that will be evaluated.

   County planning department and consultant team staff will provide utility use and cost data. County staff will enter Los Angeles Department of Water and Power (DWP) data into the Portfolio Manager and the consultant team staff will set up the automatic utility use and cost data upload to Portfolio Manager from Southern California Edison (SCE).

2. County facilities that meet the criteria, of the Energy Star Portfolio Manager, will also receive a benchmark rating.

   The Portfolio Manager results will be evaluated and reported by the consultant team staff. The Board of Supervisors will be advised about which buildings qualify for an Energy Star rating and can use this information to decide whether to have staff apply for this distinction.

3. The baselines and benchmarks established with the Portfolio Manager will be used to set the County's energy use and costs reductions.

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Consultant team and County planning department staff will present the benchmarking results to the stakeholders, the County Planning Commission and Board of Supervisors and suggest target energy reduction goals. The Board of Supervisors will approve all energy reduction targets.

4. Annual reports will be created to track the progress from baseline conditions to current conditions.

   County plannning and public works department staff will continue to use the Portfolio Manager to track the county's energy use and will report on conditions. This information will be used to evaluate whether reduction targets need to be adjusted and if implementation measures are working.

5. The County may choose to apply for the Energy Star distinction for buildings that qualify.

   The County Board of Supervisors will receive the initial report on the facilities performance and will continue to receive updates from planning department staff. They will use this information to decide whether to have staff apply for Energy Star distinctions for those buildings that qualify.

Benchmarking with the Utility Manager System

Purpose – The primary tool for developing baselines and benchmarking is a Utility Manager System (UMS). A UMS provides a consistent platform to evaluate energy use and costs. The utility manager will provide efficient access to the actual, on-going, energy use at specific County facilities. It will be used to:

a. Develop energy baselines and benchmarks[1] for County facilities.
b. Track energy use on a continuous basis and summarize on an annual basis.
c. Compare energy benchmarks to other County facilities and to other energy-industry standards.
d. Measure success in reducing energy use.
e. Afford easy access to the information in order to integrate energy consciousness into the ongoing actions and activities of the County and its stakeholders.

Why Energy Star Portfolio Manager? – The Energy Star Portfolio Manager (ESPM) is free, and accessible to anyone or any organization through easy, but password protected, internet access. It is also well maintained and well supported by the US Environmental Protection Agency. ESPM support includes on-line training documents and an account representative who is available through both email and phone. The ESPM can be automatically populated with data from Southern California

[1] Energy Benchmarking is the process of comparing energy use metrics of a building against similar facilities to help understand the relative energy efficiency of the building.

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Edison; and other utility company data, such as the Los Angeles Department of Water and Power, can also be entered into ESPM with relative ease. The County of Inyo is currently using the ESPM to evaluate County facilities. Like any software system, it requires dedicated time to be implemented to its highest potential. Once setup, the ESPM is fairly simple and straight forward, making it easy for other entities to develop their own energy reduction programs based on the County's example. Using the ESPM for benchmarking automatically lets the user know if a particular facility qualifies for an Energy Star distinction. This is based on a rated system of 1-100. Buildings of similar use and size are evaluated against each other. Those that rate at 75 or higher are considered top performers and can apply for an Energy Star award.

Inyo County's Baseline Energy Use

The first step in an energy reduction program is to identify where and at what rates energy is being consumed. To accomplish this, the first step is to identify specific County facilities to be evaluated, and then obtain the utility bills for each of the target facilities including: electricity, gas, propane, etc. Table 1 shows the costs of annual energy use for County facilities by electricity and propane gas. Table 2, illustrates the costs, shown in Table 1, for the most recent calendar year, also by electricity and propane gas.

Table 1. Gross Annual Energy Cost for Inyo County
SCE Facilities

Year	Electricity Costs	Propane Costs	Total Energy Costs
2009*	$ 39,322.40	$ -	$ 39,322.40
2010*	$ 273,227.84	$ 55,913.27	$ 329,141.11
2011	$ 320,419.70 **	$ 137,968.38	$ 458,388.08 **

**Partial. Do not have data for all facilities and months.*
***Excluding Bishop Library.*

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Table 2. 2011 Total Inyo County Energy Usage All county facilities (SCE & DWP Accounts)				
Energy Type (Unit)	**Annual Consumed**	**Annual kBtu**	**Annual Cost**	**Percent of Total Annual Cost**
Electricity (kWh)	2,197,000	7,496,470	$ 320,419.70	70%
Propane (Gallons)	72,567	6,712,429	$ 137,968.38	30%
TOTALS	**N/A**[2]	14,208,900	$ 458,388.08	100%

In developing Tables 1 and 2, the County is establishing a baseline from which all future energy efficiency will be compared.

Where Energy is Consumed

Table 3 illustrates the energy use at individual facilities. It shows both the total use and the use per square foot. The use per square foot is to normalize each building making them comparable and highlighting which buildings are the least efficient.

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[2] This column cannot be summed the units of electricity, vs. propane, are different

Table 3. 2011 Inyo County Energy Usage by Location			
Facility	**Use per square foot (kBtu/sq. ft.)**	**Total Energy Usage (kBtu)**	**Annual Cost**
Administration - Bishop	48.4	253027.2	$ 14122.48
Administration - Indy	36.3	191742	$ 11068.2
Airport Hangers 1, 4, 6, 7, 8	6.6	387439.2	$ 9879.46
Airport Terminal	N/A	N/A	$ 7,034.00
Big Pine Legion Hall	37	210689.8	$ 5359.85
Bishop Library/Offices	54.1	281767.7	$ 2839.38
Bishop Senior Center	105.6	528034.9	$ 17776.69
County Services Bldg. (S. St)	74.5	412499.2	$ 20106.23
Courthouse&Annex	115.3	4108024.3	$ 124479.86
Eastern California Museum	48.4	284827.5	$ 10784.73
HHS & Probation (Main St.)	38.7	334517.8	$ 15413.35
HHS - Grove St Bishop	N/A	N/A	$ 29,526.79
Inyo County Jail	112.7	4089643.4	$ 115040.84
Juvenile Detention Center	172.9	1668532.1	$ 45348.01
Road Shop Independence	57.1	650398.1	$ 18745.2
Water Department Building	39.7	272270.9	$ 10863.01

**Propane cost only.*

Figures 1a and 1b illustrates the annual electricity use by the individual facilities. It was generated using the Energy Star Portfolio Manager.

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Figure 1a

Energy Performance Graph November 2011

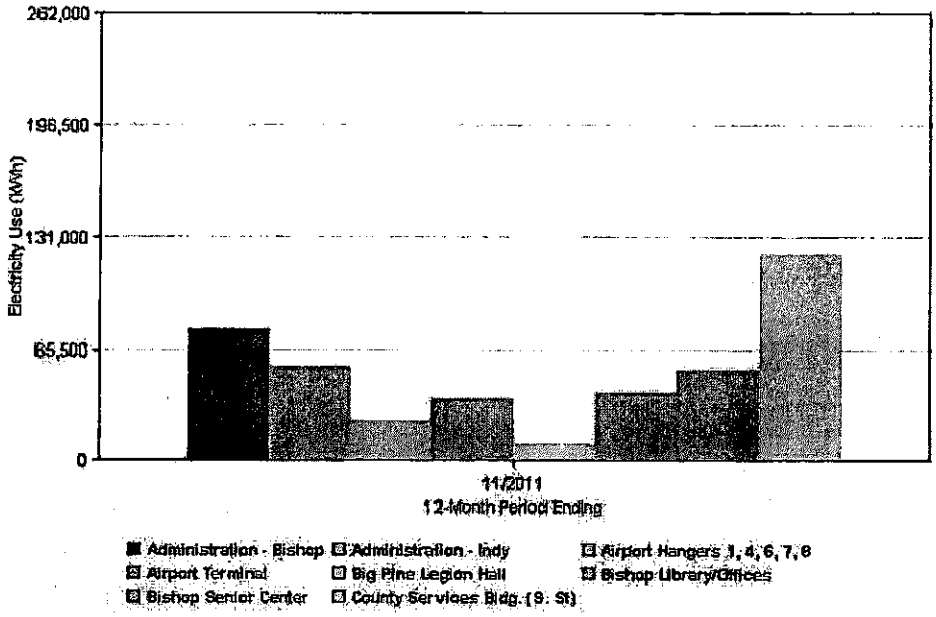
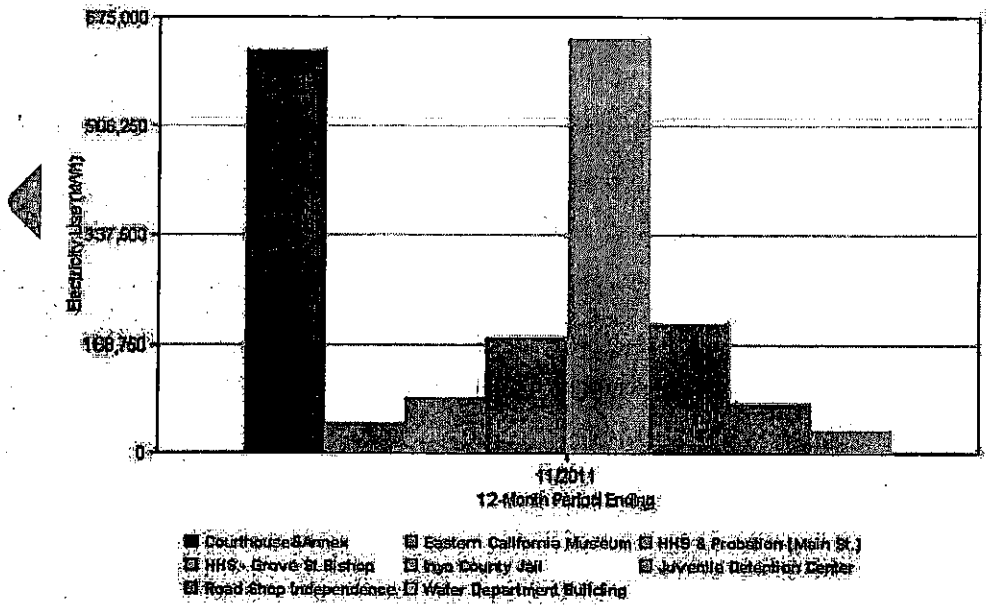


Figure 1b

Energy Performance Graph November 2011



Figures 2a and 2b illustrates annual electricity use per square foot using the same data as above. By dividing the electricity use by the facility size normalizes the data and makes it possible to compare the efficiency of each building. It is important to note that although Figure 1 suggests the Inyo

County Jail uses the most total electricity annually, Figures 2b shows that Juvenile Detention Center uses the most electricity per square foot.

Figure 2a Energy Performance Graph November 2011

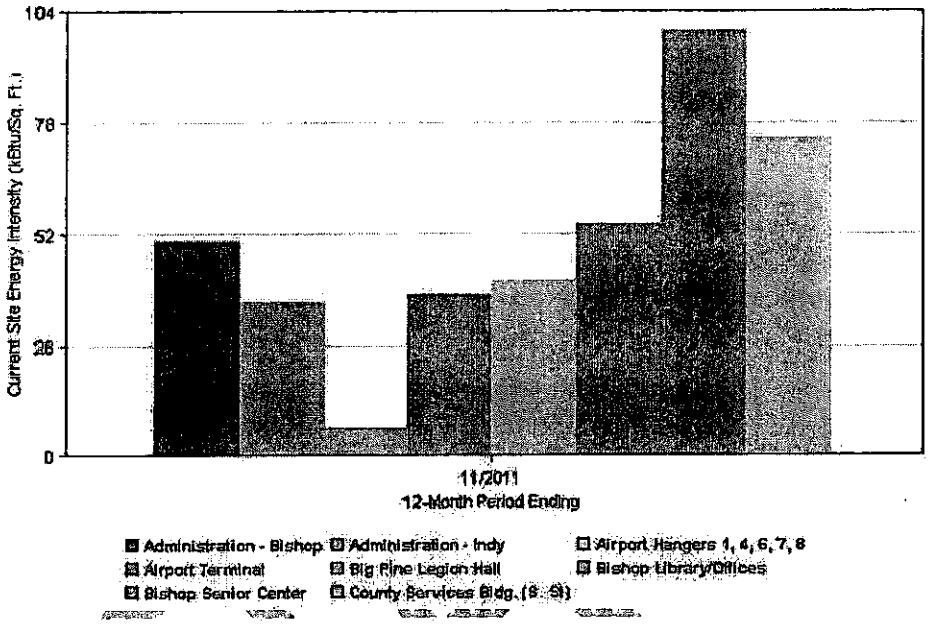


Figure 2b Energy Performance Graph November 2011

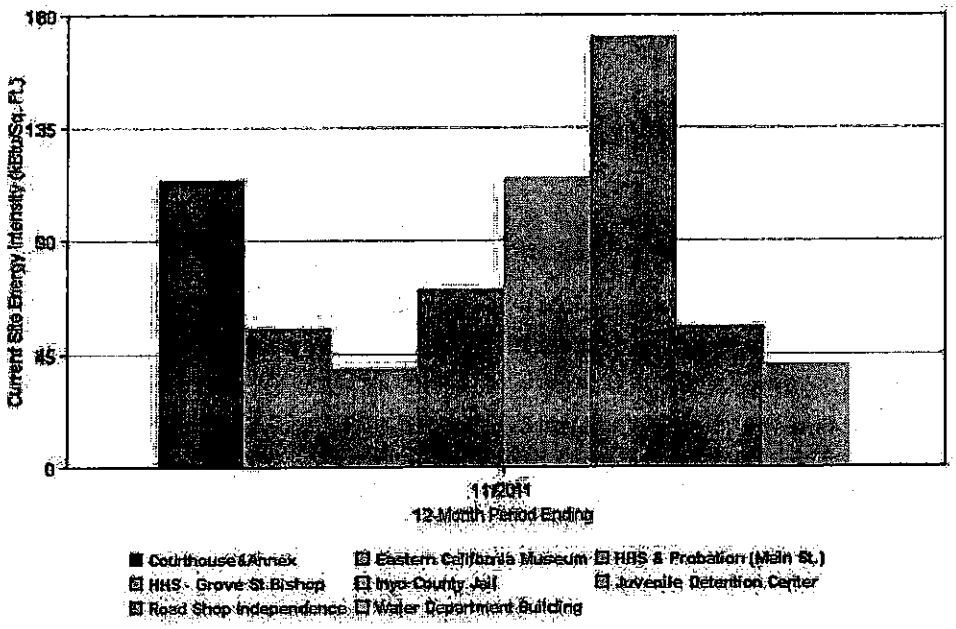


Figure 3 illustrates the annual cost of each facility using the same data as above. This often holds the most meaning to local governments and organizations because it highlights areas that could potentially save money.

Figure 3

Energy Performance Graph November 2011

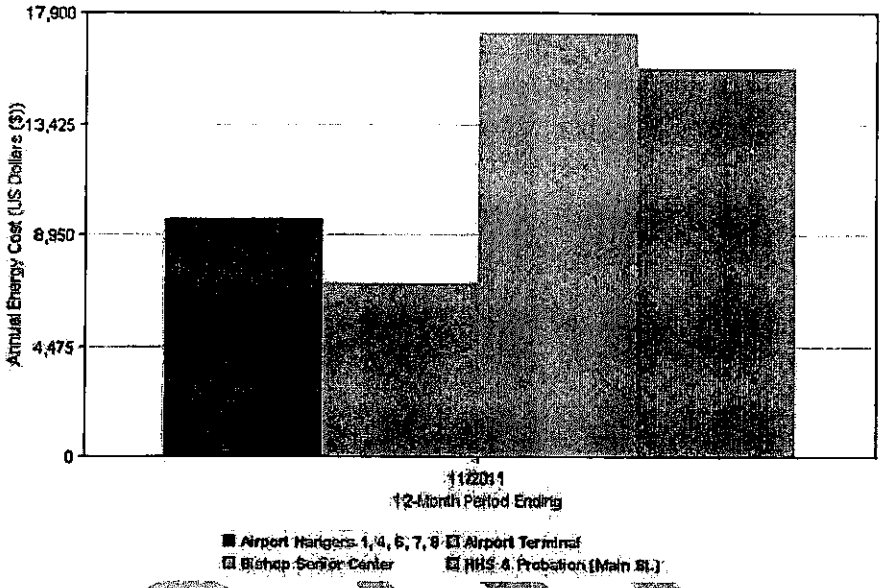
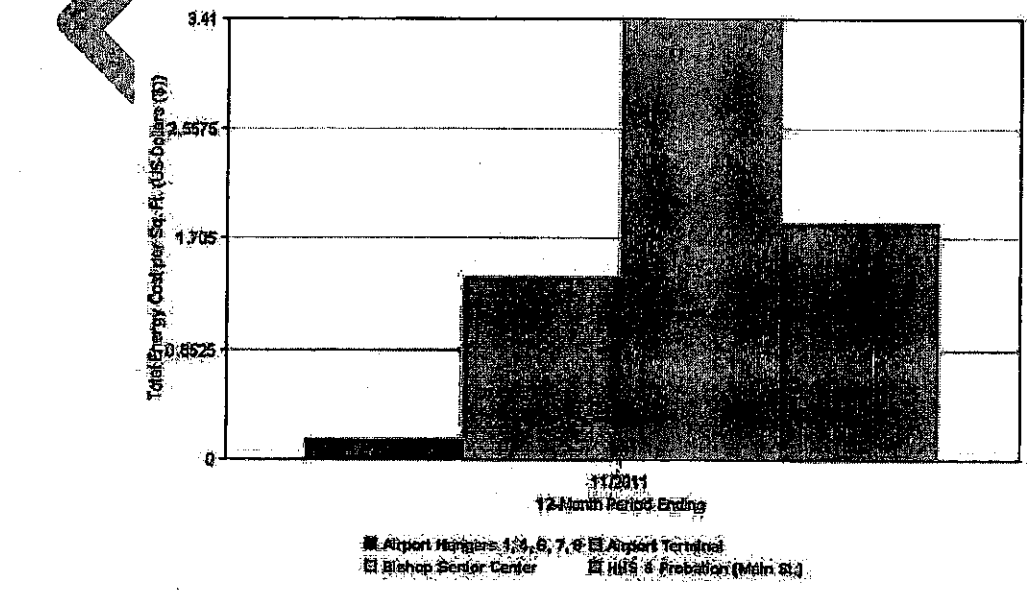


Figure 4 illustrates the cost per square foot of the county facilities. This may be significantly different than Figure 2 due to tiered pricing.

Figure 4

Utility Cost Report Graph November 2011



Staff Training

In order to establish current conditions and continue to use the ESPM to evaluate the County's progress in meeting energy reduction goals, additional planning department, public works and maintenance and operations staff will need to be trained in the proper use of the ESPM.

The project manager (planning staff), maintenance and operations manager, public work's engineering technician, and any other appropriate staff will undergo training using the documentation provided on the EPA website; this should be followed by a refresher. Both trainings should include a "tour" of the entire EPA Portfolio Manager website, including training and presentations. The refresher training should include a review of the actual database. Training subjects should include: use and access of the system; monitoring and report capabilities; guidelines for energy management; and, financial calculators for project evaluation. This training can be self-guided on the ESPM website and staff should be able to work training sessions into their schedules. If staff needs additional training help beyond the website, planning staff that is already trained on the Portfolio Manager can provide training and answer questions as needed. Planning staff will also monitor the training of the maintenance and operations manager, public work's engineering technician, and any other appropriate staff to ensure that all staff that needs to be trained on the ESPM gets the necessary training.

Conclusion

The County of Inyo will use the ESPM as an energy use evaluation and benchmarking tool to help the County reduce its energy consumption. The County will benchmark all facilities that are 4,500sf or greater. The data taken from the ESPM will help the County form a strategy to increase energy efficiency by highlighting the least efficient facilities and areas that need improvement. The preliminary results presented above, show that about 80% of the County's energy costs are from propane while about 20% are from electricity. The Juvenile Detention center has the highest energy use per square foot (kBtu/sf) followed by the Courthouse and the County Jail. The Energy Action Plan will develop and highlight projects to increase energy efficiency and will be based on the results of the Benchmarking efforts.

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Appendix A – List of Benchmarked County Facilities

Facility	City	Zip Code	Size (sf)
Administration - Bishop	Bishop	93514	5,224
Administration - Indy	Independence	93526	5,277
Airport Hangers 1, 4, 6, 7, 8	Bishop	93514	58,854
Airport Terminal	Bishop	93514	4,729 (entered as 5,000)
Big Pine Legion Hall	Big Pine	93526	5,688
Bishop Library/Offices	Bishop	93514	5,206
Bishop Senior Center	Bishop	93514	4,600 (entered as 5,000)
County Services Bldg. (S. St)	Bishop	93514	5,536
Courthouse & Annex	Independence	93526	35,620
Eastern California Museum	Independence	93526	5,882
HHS & Probation (Main St.)	Bishop	93514	8,641
HHS - Grove St Bishop	Bishop	93514	8,554
Inyo County Jail	Independence	93526	36,296
Juvenile Detention Center	Independence	93526	9,650
Road Shop Independence	Independence	93526	11,389
Water Department Building	Independence	93526	6,864

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Attachment C

Draft Policy for Advanced Program Code Standard Policy Development

Strategic Plan Task 3.2.2, Deliverable 2.D.3

Funded by:
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2010 – 2012 Program Period
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Introduction to Advanced Program Code

There are numerous energy efficiency standards including but not limited to CALGreen, LEED and Energy Star. Implementation of these types of standards can help the county achieve a reduction in energy use, by providing proven methods and criteria that have been effective for other jurisdictions.

As part of the County's Cost, Energy, and Service Efficiencies Action Plan effort, the use of the Energy Star Portfolio Manager has been implemented. With Portfolio Manager, and in conjunction with the established Benchmarking Policies and Procedures, the County's energy use is being tracked. All existing and new facilities that meet the criteria established by the Benchmarking Policies will be evaluated. Any implementation of an Advanced Program Code will be based on the data and analysis generated by the Portfolio Manager. The analysis will provide a means for the County to rate and rank its facilities by energy use patterns and then use this information to develop and direct the Advanced Program Code policy.

The development of energy efficiency standards will be based on California Green Building Standards Code, Title 24, Part 11 (CALGreen). It will provide a defined set of energy reduction goals for county facilities. The County may also create a resource and incentive program for the non-county facilities using a "lead by example" approach.

Advanced Program Code Goals, Policies, and Responsibilities

Goal: Advance Program Code policies will be adopted to ensure that new and existing county buildings function in a manner that promotes energy efficiency, and optimizes equipment operation, which will lead to cost savings.

Policy:

1. Energy reduction programs and strategies will be evaluated for fiscal soundness. If a particular program or strategy has an obvious long-term cost savings benefit to the County it will be considered. This analysis will be based on the cost of incorporating energy reduction strageies and materials in a project compared to the estimated savings these strategies and materials will provide, and will be performed during the project planning stage. An energy efficiency project should result in enough savings to eventually cover its initial costs. The acceptable payback period is about 10 years, which assumes that annual cost savings due to the project are about 10%. Programs and strategies that do not show the ability to save the County money in energy costs may not be acceptable even if they show the abilty to reduce energy use. The final determinations will be made by the Board of Supervisors.

2. Energy Star:

    a. The county will use the Portfolio Manager rating system of 75-points or higher for its facilities.

    b. County buildings will be reevaluated every year for performance and rating.

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c. The county will evaluate facilities that rate 75-points or higher on the Portfolio Manager system and depending on the budget, may apply for Energy Star certification.

d. Buildings that cannot be benchmarked using Portfolio Manager will be evaluated by energy use per sq. ft.

3. CALGreen
The County's current building stock is made up of older buildings. Buildings that were evaluated with the Portfolio Manager have a building date range from 1921 to 2000. The median built date for these buildings is 1970. Due to the age of the County's building stock, and the lack of plans for new County buildings, as well as very limited funding, the County has chosen to update its facilties by first following the mandatory Title 24 part 6, California Energy Code and part 11 Califonia Green Building Standards (CALGreen) requirements, as both were adopted/updated after all of these facilities were built. As individual energy reduction projects are completed and are up to current standards, additional voluntary measures will be considered.

a. New building and the remodeling/upgrading of existing County facilities, as they are programed, will be conducted with energy use and building standards based on mandatory Energy and CALGreen codes. The County may also choose to evaluate these projects based on costs that are derived from a plans and specifications analysis with both mandatory requirements and with voluntary Tier I requirements. If the Board of Supervisors finds that the likely higher costs of voluntary Tier I standards, provides energy cost savings that justify the higher costs to the building or upgrade plans, they may choose to approve it.

b. Once a new building is completed, or an existing one is upgraded, and after at least one full year of operation, it will be analyzed with Portfolio Manger. If, for the specific prior project, the use of CALGreen mandatory standards did not achieve a subsequent 75-point rating from the Portfolio Manager, then voluntary Tier I standards, based on CALGreen codes, will be considered for the next project (voluntary Tier I standards require a 15% higher energy efficiency rating as mandatory). This consideration will be based on costs that are derived from a plans and specifications analysis with both mandatory requirements and with voluntary Tier I requirements. If the Board of Supervisors finds that the likely higher costs of voluntary Tier I standards, provides energy cost savings that justify the higher costs to the building or upgrade plans, they may choose to approve it. The Board may also choose to analyze projects with CALGreen volunatry Tier II standards (voluntary Tier II standards require a 30% higher energy efficiency rating than mandatory) to achieve even higher energy performance/cost savings.

4. County staff will research and apply for grants to fund energy reduction programs.

5. The county will provide an information based program to the community providing resources and infromation about third party rating systems:

a. The County will publish information on Energy Star rankings, comparisons, and on energy star rated products..

b. The County will provide links on their website to resources for rebates and other energy based programs.

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6. The County may consider an incentive program for private projects that voluntarily try to meet the 15% better than mandatory requirements to be consistent with voluntary CALGreen Tier I standards.

Staff Training

County planning staff that is already trained on the Portfolio Manager System will stay up-to-date on changes in the program and will help with additional public works and maintenance and operations staff training. Planning and public works staff will also learn, and keep up with changes in the CALGreen and Energy Star requirements. In addition, some recurring, policy-related, training should be taken by planning and public works staff in order to be well informed of new standards, programs and technologies for energy reduction.

Conclusion

Requiring energy reduction standards for County owned buildings will result in cost savings to the County. It will also set an example for others operating or living in the county to reduce their energy use. Creating a combined incentive and informational based outreach program can involve the community in energy efficiency efforts and encourage energy reduction behaviors by all citizens.

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Appendix A: Understanding the CALGreen Code

Understanding the CALGreen Code

Subject: The "CALGreen Codes" is an acronym for the 2010 triennial edition of the California Code of Regulations, Title 24, Part 11. It became effective in California on January 1, 2011.

Summary: The "CALGreen Code" requires that every new building constructed in the California reduce water consumption by 20% from the calculate baseline use, divert 50% of the construction waste from landfills and install low pollutant-emitting materials. It also requires separate water meters for nonresidential buildings, indoor and outdoor water use, with a requirement for moisture-sensing irrigation systems for larger landscape projects and mandatory inspection of energy systems (e.g., heat furnaces, air conditioners and mechanical equipment) for nonresidential buildings over 10,000 square feet to ensure that all systems are working at their maximum capacity and according to their design efficiencies.

Exemptions: There are exemptions of this code. For example, for multi-family structures 4 stories and higher are exempt from the CAL Green Code requirements.

Examples: The Code also outlines several more stringent voluntary provisions to encourage local communities to take further action to green their buildings to reduce greenhouse gas emissions, improve energy efficiency and conserve our natural resources. The voluntary measures for both residential and non-residential fall into 5 basic categories with 2 tiers of compliance. These are some examples of both:

1. **Planning and Design:** e.g., Use of "cool roof" materials, 20% permeable paving requirements, top soil protection, reuse of existing materials, building orientation, storm water management, limiting turf areas, utilization of CA drought tolerant plants and trees,

2. **Energy Efficiency:** e.g., Exceed 2008 Title 24 E.E.S. by 15%, HVAC commissioning plan, 90% use of Energy Star qualified hardware, installation of solar water heating systems, use of ducts with R-6 or higher insulation value, duct leakage testing, specific minimum efficiency factors (EF) on HVAC equipment above current Title 24, alternative fuels

3. **Water Efficiency:** e.g., 20% reduction in water use, maximum flow rates on plumbing fixtures & kitchen sinks, dishwashers shall be Energy Star qualified with max. 5.8 gallons of water per cycle, use of waterless urinals or toilets, water efficient designs for outdoor water use or irrigation; automatic irrigation/rain water capture/drought tolerant landscape, gray water system use (or capability).

4. **Material Conservation and Resource Efficiency:** e.g., reduction in the use of cement, use of pre-manufactured building systems, minimize use of paints or stains, not less than 10% to 15% recycled content value use, construction waste reduction, permanent overhangs or awnings.

5. **Environmental Quality:** e.g., Fireplace shall be direct vent sealed-combustion type, duct opening shall be sealed during construction, adhesives, sealants and caulks shall be compliant with VOC limits in the code, toxic compound limits, carpets and carpet systems shall be compliant with VOC limits, wood material shall comply with low formaldehyde emissions standards, 80% resilient flooring installed, vapor retarder and capillary break is installed at slab on grade foundations, higher than MERV 6 filters are installed on central air or ventilation systems, trained and certified HVAC installers or commissioning organization.

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Enforcement: Like the existing building code provisions that regulate construction projects throughout the state, the mandatory CALGreen provisions will be inspected and verified by local state and building departments.

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Appendix B – Additional Rating System Descriptions

- **Energy Star** was introduced by the US Environmental Protection Agency (EPA) in 1992 for both public and private buildings. It uses The National Energy Performance Rating system which rates buildings' energy use compared to similar buildings across the nation. It uses a 1-100 scale indicating that a rating of 50 would be an average performance while a rating of 75 suggests a high performance (better than 75% of like buildings nationwide). The rating is calculated using the Portfolio Manager. Buildings within a county or town can be entered into the Portfolio Manager which tracks and assesses energy use. The manager starts by determining a baseline of all buildings, and then benchmarks by comparing buildings within the county to each other and to outside buildings. It also evaluates facility systems and equipment while looking for potential improvement. The Portfolio Manager essentially helps in creating an energy action plan by identifying the necessary steps to reach the county's goals and to set a timeline. The Manager can then set tracking to measure energy use throughout the project and evaluate the progress.

    - Buildings that rate 75 points or higher are eligible to receive Energy Star. This does not, however, take into account differing climates or specialized activities that may require more energy.
    - The rating system within Energy Star only looks at energy use.
    - Different building types require different data but most call for:
        - Zip code
        - Gross floor area
        - Weekly operating hours
        - Number of workers on main shift
        - Number of personal computers
        - Percent of gross floor area that is air conditioned
        - Percent of gross floor area that is heated

    http://www.energystar.gov/

- **Leadership in Energy and Environmental Design (LEED)** is an international green building certification system that was developed by the U.S. Green Building Council in 2000. The rating system is based off of five categories:
    - Sustainable sites (site selection)
    - Water efficiency
    - Energy and Atmosphere
    - Materials and resources
    - Indoor environmental quality

    LEED certification provides an independent, third party evaluation of the energy efficiency and overall "green" design of a building. There is also LEED-EB for existing buildings which provides standards for buildings not undergoing major renovations to achieve Certification. One of the requirements for LEED EB is that the building become Energy Star rated.

    The ratings are based on a points system which varies for each kind of project (new construction, existing building, etc.). Points are given in each of the five categories based on standards. High scoring buildings can then receive a Certification or higher based on the brackets below:

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- Certified 40 - 49 Points
- Silver 50 - 59 Points
- Gold 60 - 79 Points
- Platinum 80-110 Points

www.usgbc.org/LEED/

- **Build it Green** is a non-profit organization based out of Berkeley, CA that provides guideline and a certification program for California. It is often used in conjunction with LEED. The guidelines differ for new homes, remodels, and multifamily developments. Project deign categories include the use of natural resources, water use, energy use, indoor air quality, and community planning. Build it Green uses the **GreenPoint Rated** program, first developed in Alameda County, which is a sustainable building rating system for homes. Homes that score the minimum point requirements in each category and have a total of 50 point or higher can be designated GreenPoint Rated. All rated residences exceed California's minimum building and energy codes. Similar to LEED and Energy Star, homes are compared to like residences to receive a rating. http://www.builditgreen.org/

- **CALGreen** Tier 1&2 are voluntary by state law unless made mandatory by local governments. Additional efficiency building measures are necessary to meet the threshold of each level. This is a "better than code" program that would encourage higher energy efficiency than is required by California law.
  - Tier 1: Exceed the *California Energy Code* based on the 2008 energy standards requirements by 15 percent.
  - Tier 2: Exceed the *California Energy Code* based on the 2008 energy standards requirements by 30 percent.

  Both tiers require additional non-energy prerequisites, as well as a certain number of elective measures in each green building category (energy efficiency, water efficiency, resource conservation, indoor air quality and community). If a local government chooses to go beyond the baseline Code by adopting one of the tiers, it will be up to each city to decide whether the tier will be voluntary or mandatory, and how the additional measures will be enforced.

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Attachment D

Draft Policy for Commissioning/ Retro-Commissioning

Strategic Plan Task 3.2.4: Deliverable 2.E.3

Funded by:
Southern California Edison Company
Local Government Strategic Plan Strategies Program

2010 – 2012 Program Period
under the auspices of the California Public Utilities Commission

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July, 2012

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Introduction to Cx/RCx

Commissioning (CX) and retro-commissioning (RCx) are processes that look at how and why a building's mechanical and electrical systems (building infrastructure) are operated and maintained. In the case of a new building, commissioning considers how the infrastructure is installed and designed, and evaluates whether the building is operating as it was designed.

As a process, rather than a set of prescriptive measures, commissioning and retro-commissioning adapt to meet the specific needs of each building. Since occupant comfort complaints and high energy use often go hand-in-hand, retro-commissioning can help to correct both. For this reason, the following are primary incentives for the County to consider retro-commissioning:

- Improve employee, tenant or occupant comfort, safety, and health, and improve the indoor environment through a systematic evaluation of building systems, equipment, and controls.
- Optimize energy efficiency through operating the building as originally intended (or designed) and through the identification and implementation of improvement upgrades.
- Reduce operations, maintenance, and repair costs by implementing improvements to operational requirements and effective maintenance procedures.
- Improve maintenance and operations personnel's skills and awareness through training and certifications as appropriate to maintain buildings in optimal operating conditions.
- Gain acceptance from the Board of Supervisors and at all levels of management for the retro-commissioning process as a standard building operating method. Use project successes and maintenance staff expertise as leverage to implement a process for retro-commissioning.

Cx/RCx Goals and Policies, Responsibilities

Goal: Commissioning and retro-commissioning policies will be adopted to ensure that county buildings function in a manner that promotes energy efficiency, cost savings, and optimizes equipment operation and occupant comfort. These findings will help to identify ways to ensure County facilities operate efficiently, which will lower overall energy use and provide cost savings to the county.

Policy:

Commissioning and retro-commissioning will be conducted, as funding is available, on County facilities to ensure that they function in a manner that promotes energy efficiency, cost savings, and optimizes equipment operation and occupant comfort. Based on the results of commissioning and retro-commissioning, the County's facilities may be updated to operate more efficiently, which will lower overall energy use, increase occupant comfort and productivity and provide cost savings to the county.

1. New facilities may be commissioned and existing County facilities retro-comissioned as appropriate. The basis for comissioning/retro-comissioning may be one or more of the folowing:

    a. The relative building energy efficiency (benchmark comparison). The County has established a 75-point rating from the Energy Star Portfolio manager as its facilities goal.

    b. The size of a specific buidling (buildings should be 10,000sf for CX/RCx, per CALGreen).

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c. The total energy use or cost of a specific building.

d. The number of comfort (or other) complaints from occupants.

e. As a part of a major renovation of a specific buidling.

2. Retro-commissioning will be based on mandatory CALGreen guidelines. Buildings that show the least efficiency through benchmarking will be identified for retro-commissioning. The depth and timing of retro-comissioning will be based on the above criteria and on available funding.

3. New County owned or County occupied buildings will be considered for comissioning, as funding allows, prior to occupancy and/or as a part of the design process. Commissioning of planned new buildings will be based on the mandatory CALGreen standards.

4. New County buildings may be Commissioned during the planning and construction stages, as funding allows.

5. Exsisting buildings, and new facilities built after 2013, may be considered for retro-commissioning at least once every 10-years. Results will be reported to the County as a part of the continuous benchmarking and reporting policy.

6. Depending on funding availability, the County will implement appropriate system modifications and efficiency projects identified during commissioning.

Analysis of Facilities

Commissioning and retro-commissioning programs have been established for buildings over 10,000 sq.ft. The County may consider retro-commissioning based on benchmarking results (under 75-points), the current facilities that meet this criteria are:

Facility	City	Energy Use (kWh)	Size (sf)
Airport Hangers 1, 4, 6, 7, 8	Bishop	23,105	58,854
Courthouse & Annex	Independence	614,567	35,620
Inyo County Jail	Independence	636,518	36,296
Road Shop Independence	Independence	76,785	11,389
Juvenile Detention Center	Independence	93526	9,650

Although the Juvenile Detention Center is below 10,000 sq ft, based on the benchmarking results, it is the facility that uses the most electricity per square-foot.

Staff Training

Training and organizational needs will mostly focus on maintenance and operations staff. At its core, there is no part of commissioning or retro-commissioning that is new. It is, simply, ensuring that facilities

are operating in the way they were designed to be operated, and that the current needs of the occupants are met by the available systems. Meeting these design standards can be difficult due to the time involved; the availability of facility drawings and equipment information; and, the budget.

A comprehensive training program for maintenance and operations staff should be focused on specific equipment and systems. The maintenance and operations manager, facilities and public works staff should undergo training using the SCE retro-commissioning program available at: http://www.sce.com/rcx/resources.htm, which includes a Statewide RCx Policy Manual and many other resources.

Conclusion

Depending on available funding, the county may commission new buildings and retro-commission existing buildings that are identified through benchmarking or other key criteria. This policy can improve energy efficiency and reduce operations and maintenance costs. If funding is available, and depending on the severity of the occupant complaints and the potential to save money, commissioning may be completed by a certified professional working in conjunction with the maintenance and operations staff.

Any required system modifications that are identified through the commissioning process will be addressed based on the available budget. The mandatory CAL-Green commissioning and retro-commissioning standards will be followed (see appendix B). Staff training will primarily be with maintenance and operations staff and will include SCE guidelines for commissioning/retro-commissioning.

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Appendix A – List of Benchmarked County Facilities

Facility	City	Zip Code	Size (sf)
Administration - Bishop	Bishop	93514	5,224
Administration - Indy	Independence	93526	5,277
Airport Hangers 1, 4, 6, 7, 8	Bishop	93514	58,854
Airport Terminal	Bishop	93514	4,729 (entered as 5,000)
Big Pine Legion Hall	Big Pine	93526	5,688
Bishop Library/Offices	Bishop	93514	5,206
Bishop Senior Center	Bishop	93514	4,600 (entered as 5,000)
County Services Bldg. (S. St)	Bishop	93514	5,536
Courthouse & Annex	Independence	93526	35,620
Eastern California Museum	Independence	93526	5,882
HHS & Probation (Main St.)	Bishop	93514	8,641
HHS - Grove St Bishop	Bishop	93514	8,554
Inyo County Jail	Independence	93526	36,296
Juvenile Detention Center	Independence	93526	9,650
Road Shop Independence	Independence	93526	11,389
Water Department Building	Independence	93526	6,864

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Appendix B – CALGreen (excerpt from Chapter 5)

Appendix C – LEED-EB Energy and Atmosphere, Prerequisite 2.1, 2.2, and 2.3

Appendix D – LEED-NC Energy and Atmosphere, Prerequisite 1

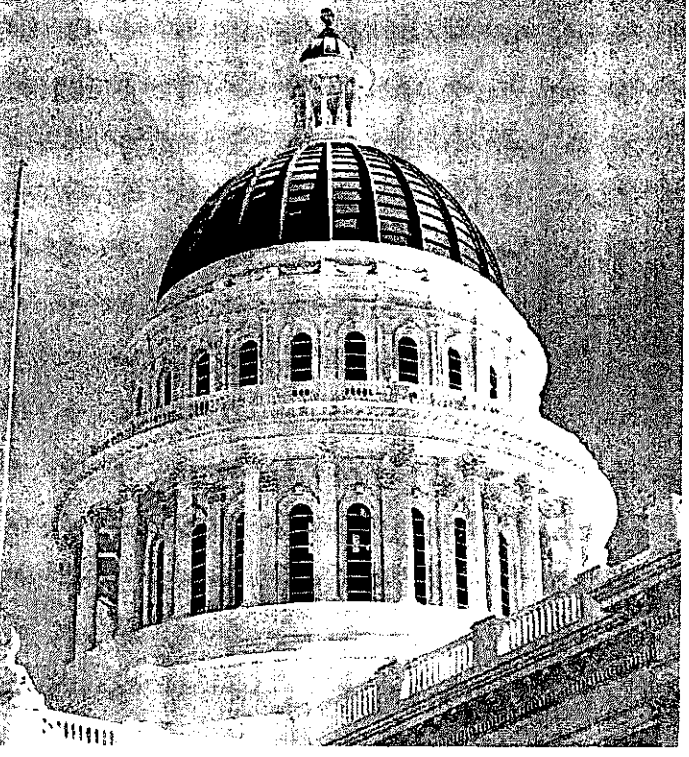
CALIFORNIA GREEN BUILDING STANDARDS CODE

2010

California Code of Regulations
Title 24, Part 11

California Building Standards Commission

CBSC



CALIFORNIA GREEN BUILDING STANDARDS CODE – MATRIX ADOPTION TABLE
CHAPTER 5 – NONRESIDENTIAL MANDATORY MEASURES
DIVISION 5.4 – MATERIAL CONSERVATION AND RESOURCE EFFICIENCY

Adopting agency	BSC	SFM	HCD			DSA		OSHPD				CSA	DPH	AGR	DWR	CEC	CA	SL	SLC
			1	2	1-AC	AC	SS	1	2	3	4								
Adopt entire CA chapter	X																		
Adopt entire chapter as amended (amended sections listed below)																			
Adopt only those sections that are listed below							X												
Chapter/Section																			
5.401.1							X												
5.402.1 Definitions							X												
5.402.1 ADJUST							X												
5.402.1 BALANCE							X												
5.402.1 TEST							X												
5.407							X												
5.408.1–5.408.3							X												
5.410.1							X												
5.410.1.1							X												

CHAPTER 5
NONRESIDENTIAL MANDATORY MEASURES

Division 5.4 – MATERIAL CONSERVATION AND RESOURCE EFFICIENCY

SECTION 5.401
GENERAL

5.401.1 Scope. The provisions of this chapter shall outline means of achieving material conservation and resource efficiency through protection of buildings from exterior moisture, construction waste diversion, employment of techniques to reduce pollution through recycling of materials, and building commissioning or testing and adjusting.

SECTION 5.402
Definitions

5.402.1 Definitions. The following words and terms shall, for the purposes of this chapter and as used elsewhere in this code, have the meanings shown herein.

ADJUST. To regulate fluid flow rate and air patterns at the terminal equipment, such as to reduce fan speed or adjust a damper.

BALANCE. To proportion flows within the distribution system, including submains, branches and terminals, according to design quantities.

BUILDING COMMISSIONING. A systematic quality assurance process that spans the entire design and construction process, including verifying and documenting that building systems and components are planned, designed, installed, tested, operated and maintained to meet the owner's project requirements.

TEST. A procedure to determine quantitative performance of a system or equipment.

SECTION 5.403
FOUNDATION SYSTEMS
(Reserved)

SECTION 5.404
EFFICIENT FRAMING TECHNIQUES
(Reserved)

SECTION 5.405
MATERIAL SOURCES
(Reserved)

SECTION 5.406
ENHANCED DURABILITY AND REDUCED MAINTENANCE
(Reserved)

SECTION 5.407
WATER RESISTANCE AND MOISTURE MANAGEMENT

5.407.1 Weather protection. Provide a weather-resistant exterior wall and foundation envelope as required by *California Building Code* Section 1403.2 (Weather Protection) and *California Energy Code* Section 150, (Mandatory Features and Devices), manufacturer's installation instructions or local ordinance, whichever is more stringent.

5.407.2 Moisture control. Employ moisture control measures by the following methods.

5.407.2.1 Sprinklers. Design and maintain landscape irrigation systems to prevent spray on structures.

5.407.2.2 Entries and openings. Design exterior entries and/or openings subject to foot traffic or wind-driven rain to prevent water intrusion into buildings.

Notes:

1. Use features such as overhangs and recesses, and flashings integrated with a drainage plane.
2. Use nonabsorbent floor and wall finishes within at least two feet around and perpendicular to such openings.

SECTION 5.408
CONSTRUCTION WASTE REDUCTION, DISPOSAL AND RECYCLING

5.408.1 Construction waste diversion. Establish a construction waste management plan for the diverted materials, or meet local construction and demolition waste management ordinance, whichever is more stringent.

5.408.2 Construction waste management plan. Where a local jurisdiction does not have a construction and demolition waste management ordinance, submit a construction waste management plan for approval by the enforcement agency that:

1. Identifies the materials to be diverted from disposal by efficient usage, recycling, reuse on the project or salvage for future use or sale.
2. Determines if materials will be sorted on-site or mixed.
3. Identifies diversion facilities where material collected will be taken.
4. Specifies that the amount of materials diverted shall be calculated by weight or volume, but not by both.

5.408.2.1 Documentation. Documentation shall be provided to the enforcing agency which demonstrates compliance with Section 5.408.2, Items 1 thru 4. The waste management plan shall be updated as necessary and shall be accessible during construction for examination by the enforcing agency.

Exception: [DSA-SS] Jobsites in areas where there is no mixed construction and demolition debris (C&D) processor or recycling facilities within a feasible haul distance shall meet the requirements as follows:

1. The enforcement agency having jurisdiction shall at its discretion, enforce the waste management plan and make exceptions as deemed necessary.

5.408.2.2 Isolated jobsites. The enforcing agency may make exceptions to the requirements of this section when jobsites are located in areas beyond the haul boundaries of the diversion facility.

Notes:

1. Sample forms found in Chapter 8 may be used to assist in documenting compliance with the waste management plan.
2. Mixed construction and demolition debris (C&D) processors can be located at the California Department of Resources Recycling and Recovery (CalRecycle).

5.408.3 Construction waste reduction of at least 50 percent. Recycle and/or salvage for reuse a minimum of 50 percent of the non-hazardous construction and demolition debris, or meet a local construction and demolition waste management ordinance, whichever is more stringent. Calculate the amount of materials diverted by weight or volume, but not by both.

Exceptions:

1. Excavated soil and land-clearing debris
2. Alternate waste reduction methods developed by working with local agencies if diversion or recycle facilities capable of compliance with this item do not exist.

5.408.4 Excavated soil and land clearing debris. 100 percent of trees, stumps, rocks and associated vegetation and soils resulting primarily from land clearing shall be reused or recycled. For a phased project, such material may be stockpiled on site until the storage site is developed.

SECTION 5.409
LIFE CYCLE ASSESSMENT
(Reserved)

SECTION 5.410
BUILDING MAINTENANCE AND OPERATION

5.410.1 Recycling by occupants. Provide readily accessible areas that serve the entire building and are identified for the depositing, storage and collection of non-hazardous materials for recycling, including (at a minimum) paper, corrugated cardboard, glass, plastics and metals.

5.410.1.1 Sample ordinance. Space allocation for recycling areas shall comply with Chapter 18, Part 3, Division 30 of the *Public Resources Code.* Chapter 18 is known as the California Solid Waste Reuse and Recycling Access Act of 1991 (Act).

Note: A sample ordinance for use by local agencies may be found in Appendix A of the document at the CalRecycle's web site.

5.410.2 Commissioning. For new buildings 10,000 square feet and over, building commissioning shall be included in the design and construction processes of the building project to verify that the building systems and components meet the owner's or owner representative's project requirements. Commissioning shall be performed in accordance with this section by trained personnel with experience on projects of comparable size and complexity. Commissioning requirements shall include:

1. Owner's or Owner representative's project requirements
2. Basis of design
3. Commissioning measures shown in the construction documents
4. Commissioning plan
5. Functional performance testing
6. Documentation and training
7. Commissioning report

All building systems and components covered by Title 24, Part 6, as well as process equipment and controls, and renewable energy systems shall be included in the scope of the Commissioning Requirements.

5.410.2.1 Owner's or Owner representative's Project Requirements (OPR). The expectations and requirements of the building appropriate to its phase shall be documented before the design phase of the project begins. This documentation shall include the following:

1. Environmental and sustainability goals
2. Energy efficiency goals
3. Indoor environmental quality requirements
4. Project program, including facility functions and hours of operation, and need for after hours operation
5. Equipment and systems expectations
6. Building occupant and operation and maintenance (O&M) personnel expectations

5.410.2.2 Basis of Design (BOD). A written explanation of how the design of the building systems meets the OPR shall be completed at the design phase of the building project, and updated as necessary during the design and construction phases. The Basis of Design document shall cover the following systems:

1. Heating, ventilation, air conditioning (HVAC) systems and controls
2. Indoor lighting system and controls
3. Water heating system
4. Renewable energy systems
5. Landscape irrigation systems
6. Water reuse systems

5.410.2.3 Commissioning plan. Prior to permit issuance a commissioning plan shall be completed to document how the project will be commissioned and shall be started during the design phase of the building project. The Commissioning Plan shall include the following:

1. General project information
2. Commissioning goals
3. Systems to be commissioned. Plans to test systems and components shall include:
   a. An explanation of the original design intent
   b. Equipment and systems to be tested, including the extent of tests
   c. Functions to be tested
   d. Conditions under which the test shall be performed
   e. Measurable criteria for acceptable performance
4. Commissioning team information
5. Commissioning process activities, schedules and responsibilities. Plans for the completion of commissioning requirements listed in Sections 5.410.2.4 through 5.410.2.6 shall be included

5.410.2.4 Functional performance testing. Functional performance tests shall demonstrate the correct installation and operation of each component, system and system-to-system interface in accordance with the approved plans and specifications. Functional performance testing reports shall contain information addressing each of the building components tested, the testing methods utilized, and include any readings and adjustments made.

5.410.2.5 Documentation and training. A Systems Manual and Systems Operations Training are required, including Occupational Safety and Health Act (OSHA) requirements in *California Code of Regulations* (CCR), Title 8, Section 5142, and other related regulations.

5.410.2.5.1 Systems manual. Documentation of the operational aspects of the building shall be completed within the Systems Manual and delivered to the building owner or representative and facilities operator. The Systems Manual shall include the following:

1. Site information, including facility description, history and current requirements
2. Site contact information
3. Basic operations and maintenance, including general site operating procedures, basic troubleshooting, recommended maintenance requirements, site events log
4. Major systems
5. Site equipment inventory and maintenance notes

6. A copy of all special inspection verifications required by the enforcing agency or this code
7. Other resources and documentation

5.410.2.5.2 Systems operations training. The training of the appropriate maintenance staff for each equipment type and/or system shall be documented in the commissioning report and shall include the following:

1. System/equipment overview (what it is, what it does and with what other systems and/or equipment it interfaces)
2. Review and demonstration of servicing/preventive maintenance
3. Review of the information in the Systems Manual
4. Review of the record drawings on the system/equipment

5.410.2.6 Commissioning report. A complete report of commissioning process activities undertaken through the design, construction and reporting recommendations for postconstruction phases of the building project shall be completed and provided to the owner or representative.

5.410.4 Testing and adjusting. Testing and adjusting of systems shall be required for buildings less than 10,000 square feet.

5.410.4.2 Systems. Develop a written plan of procedures for testing and adjusting systems. Systems to be included for testing and adjusting shall include at a minimum, as applicable to the project:

1. HVAC systems and controls
2. Indoor and outdoor lighting and controls
3. Water heating systems
4. Renewable energy systems
5. Landscape irrigation systems
6. Water reuse systems

5.410.4.3 Procedures. Perform testing and adjusting procedures in accordance with industry best practices and applicable standards on each system as determined by the building official.

5.410.4.3.1 HVAC balancing. In addition to testing and adjusting, before a new space-conditioning system serving a building or space is operated for normal use, the system shall be balanced in accordance with the procedures defined by the Testing Adjusting and Balancing Bureau National Standards; the National Environmental Balancing Bureau Procedural Standards; or Associated Air Balance Council National Standards or as approved by the building official.

5.410.4.4 Reporting. After completion of testing, adjusting and balancing, provide a final report of testing signed by the individual responsible for performing these services.

5.410.4.5 Operation and maintenance (O & M) manual. Provide the building owner or representative with detailed operating and maintenance instructions and copies of guaranties/warranties for each system. O & M instructions shall be consistent with OSHA requirements in CCR, Title 8, Section 5142, and other related regulations.

5.410.4.5.1 Inspections and reports. Include a copy of all inspection verifications and reports required by the enforcing agency.

EA Credit 2.1: Existing Building Commissioning—Investigation and Analysis

2 points

Intent

Through a systematic process, to develop an understanding of the operation of the building's major energy-using systems, options for optimizing energy performance and a plan to achieve energy savings.

Requirements

OPTION 1. Commissioning Process

- Develop a retrocommissioning, recommissioning or ongoing commissioning plan for the building's major energy-using systems.
- Conduct the investigation and analysis phase.
- Document the breakdown of energy use in the building.
- List the operating problems that affect occupants' comfort and energy use, and develop potential operational changes that will solve them.
- List the identified capital improvements that will provide cost-effective energy savings and document the cost-benefit analysis associated with each.

OR

OPTION 2. ASHRAE Level II Energy Audit

- Conduct an energy audit that meets the requirements of American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), Level II, Energy Survey and Analysis.
- Document the breakdown of energy use in the building.
- Perform a savings and cost analysis of all practical measures that meet the owner's constraints and economic criteria, along with a discussion of any effect on operations and maintenance procedures.
- List the identified capital improvements that will provide cost-effective energy savings and document the cost-benefit analysis associated with each.

Potential Technologies & Strategies

Based on the building operating plan and systems narrative, confirm that all building systems and equipment are functioning as appropriate according to the equipment schedule. Conduct testing and analysis to ensure that building systems and equipment are functioning correctly. Identify opportunities to make no- or low-cost capital improvements to enhance building performance.

EA Credit 2.2: Existing Building Commissioning—Implementation

2 points

Intent

To implement minor improvements and identify planned capital projects to ensure that the building's major energy-using systems are repaired, operated and maintained effectively to optimize energy performance.

Requirements

Implement no- or low-cost operational improvements and create a capital plan for major retrofits or upgrades.

Provide training for management staff that builds awareness and skills in a broad range of sustainable building operations topics. This could include energy efficiency and building, equipment and systems operations and maintenance.

Demonstrate the observed and/or anticipated financial costs and benefits of measures that have been implemented.

Update the building operating plan as necessary to reflect any changes in the occupancy schedule, equipment run-time schedule, design set points and lighting levels.

Potential Technologies & Strategies

Implement no- and low-cost operational improvements that will immediately enhance building performance. Develop a capital plan for the completion of any major retrofits identified through the investigation and analysis phase.

EA Credit 2.3: Existing Building Commissioning—Ongoing Commissioning

2 points

Intent

To use commissioning to address changes in facility occupancy, use, maintenance and repair. Make periodic adjustments and reviews of building operating systems and procedures essential for optimal energy efficiency and service provision.

Requirements

Implement an ongoing commissioning program that includes elements of planning, system testing, performance verification, corrective action response, ongoing measurement and documentation to proactively address operating problems.

Create a written plan that summarizes the overall commissioning cycle for the building by equipment or building system group. The ongoing commissioning cycle must not exceed 24 months. This plan must include a building equipment list, performance measurement frequency for each equipment item and steps to respond to deviation from expected performance parameters.

Complete at least half of the scope of work in the first commissioning cycle (as indicated by the percentage of the plan's total budget) prior to the date of application for LEED 2009 for Existing Buildings: Operations & Maintenance. Only work completed within 2 years prior to application may be included to show progress in the ongoing commissioning cycle.

Update the building operating plan and/or systems narrative as necessary to reflect any changes in the occupancy schedule, equipment run-time schedule, design set points, lighting levels or system specifications.

Potential Technologies & Strategies

Develop an ongoing commissioning program that addresses the ongoing changes and maintenance needs in an existing building.

ENERGY & ATMOSPHERE

EA Prerequisite 1: Fundamental Commissioning of Building Energy Systems

Required

Intent

To verify that the project's energy-related systems are installed, and calibrated to perform according to the owner's project requirements, basis of design and construction documents.

Benefits of commissioning include reduced energy use, lower operating costs, fewer contractor callbacks, better building documentation, improved occupant productivity and verification that the systems perform in accordance with the owner's project requirements.

Requirements

The following commissioning process activities must be completed by the project team:

- Designate an individual as the commissioning authority (CxA) to lead, review and oversee the completion of the commissioning process activities.
  - The CxA must have documented commissioning authority experience in at least 2 building projects.
  - The individual serving as the CxA must be independent of the project design and construction management, though the CxA may be an employee of any firm providing those services. The CxA may be a qualified employee or consultant of the owner.
  - The CxA must report results, findings and recommendations directly to the owner.
  - For projects smaller than 50,000 gross square feet (5,000 gross square meters), the CxA may be a qualified person on the design or construction team who has the required experience.
- The owner must document the owner's project requirements. The design team must develop the basis of design. The CxA must review these documents for clarity and completeness. The owner and design team must be responsible for updates to their respective documents.
- Develop and incorporate commissioning requirements into the construction documents.
- Develop and implement a commissioning plan.
- Verify the installation and performance of the systems to be commissioned.
- Complete a summary commissioning report.

Commissioned Systems

Commissioning process activities must be completed for the following energy-related systems, at a minimum:

- Heating, ventilating, air conditioning and refrigeration (HVAC&R) systems (mechanical and passive) and associated controls
- Lighting and daylighting controls
- Domestic hot water systems
- Renewable energy systems (e.g., wind, solar)

Potential Technologies & Strategies

Engage a CxA as early as possible in the design process. Determine the owner's project requirements, develop and maintain a commissioning plan for use during design and construction and incorporate commissioning requirements in bid documents. Assemble the commissioning team, and prior to occupancy verify the performance of energy consuming systems. Complete the commissioning reports with recommendations prior to accepting the commissioned systems.

Owners are encouraged to seek out qualified individuals to lead the commissioning process. Qualified individuals are identified as those who possess a high level of experience in the following areas:

- Energy systems design, installation and operation
- Commissioning planning and process management
- Hands-on field experience with energy systems performance, interaction, start-up, balancing, testing, troubleshooting, operation and maintenance procedures
- Energy systems automation control knowledge

Owners are encouraged to consider including water-using systems, building envelope systems, and other systems in the scope of the commissioning plan as appropriate. The building envelope is an important component of a facility that impacts energy consumption, occupant comfort and indoor air quality. While this prerequisite does not require building envelope commissioning, an owner can achieve significant financial savings and reduce risk of poor indoor air quality by including it in the commissioning process.

The LEED Reference Guide for Green Building Design and Construction, 2009 Edition provides guidance on the rigor expected for this prerequisite for the following:

- Owner's project requirements
- Basis of design
- Commissioning plan
- Commissioning specification
- Performance verification documentation
- Commissioning report

Attachment E

Energy Savings Analysis for County Greenhouse Gas Inventory

Draft Report

Strategic Plan Task 4.1.4: Deliverable 3.D.3

Funded by
Southern California Edison Company
Local Government Strategic Plan Strategies Program

2010 – 2012 Program Period
under the auspices of the California Public Utilities Commission

Prepared for:

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July, 2012

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Discussion & Recommendations

This inventory, 2011, will serve as the county's baseline data for measuring changes in greenhouse gas emissions and for identifying the largest sources of emissions due to county activity.

The results indicate that the majority (59%) of greenhouse gas emissions in the county come from its vehicle fleet. This does not, however, include county facilities smaller than 4,500 square feet which may alter the results. The vehicle fleet has mostly cars and trucks with an average highway MPG of 23 and city MPG of 17. The cars range from 1952 to 2012 models. The rest of the fleet is made up of large trucks and tractors that use mostly diesel fuel.

The facilities with the highest emissions are the least energy efficient. Any energy reduction projects within the county will reduce the resultant greenhouse gas emissions.

The energy and cost reduction goals of the county will directly effect the greenhouse gas emissions. If energy and cost reduction goals are met, the emissions will decrease proportionately. The county would like to focus on energy and cost reduction rather than setting a specific emissions reduction target.

Figure 5 shows the tons per capita and tons of CO2 in nearby counties. This data was compiled from http://www.climateatlas.org/geoclip/countyCO2.htm . Based on the data, Inyo is currently below average when compared to these other counties.

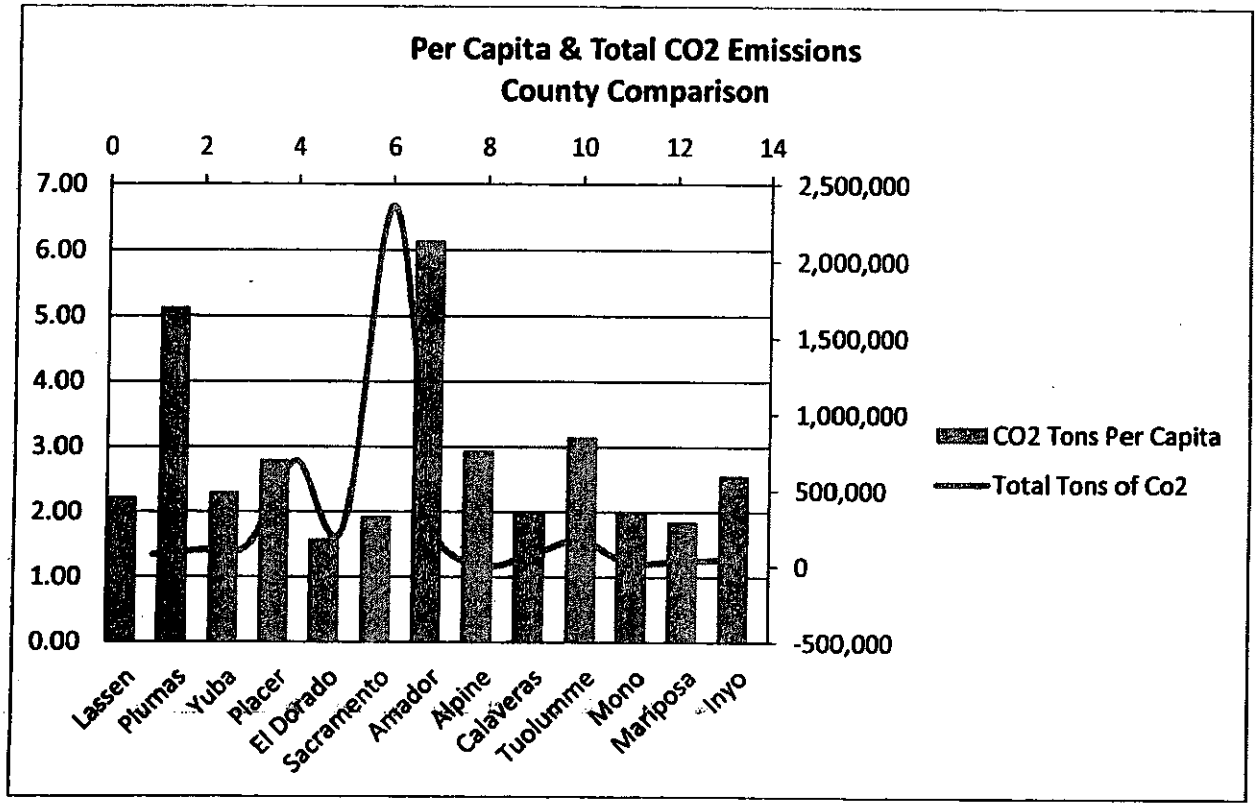


Figure 3 illustrates the annual greenhouse gas emissions for the State of California from 2000 to 2009. Note that the emissions vary annually and range from 453 MMT to 485 MMT. 2009 emissions decrease due to large decreases in both transportation and electric power. All of the data from the State of California came from the CARB website (see Appendix A: California Greenhouse Gas Inventory for 2000-2009).

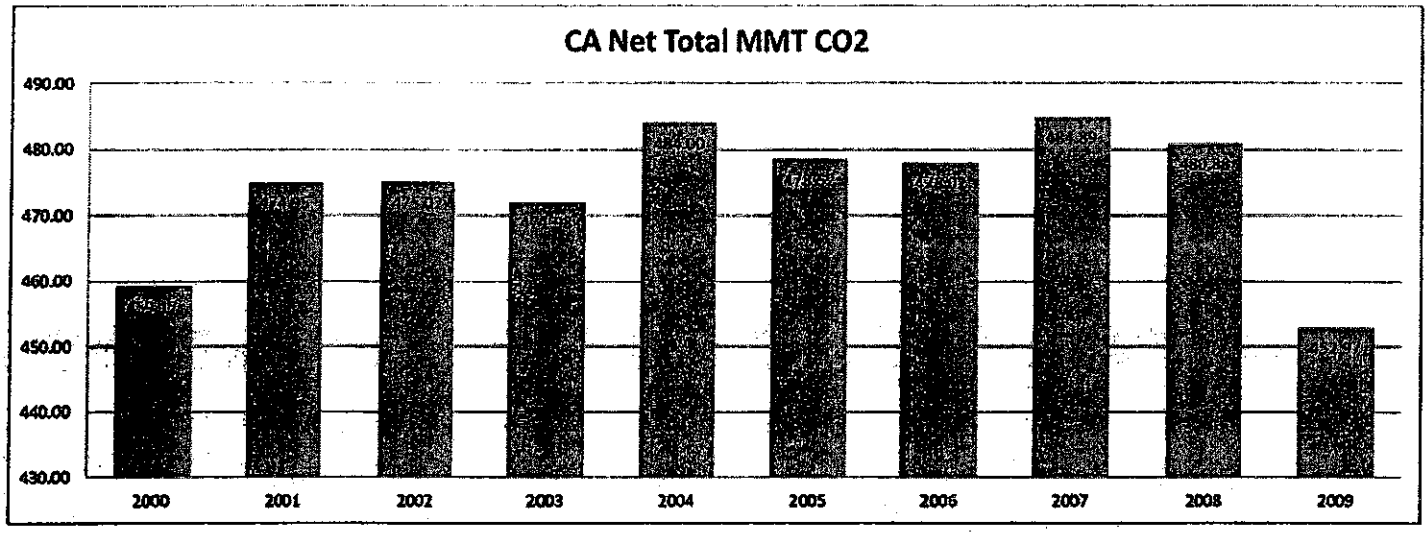
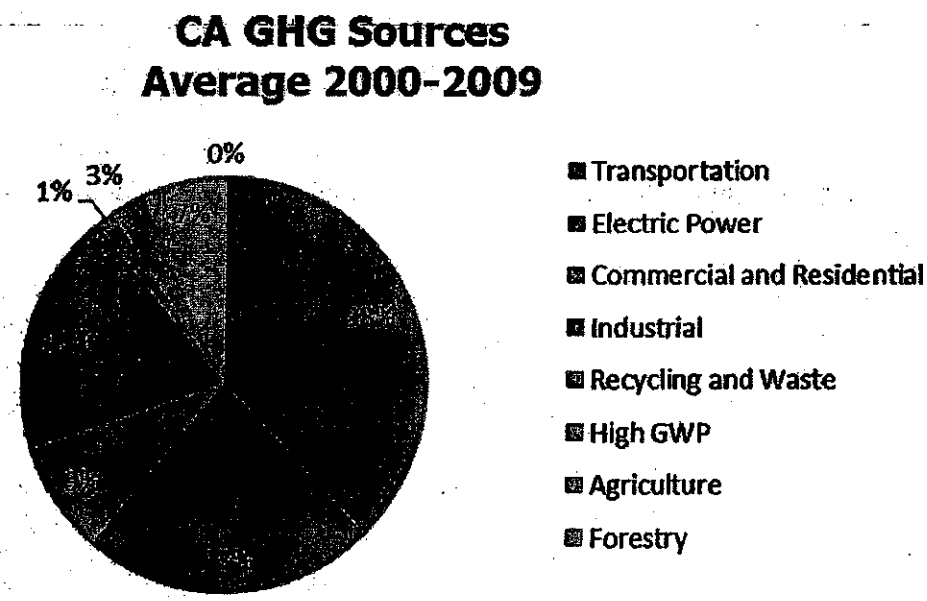


Figure 4 summarizes the greenhouse gas emissions in California by source. Note that similar to Inyo County, transportation is the largest source of emissions for the state as a whole. Electricity is also the second highest cause of emissions in the County.



California State Perspective

This section provides a perspective of Inyo County related to the state as a whole. The State's emissions range annually and from 2000 to 2009 they ranged from 453 million metric tonnes (MMT) in 2009 to 485 MMT in 2007. Executive Order S-3-05, signed on June 1, 2005, outlines the State's emission reductions targets:

- Reduce emissions to 2000 levels by 2010
- Reduce emissions to 1990 levels by 2020
- Reduce emissions to 80 percent below 1990 levels by 2050

These targets can only be met with the corporation of local governments. The majority of Greenhouse gas emissions in the state (as well as Inyo County) come from transportation.

Table 7 illustrates the emissions by California in million metric tonnes (MMT) from 2000 to 2009. This data was taken from the California Air Resources Board (CARB), see Appendix A: California Greenhouse Gas Inventory for 2000-2009.

Table 7. GHG Emissions (MMT) for California, 2000-20009

	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	Average 2000-2009
Transportation	171.71	174.79	181.28	179.39	193.18	186.07	186.64	187.08	177.97	172.92	181.10
Electric Power	105.96	122.90	109.70	113.69	116.27	109.02	105.72	115.08	121.22	103.58	112.31
Commercial and Residential	42.92	40.99	42.96	41.32	42.67	41.04	41.66	41.92	41.54	42.95	42.00
Industrial	96.62	93.34	94.29	91.58	93.49	92.75	92.31	89.78	87.09	81.36	91.26
Recycling and Waste	6.55	6.65	6.61	6.71	6.68	7.00	7.09	7.06	7.26	7.32	6.89
High GWP	10.76	11.29	11.89	12.59	13.34	13.88	14.54	14.81	15.77	16.32	13.52
Agriculture	28.95	29.10	32.26	30.67	32.34	32.61	33.75	32.91	33.68	32.13	31.84
Forestry	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19
Totals	463.66	479.25	479.18	476.14	498.16	482.56	481.90	488.88	484.72	456.77	

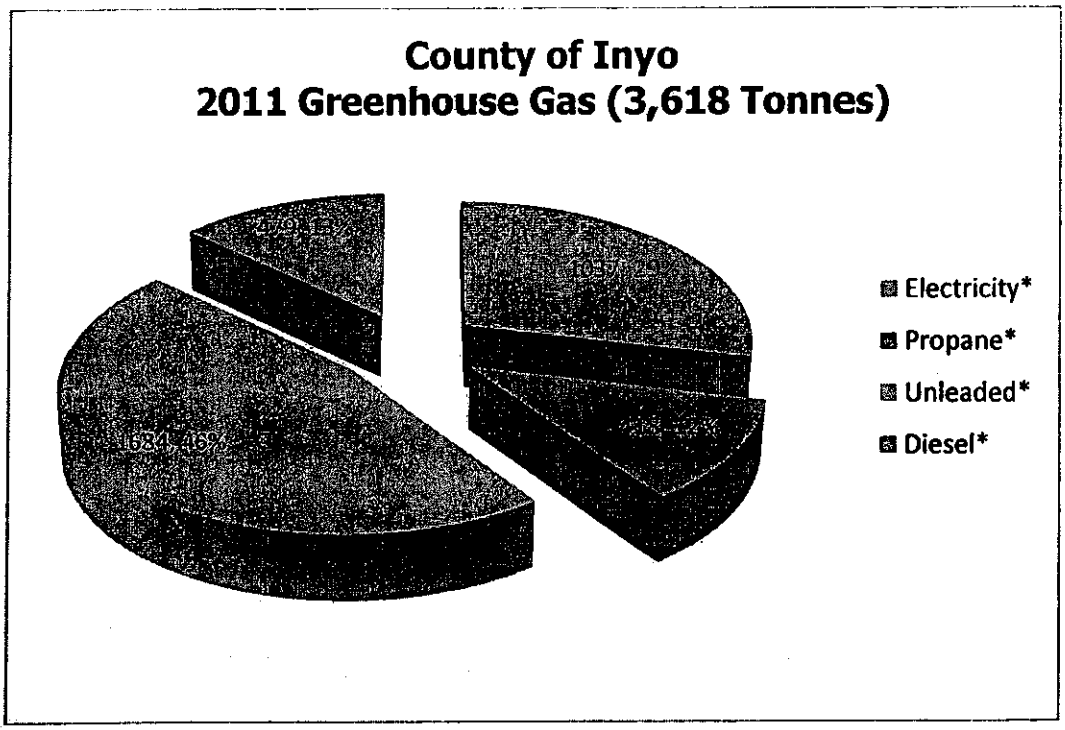


Table 3 illustrate the greenhouse gas emissions in 2011 by facility and energy type.

Table 3. 2011 Inyo Facilities Usage				
Building:	Electricity (kWh)	Propane (Gallons)	Electricity GHG (MT)	Propane GHG (MT)
Administration - Bishop	74,349	N/A	34	N/A
Administration - Indy	54,977	N/A	25	N/A
Airport Hangers 1, 4, 6, 7, 8	22,953	3,378	10	19
Airport Terminal	35,976	728	16	4
Big Pine Legion Hall	9,836	1,932	4	11
County Services Bldg. (S. St)	121,245	N/A	55	N/A
Bishop Library/Offices	41,787	1,495	19	9
Courthouse & Annex	620,560	21,717	281	125
Eastern California Museum	43,541	1,483	20	9
Bishop Senior Center	53,440	3,777	24	22
HHS & Probation (Main St.)	81,935	550	37	3
Inyo County Jail	638,054	20,815	289	120
Water Department Building	37,004	1,607	17	9
Juvenile Detention Center	195,488	10,879	89	63
Road Shop Independence	78,388	4,206	36	24
HHS - Grove St Bishop	176,793	N/A	80	N/A

Table 4 illustrates the greenhouse gas emissions produced by the county vehicle fleet for the fiscal year 2010 to 2011.

Table 4. FY 2010-2011 Vehicle Fleet Consumption								
Fuel	Annual Cost	Annual Gallons	Period	# of Vehicles	Average mpg	Highest mpg	Lowest mpg	$/gallon
Waste Management Unleaded	$123,000	*$34,687	FY10-11	4	17	20	11	*$3.55
Waste Management Diesel			FY10-11	30	NA	NA	NA	NA
Motor Pool Unleaded	$451,750	129,974	FY10-11	219	16.629	27	11	$3.48
Motor Pool Diesel		NA	FY10-11	11	17.64	17	10	NA
Road Department Unleaded	$90,983	25,186	FY10-11	47	NA	NA	10	$3.61
Road Department Diesel	$181,359	47,197	FY10-11	66	NA	NA	NA	$3.84
Totals	$847,092	237,044		377				$3.57

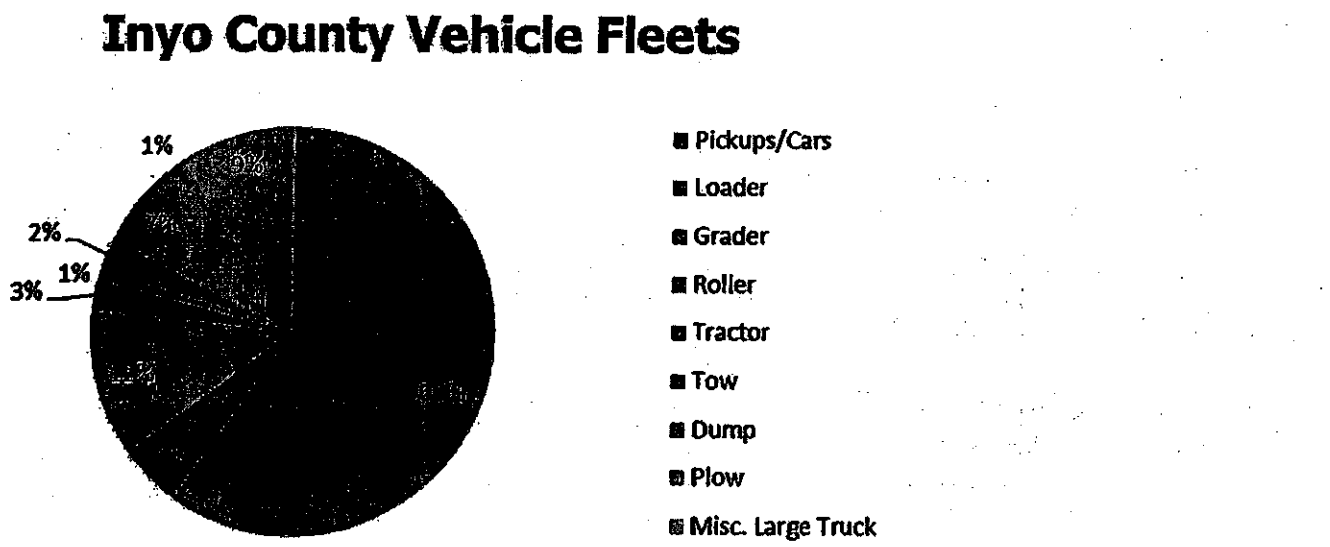
*Values have been estimated based on the average cost per gallon and the total annual cost.

Table 6 illustrates the mean, median, and range of the city and highway miles per gallon for the county Motor Pool which contains the majority of the county owned pickups and cars. These values were found based on each vehicles year, make, and model.

Table 6. Miles per Gallon Data for County Vehicle Fleets									
Fleet	Mean CMPG*	Lowest City	Highest City	Median CMPG	Mean HMPG**	Median HMPG	Lowest Highway	Highest Highway	$/Gallon
Motor Pool	17	11	27	16	23	23	14	35	3.48

*City mile per gallon
**Highway mile per gallon

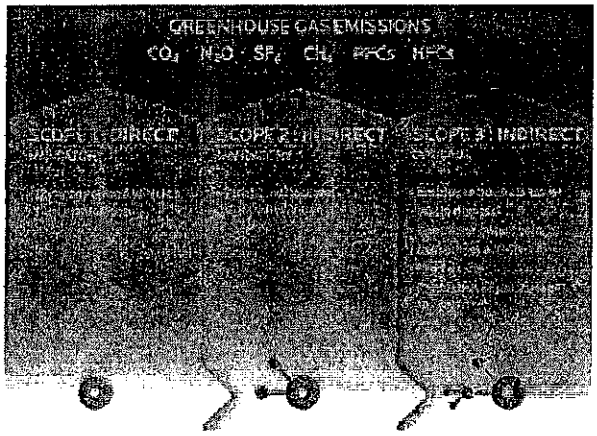
Figure 2 summarizes the makeup of the County vehicle fleet. Note that most of the vehicles are large trucks with relatively low MPG ratings.



Introduction

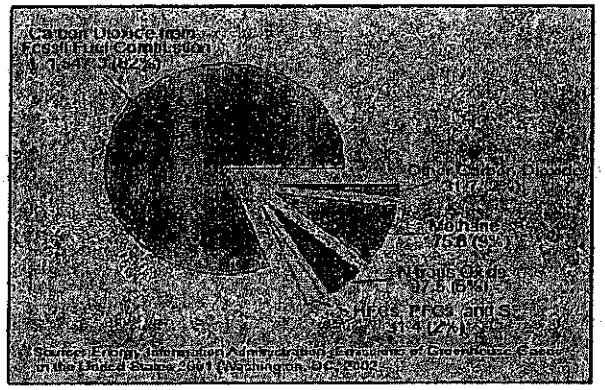
The greenhouse gas aspects of the Energy Action Plan are being developed in conformance with California Air Resource Board (CARB), as well as national and international standards. Because the focus of the County is on energy efficiency and energy savings, building on established standards allows the EAP to take advantage of the many direct links between energy savings and greenhouse gas savings.

The Greenhouse Gas Protocol (GHG Protocol) is the most widely used international accounting tool for government and business leaders to understand, quantify, and manage greenhouse gas emissions. The Greenhouse Gas Protocol Corporate Accounting and Reporting Standard was developed by the World Resource Institute (WRI) and World Business Council for Sustainable Development (WBCSD). It provides a step-by-step guide for organizations to use in quantifying and reporting their GHG emissions. Although the county is not currently regulated by the CARB, when and if greenhouse gas reporting and benchmarking becomes mandatory, the procedures and metrics will already be in place by applying these protocols.



Calculating the County's carbon footprint involves establishing operational boundaries, identifying emissions associated with operations, categorizing these as direct or indirect emissions, and choosing the scope of accounting and reporting. In order to best follow current CARB reporting requirements, this document will target all Scope 1 and Scope 2 requirements. Likewise, it is important to note that, of the 6 compounds comprising the County's carbon footprint, CO2 is the only compound which will be involved with this reporting. A brief review of the definition of the 6 types of GHG compounds provides insight into why only CO2 emissions are being considered:

1. **CO2 – Carbon Dioxide** - Gas that is emitted upon humans or animals exhaling, and is inhaled by plants. It is also noted that CO2 is used in a typical soda drink. Predominantly, however, CO2 is a byproduct from combustion (i.e. is emitted from automobiles, transportation, heating, and electric power production and, as a result, electrical power usage).
2. **N2O – Nitrous Oxide** - Colorless, non-flammable gas also known as "laughing gas". Gas used in surgery and dentistry for analgesic effects.
3. **SF6 – Sulfur Hexafluoride** – Inorganic, colorless, odorless, and non-flammable greenhouse gas that is used for the casting of magnesium, and a filling for insulated glazing of windows.
4. **CH4 - Methane** – Colorless, gas emitted by humans and animals. Methane can be used as a fuel to generate electricity.
5. **PFCs – Perfluorocarbons** – Organofluorine compounds that contain only fluoride and carbon bonded together.. These are commonly found in the textile industry.
6. **HFCs – Hydroflourocarbons**- Hydrogen, fluoride, and carbon compounds that do not harm the ozone layer if they contain chlorine, or bromine. Used as refrigerants in place of CFC's. Note that, although the County employs refrigerants, most are HCFC's and are in amounts well below CARB thresholds for monitoring or regulation.



As may be noted from the above, aside from CO2, the other five compounds are very specific to processes or businesses not impacted by County operations.

Project Scope

As stated in the introduction, the County has included scopes 1 and 2 in the greenhouse gas inventory. The Greenhouse Gas Protocol defines Scope 1 as county owned vehicles and fuel combustion. In the case of Inyo County this includes:

- ✓ the three vehicle fleets[1]: the motor pool, the road department, and the waste management fleets.
- ✓ all of the heating systems (furnaces, boilers, hot water heaters). This corresponds directly to all propane use described and quantified in the EAP.

Scope 2 is defined as purchased electricity and heat. For Inyo County, this includes all electric use (i.e. as described in the EAP). Purchased heat refers to steam or hot water which can be available in large central heating or cooling "loops" in large cities. Inyo county has no purchased heat.

Note that, the GHG Inventory, in order to correspond directly to the EAP, excludes County facilities less than 4,500 square feet.

Methodology

The County used a calculation based methodology to estimate the greenhouse gas emissions from government activities. The year 2011 was used as the baseline year for this study. The electrical and propane data are from January to December of 2011 while the vehicle fleet data is the fiscal year 2010-2011 which is form July 2010 to June 2011.

The total consumption of electricity, propane, unleaded gasoline, and diesel fuel was then multiplied by the conversion factors listed in Table 1. This created an estimate of the metric tonnes of greenhouse gas that the county emits annually.

Table 1. Conversion factors[2]				
1	kWh	=	*1*	kWh/lb-ghg
1	Gallon (Propane)	=	*12.7*	gallon/lb-ghg
1	Gallon (Diesel)	=	*22.4*	gallon/lb-ghg
1	Gallon (Unleaded)	=	*19.6*	gallon/lb-ghg
1	MT (Tonnes)	=	*2205*	lbs

Results

The County of Inyo emitted an estimated 3,618 MT in 2011. Table 2 illustrates the results broken out by energy type.

Table 2. Overall GHG Emissions for 2011		
Electricity	1037	MT (Tonnes)
Propane	418	MT (Tonnes)
Unleaded gasoline	1684	MT (Tonnes)
Diesel	479	MT (Tonnes)
Total GHG	3618	MT (Tonnes)

Figure 1 illustrates the percentage that each energy type contributes to the total greenhouse gas emissions of the County.

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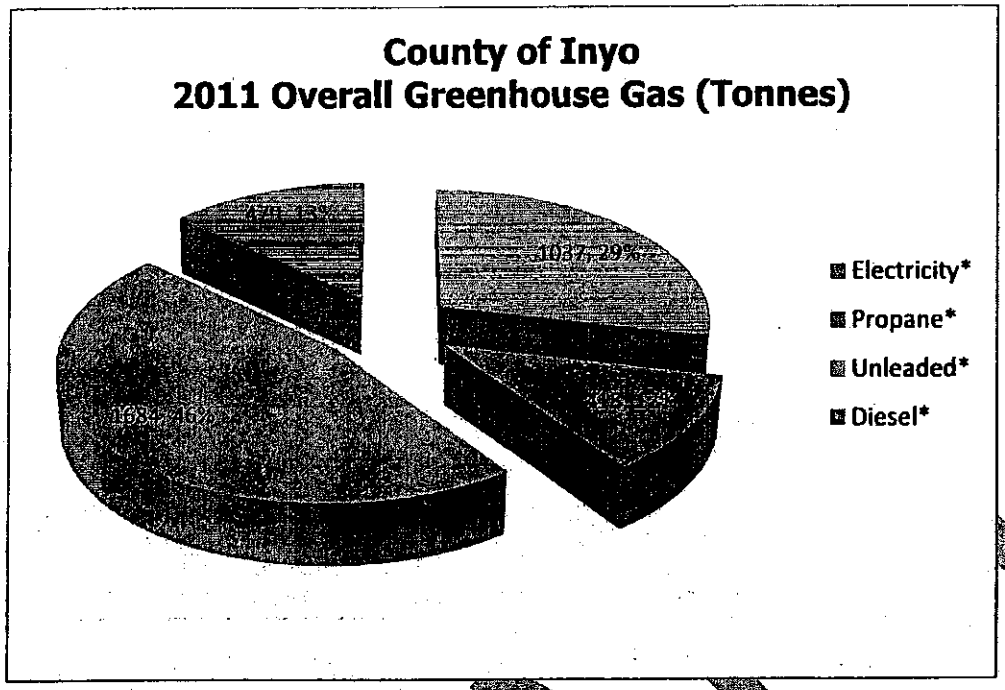
[1] See Appendix B for itemized vehicle counts for the motor pool, the road department, and the waste management fleet, respectively.

[2] Scope 1 and 2 greenhouse gases are directly proportional to electric, propane, gasoline and diesel usage. However conversion factors can vary. These are provided so that future GHG inventories employ consistent factors, or adjust the baseline to recognized or required conversion factors.



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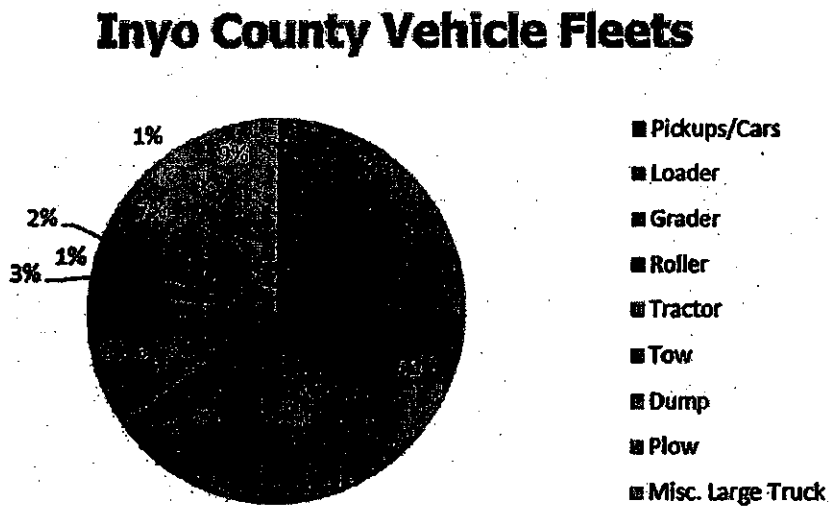

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Industrial	96.62	93.34	94.29	91.58	93.49	92.75	92.31	89.78	87.09	81.36	91.26
Recycling and Waste	6.55	6.65	6.61	6.71	6.68	7.00	7.09	7.06	7.26	7.32	6.89
gh GWP	10.76	11.29	11.89	12.59	13.34	13.88	14.54	14.81	15.77	16.32	13.52
Agriculture	28.95	29.19	32.26	30.67	32.84	32.61	33.75	32.91	33.68	32.13	31.84
Forestry	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19	0.19
Totals	463.66	479.25	479.18	476.14	498.16	482.56	481.90	488.83	484.72	456.77	

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Figure 3 illustrates the annual greenhouse gas emissions for the State of California from 2000 to 2009. Note that the emissions vary annually and range from 453 MMT to 485 MMT. 2009 emissions decrease due to large decreases in both transportation and electric power. All of the data from the State of California came from the CARB website (see Appendix A: California Greenhouse Gas Inventory for 2000-2009).

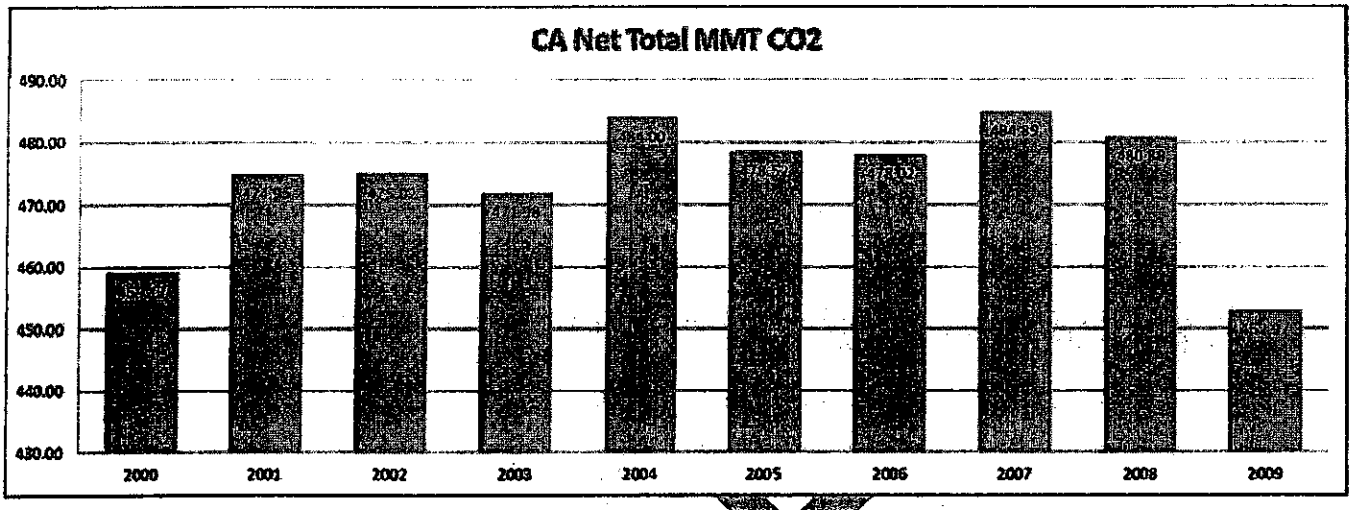
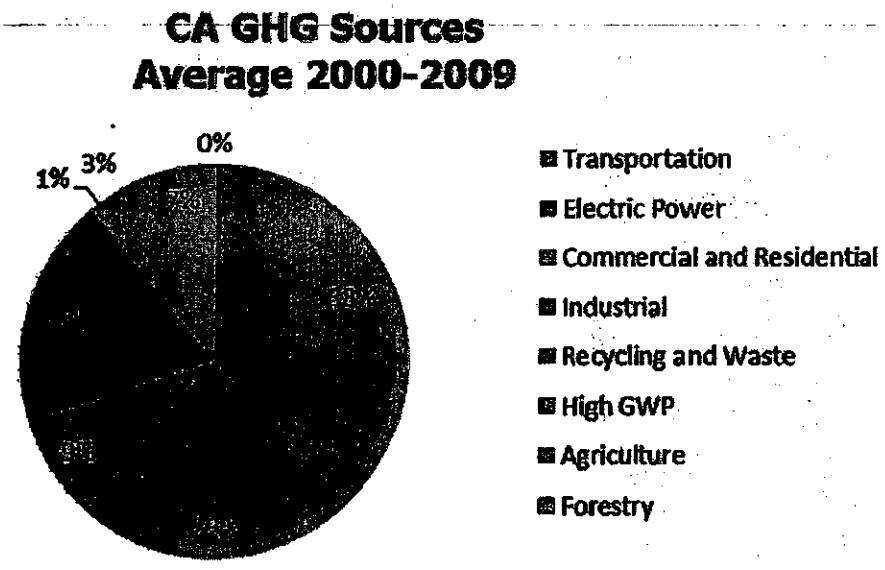


Figure 4 summarizes the greenhouse gas emissions in California by source. Note that similar to Inyo County, transportation is the largest source of emissions for the state as a whole. Electricity is also the second highest cause of emissions in the County.



Discussion & Recommendations

This inventory, 2011, will serve as the county's baseline data for measuring changes in greenhouse gas emissions and for identifying the largest sources of emissions due to county activity.

The results indicate that the majority (59%) of greenhouse gas emissions in the county come from its vehicle fleet. This does not, however, include county facilities smaller than 4,500 square feet which may alter the results. The vehicle fleet has mostly cars and trucks with an average highway MPG of 23 and city MPG of 17. The cars range from 1952 to 2012 models. The rest of the fleet is made up of large trucks and tractors that use mostly diesel fuel.

The facilities with the highest emissions are the least energy efficient. Any energy reduction projects within the county will reduce the resultant greenhouse gas emissions.

The energy and cost reduction goals of the county will directly effect the greenhouse gas emissions. If energy and cost reduction goals are met, the emissions will decrease proportionately. The county would like to focus on energy and cost reduction rather than setting a specific emissions reduction target.

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Appendix A: California Greenhouse Gas Inventory for 2000-2009

Appendix B: Itemized Vehicle Counts for the Motor pool, Road Department, and Waste Management Fleets

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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: September 11, 2012

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Meeting of A) August 21, 2012; and B) August 28, 2012.

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 (M*ust 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)

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
21-22-23
24-25-26
27-28

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for X Closed Session ☐ Informational

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: SEPTEMBER 11, 2012

SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)]. – Robert Raymond v. Kammi Foote United States District Court Eastern District of California Case No. 1:12-CV-01407-AWI-JLT

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: Labor Relations Administrator, Sue Dishion, Information Services Director, Brandon Shults, and Planning Director Josh Hart.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators:Labor Relations Administrator Sue Dishion.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director Child Support Services Susanne Rizo, and Chief Probation Officer Jeff Thomson.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators:CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

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.

REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8] - Property: APN001-104-09, 512 N 2nd Street, Bishop, California - Negotiating Parties: County Administrator, HHS Director, and Interim Public Works Director - Negotiations: Terms and Conditions

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 9.5.12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 9.5.12
(The Original plus 20 copies of this document are required)