# 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.

## September 25, 2012

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

***PLEDGE OF ALLEGIANCE***

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

1. ***PUBLIC COMMENT***

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

3. ***INTRODUCTION*** – Mr. Fred Aubrey and Mr. Brandon Nelson, Equipment Operators in the Road Department will be introduced to the Board.

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

***COUNTY ADMINISTRATOR***

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

***ASSESSOR***

5. Request Board ratify and approve Amendment No. 3 to the Contract between the County of Inyo and Harold W. Bertholf for assessment appeal assistance for the period of July 1, 2011 through December 31, 2012, increasing the amount of the Contract by $100,000 to a total Contract amount not to exceed $175,000; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

***HEALTH AND HUMAN SERVICES***

6. ***Behavioral Health Services*** – Request Board ratify and approve the Contract between the County of Inyo and Echo Group for the provision of support services for electronic billing and health records, for the period of July 1, 2012 through June 30, 2013, in an amount not to exceed $106,031.08; and authorize the Chairperson to sign the Contract and the HIPPA Business Association Agreement.

7. ***Health Services*** – Request Board approve and ratify Amendment No. 1 to the Contract between the County of Inyo and Richard O. Johnson, MD, changing the dates that the Contractor is paid from the 5th and 20th of each month to the County designated bi-weekly payroll schedule; and authorize the Chairperson to sign.

***PUBLIC WORKS***

8. Request approval of a Resolution accepting the improvements and authorizing the recording of a Notice of Completion for the Nine-Mile Canyon Road Guardrail Installation Project.

9. Request Board award and approve the Contract for the Eastern Sierra Regional Airport – Airport Lighting Vault Improvement Project to Speiss Construction Company, Inc., in the amount of $339,115, and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained; and authorize the Interim Public Works Director to sign all other Contract documents, including change orders, to the extent permitted by Public contract Code §20142 and other applicable law.

***ROAD DEPARTMENT***

10. Request Board authorize the payment of $12,589 to CA Emergency Management Agency for Invoice No. 12-04589 to close out CDAA DR 200302-August 2003 Storms, Cal EMA #027-0000.

***SHERIFF***

11. ***Emergency Services*** - Request Board approve the Contract between the County of Inyo and Geographic Technologies Group for the provision of address point verification services in an amount not to exceed $33,700 for the period of September 25, 2012 through December 29, 2012; and authorize the Chairperson to sign.

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

12. ***COUNTY ADMINISTRATOR*** – Request Board appoint Supervisor Linda Arcularius to represent the Inyo County Board of Supervisors on the Western Counties Alliance Board of Directors.

13. ***COUNTY ADMINISTRATOR – Budget*** - Request Board A) review and discuss the FY 2012-2013 Final Board Approved Budget including but not limited to: 1) those changes to the CAO Recommended Budget that are included in the Addendum and 2) any other changes which may be made as a result of this discussion; B) adopt the FY 2012-2013 Final Budget as recommended by the County Administrator and as amended, as necessary; C) approve resolution adopting the Final Budget for Fiscal Year 2012-2013; D) authorize and direct the County Administrator and Auditor-Controller to approve and make payments, greater than $10,000 to Inter-Agency Visitor Center and Tri-Country Fairgrounds as provided for in the Advertising County Resources budget; and E) authorize and direct the County Administrator to develop and execute contracts with all Grants-In-Support program funding recipients identified in the Grants-In-Support budget.

14. ***COUNTY ADMINISTRATOR – Emergency Services*** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

15. ***PUBLIC WORKS*** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the Administrative Secretary I position comes from the Public Works Budget as certified by the Interim Public Works Director and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Administrative Secretary, the position could possibly be filled through an internal recruitment, however, an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one Administrative Secretary I, at Range 56 ($2,980 – $3,618).

16. ***PUBLIC WORKS*** – Request Board A) approve the plans and specifications for the Bishop Library Re-roofing Project and authorize the Interim Public Works Director to advertise for bids for the project; and B) authorize the Interim Public Works Director to award and approve the Contract for the project if the bids are within the project budget and to sign the Contract, contingent upon the appropriate signatures being obtained and authorize the Interim Public Works Director to sign all other Contract documents, including change orders, to the extent permitted by Public contract Code §20142 and other applicable law.

17. ***PUBLIC WORKS*** – Request approval of the resolution authorizing the submittal of the application for the State of California Division of Aeronautics matching grant for construction of the ESRA – Airport Lighting Vault Improvements, accepting the allocation of State Airport Improvement Program (AIP) matching funds, and authorizing the Interim Public Works Director to execute the grant agreements and any other documents required to apply for and accept the funds.

18. ***HEALTH AND HUMAN SERVICES – Misc.*** – Request approval of a letter to Diana Dooley, Secretary of the California Health and Human Services Agency requesting recognition as a comprehensive and integrated health and human services system, allowing flexibility of use of certain funds; and authorize the Chairperson to sign.

19. ***HEALTH AND HUMAN SERVICES – Emergency Services*** – Request Board approve the Joint Powers Agreement between the counties of San Bernardino, Mono and Inyo for the purpose of providing for the operation and management of a multi-county emergency medical services system and delineating responsibilities for such operation and management, effective upon approval by all three entities; and authorize the Chairperson to sign.

20. ***HEALTH AND HUMAN SERVICES – Health Services*** – Request authorization to purchase Catastrophic Inmate Medical Insurance (CIMI) for one year, beginning October 1, 2012 and ending September 30, 2013, provided by Unimerica Life Insurance Company in the amount of $16,646; and authorize the Chairperson to sign the Application for Excess Loss Insurance and the Inmate Medical Benefit Plan Document.

21. ***HEALTH AND HUMAN SERVICES – Social Services*** – Request approval of the Child Welfare System Improvement Plan (SIP) , which includes the Office of Child Abuse Prevention (OCAP) Plan and authorize the Chairperson to sign the SIP cover sheet, the OCAP plan cover sheet and the Notice of Intent for CAPIT/CBCAP/PSSF plan contracts.

22. ***PLANNING*** – Request Board review the draft chapter for the Inyo National Forest for the Implementation Strategy/Plan for Region 5 Leadership Intent for Ecological Restoration.

23. ***PLANNING*** – Request Board receive a presentation from staff about coordination with the Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input.

24. ***WATER DEPARTMENT*** – Request Board receive an update on Inyo-Mono Integrated Regional Water Management Plan (IRWMP) activities and provide direction concerning (a) action items on the September 26, 2012 Regional Water Management Group meeting for the IRWMP and (b) application to act as fiscal agent for the Inyo-Mono IRWMP.

25. ***COUNTY COUNSEL*** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the Office Assistant III position comes from the General Fund as certified by County Counsel and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Office Assistant III, the position could possibly be filled through an internal recruitment, however, an open recruitment is more appropriate to ensure a qualified applicant pool; and C) approve the hiring of one Office Assistant III at Range 48 ($2,480 - $3,007).

26. ***CLERK OF THE BOARD*** – Request approval of the minutes of the Board of Supervisors Meetings of A) September 4, 2012 and B) September 11, 2012.

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

*11:00 a.m.* 27. ***HEALTH AND HUMAN SERVICES – ESAAA*** – Request Board A) review staff recommendation for awarding of Eastern Sierra Area Agency on Aging Ombudsman contract; B) hear an appeal from a lower scoring respondent to the RFQ; and C) award the ombudsman contract, contingent upon the required designation by the California department of Aging Ombudsman Office, to the appropriate respondent, contingent upon the Board's adoption of future budgets.

28. ***HEALTH AND HUMAN SERVICES – ESAAA*** – Request Board reject the response from California Indian Legal Services to the Request for Qualifications to provide Legal Assistance through Eastern Sierra Area Agency on Aging (ESAAA) based on the legal opinion from County Counsel, and provide direction to staff regarding the procurement of legal services for ESAAA seniors.

29. ***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.

*1:00 p.m.* 30. ***BOARD OF EQUALIZATION*** *(The Board will convene as the Board of Equalization to conduct Assessment Appeal Hearings – Separate Agenda).*

*2:30 p.m.* 31. ***WATER DEPARTMENT*** – Request Board A) provide direction to the County's Standing Committee Representatives on the attached Agenda for the September 26, 2011 Standing Committee Meeting to be held in Bishop at the Tri-Country Fairgrounds; and B) address LADWP's request to the Standing Committee concerning the McNally Ponds Enhancement/Mitigation Project.

## CORRESPONDENCE - ACTION

32. ***INYO COUNCIL FOR THE ARTS*** – Request approval of a resolution designating the Inyo Council for the Arts as the County's Partners to the California Arts Council.

## BOARD MEMBERS AND STAFF REPORTS

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

33. ***PUBLIC COMMENT***

## CLOSED SESSION

34. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [PURSUANT TO GOVERNMENT CODE §54956.9(a)]*** – *B3 PARTNERS, LLC, an Oregon limited liability company v. The County of Inyo; the Inyo County Board of Supervisors, et al.*, Inyo County Superior Court Case No. SICV CV 1253471.

35. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [PURSUANT TO GOVERNMENT CODE §54956.9(a)]*** – *Center for Biological Diversity, a non-profit public interest corporation; Public Employees for Environmental Responsibility, a national non-profit alliance of local, state and federal resource professionals, v. Inyo County and Inyo County Board of Supervisors,* Inyo County Superior Court Case No. SICVPT 12-53821

36. ***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.

37. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [PURSUANT TO GOVERNMENT CODE §54956.9(a)]*** – *City of Los Angeles, Department of Water and Power of the City of Los Angeles, v. Inyo County Board of Supervisors, et. al.,* Inyo County Superior Court Case No. 12908: Blackrock 94 Dispute Resolution.

38. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [PURSUANT TO GOVERNMENT CODE §54956.9(c)]*** – Decision whether to initiate litigation (two cases).

39. ***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.

40. ***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.

41. ***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.

42. ***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.

43. ***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.

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

***REPORT ON CLOSED SESSION AS REQUIRED BY LAW***

***CORRESPONDENCE - INFORMATIONAL***

45. ***ENVIRONMENTAL MENTAL HEALTH – Proposition 65 Report*** – Notice of a turbine oil leak at the site of transformers close to a stream in the Bishop area.

46. ***BOARD OF STATE AND COMMUNITY CORRECTIONS*** – 2010-12 Biennial Inspection Audit of the Inyo County Adult Detention Facility.

47. ***BUREAU OF LAND MANAGEMENT*** – Notice of Proposed Action regarding the intent to remove graffiti that may occur within Wilderness, Wilderness Study Areas and non-wilderness areas managed by the Bishop Field Office.

48. ***INYO NATIONAL FOREST*** – Notification of an environmental assessment for a proposal to implement a Forest Order closing endangered Sierra Nevada bighorn sheep habitat to domestic goat use.

AGENDA

# INYO COUNTY/LOS ANGELES STANDING COMMITTEE

1:00 p.m.
September 26, 2012

Tri-County Fairgrounds
~~Patio Building~~Home Economics Building
Bishop, California

*The public will be offered the opportunity to comment on each agenda item prior to any action on the item by the Standing Committee or, in the absence of action, prior to the Committee moving to the next item on the agenda. The public will also be offered the opportunity to address the Committee on any matter within the Committee's jurisdiction prior to adjournment of the meeting.*

1. **Action Item:** Approval of documentation of actions from May 4, 2012 meeting.

2. Runoff and Operations update

3. Report on status of Green Book revisions.
   a. Facilitator Status
   b. Ecological Society of America participation
   c. Schedule

4. Report on Owens Lake Groundwater Evaluation Project and Master Plan.

5. Report on well construction and well lining activities.

6. Report on Saltcedar Program activities.

7. Report on possible modifications to Van Norman Field E/M Project.

8. Report on litigation concerning Big Pine Northeast Regreening E/M Project.

9. **Action Item:** Request pursuant to Water Agreement Section XXVI.B for resolution of issues regarding E/M project water supply.

10. **Action Item:** Request pursuant to Water Agreement Section XXVI.B for resolution of issues concerning vegetation parcel Blackrock 94.

11. **Action Item:** Resolution of issue regarding the McNally Ponds E/M Project

12. Public Comment.

13. Confirm schedule for future Standing Committee meetings.

14. Adjourn.

**Standing Committee meeting protocols (Adopted May 11, 2011)**

The Inyo/Los Angeles Long-Term Water Agreement (LTWA) define the Standing Committee in Section II:

*As agreed by the parties, the Department representatives on the Standing Committee shall include at least one (1) member of the Los Angeles City Council, the Administrative Officer of the City of Los Angeles, two (2) members of the Board of Water and Power Commissioners, and three (3) staff members. The County representatives on the Standing Committee shall be at least one (1) member of the Inyo County Board of Supervisors, two (2) Inyo County Water Commissioners, and three (3) staff members.*

The LTWA further provides that:

*Regardless of the number of representatives from either party in attendance at a Standing Committee or Technical Group meeting, Inyo County shall have only one (1) vote, and Los Angeles shall have only one (1) vote.*

The Standing Committee adopts the following protocol for future Standing Committee meetings.

1. In order for the Standing Committee to take action at a meeting, representation at the meeting will consist of at least four representatives of Los Angeles, including one member of the Los Angeles City Council or Water and Power Commission, and four representatives of Inyo County, including one member of the Board of Supervisors.

2. A Chairperson from the hosting entity will be designated for each meeting.

3. In the event that an action item is on the meeting agenda, Los Angeles and Inyo County shall each designate one member to cast the single vote allotted to their entity at the onset of the meeting. The Chairperson may be so designated. Agenda items that the Standing Committee intends to take action on will be so designated on the meeting agenda.

4. If representation at a Standing Committee meeting is not sufficient for the Standing Committee to act, the Standing Committee members present may agree to convene the meeting for the purpose of hearing informational items.

5. Meeting agendas shall include any item within the jurisdiction of the Standing Committee that has been proposed by either party.

6. The public shall be given the opportunity to comment on any agenda item prior to an action being taken. The public will be given the opportunity to comment on any non-agendized issue within the jurisdiction of the Standing Committee prior to the conclusion of each scheduled meeting. At the discretion of the Chairperson, reports from staff or reopening of public comment may be permitted during deliberations.

7. The Chairperson may limit each public comment to a reasonable time period. The hosting entity will be responsible for monitoring time during public comment.

8. Any actions taken by the Standing Committee shall be described in an action item summary memorandum that is then transmitted to the Standing Committee at its next meeting for review and approval. This summary memorandum shall also indicate the Standing Committee members present at the meeting where actions were taken.

9. Standing Committee meetings shall be voice recorded by the host entity and a copy of the recording shall be provided to the guest entity.

10. (Added February 24, 2012) The Standing Committee may also receive comments/questions in written form from members of the public. Either party may choose to respond, however, when responding to a public comment/question, whether verbally or in writing, any statements made by either party may represent the perspective of that party or the individual making the response, but not the Standing Committee as a whole (unless specifically agreed to as such by the Standing Committee). When either party responds in writing to public comment/question, that response will be concurrently provided to the other party.

For Clerk's Use Only:
**AGENDA NUMBER**

4

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF** September 25, 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.)*<br>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.)*<br>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.)<br>Approved:_____ Date_____ |

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

For Clerk's Use Only:
**AGENDA NUMBER**

5

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Tom Lanshaw, Assessor

**FOR THE BOARD MEETING OF: September 25, 2012**

**SUBJECT:** Contract with the firm of Harold W. Bertholf, Inc. for Assessment Appeal Assistance

***DEPARTMENTAL RECOMMENDATION:***

Request your Board:

1. Ratify amendment #3 to the contract between the County of Inyo and the firm of Harold W. Bertholf for assessment appeal assistance for a period from July 1, 2011 to December 31, 2012 increasing the amount of the contract by $100,000 to a total contract amount not to exceed $175,000, and authorize the Chairperson to sign the contract contingent upon all signatures being obtained.

***CAO RECOMMENDATION:***

***SUMMARY DISCUSSION:***

The Coso geothermal power plants have filed assessment appeals for the January 1, 2010 and January 1, 2011 and are expected to file on January 1, 2012 lien dates. Due to the magnitude of this appraisal and the number and complexity of issues involved, both the County Counsel and the Assessor have concluded it would be prudent for the County to retain special counsel to assist the Assessor in understanding and receiving relevant data to prepare the taxable value. Special counsel will also be available for and preparing for appeal hearings if needed.

***ALTERNATIVES:***

Decline to enter into the agreement with the firm of Harold W. Bertholf, Inc. and inform County Counsel and the Assessor that the Board does not wish to hire an outside appraiser to assist the Assessor in the Coso assessment matter.

This is not recommended because the legal and factual issues involved in the appraisals are numerous and complex. For those reasons, both the County Counsel and Assessor believe that it is prudent for the County to hire outside counsel to assist in preparing the Coso assessed value.

***OTHER AGENCY INVOLVEMENT:***

County Counsel

***FINANCING:***

As a cost associated with geothermal administration it is appropriate that the funds to pay for this contract will come from the Geothermal Royalties Fund and will be paid out of the County Administrators budget 010200 object 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.)*<br>Approved: _____ Date 9/10/12 |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*<br>Approved: _____ Date 9/13/12 |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br>Approved: _____ Date _____ |

***DEPARTMENT HEAD SIGNATURE:*** Thomas W Lanshaw Date: 9-13-12
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

**AMENDMENT NUMBER 3 TO**
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**
**HAROLD BERTHOLF, INC.**
**FOR THE PROVISION OF ASSESSMENT APPEAL ASSISTANCE**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and HAROLD BERTHOLF, INC., of SACRAMENTO, CALIFORNIA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 1, 2012, on County of Inyo Modified Contract No. 118, for the term from July 1, 2011 to December 31, 2012;

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:

2. Paragraph **3. CONSIDERATION.** Subparagraph D., Limit upon amount payable under Agreement, is amended to read as follows:

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, including those for travel, incidental, and per diem expenses, if any, shall not exceed One Hundred Seventy FiveThousand Dollars ($175,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel, per diem, or incidentals, which is in excess of the contract limit, and, likewise, Contractor shall not be required to provide any services to the County hereunder once the "contract limit" has been paid to Contractor.

The effective date of this Amendment No. 3 to the Agreement is July 1, 2012.

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

// Nothing Follows\\

**AMENDMENT NUMBER 3**
**TO AGREEMENT BETWEEN THE COUNTY OF INYO AND**
**HAROLD BERTHOLF, INC.**
**FOR THE PROVISION OF ASSESSMENT APPEAL ASSISTANCE**

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

**COUNTY OF INYO**

By: _____

Dated: _____

**CONTRACTOR**

By: _____
Signature

Harold W. Bertholf
Type or Print

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

/S/.Contract\Amendments\BertholfAmnd3 091112

For Clerk's Use Only:
*AGENDA NUMBER*

6

# AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

**FROM:** HEALTH & HUMAN SERVICES – Behavioral Health

**FOR THE BOARD MEETING OF:** September 25, 2012

**SUBJECT: ECHO Contract**

## ***DEPARTMENTAL RECOMMENDATION:***

Request your Board ratify the contract between the County of Inyo and the Echo Group for a total amount not to exceed $106,031.08 for the period of July 1, 2012 to June 30, 2013; contingent on the Board's adoption of the FY12/13 budget, and authorize the Chairperson to sign the contract and the HIPPA Business Association Agreement.

## ***CAO RECOMMENDATION:***

## ***SUMMARY DISCUSSION:***

This contract is late coming before your Board as we have been working with the ECHO group to provide us with the necessary contract language and provisions to meet our needs in this important area of electronic billing and health records. Our discussions have included the HHS Management, the IT Director, County Counsel and Behavioral Health staff. This current contract represents the maintenance agreement for the current Share Care product only.

Behavioral Health began the implementation of the Echo Share Care product in April 2010 and has since implemented both the billing and the clinical portion. Our fiscal staff members have been fairly satisfied with the product and have been confident that we are making adequate progress in understanding and utilizing the product, knowing its strengths and challenges. The implementation has taken place concurrent with Medi-Cal billing changes at the State level with Short Doyle II (SDMC II).

Medi-Cal billing has always been a cumbersome and complicated process with challenges stemming from continual changes at the State level, subsequent changes in the Share Care product, as well as making sense of the business rules associated with SDMC II, as the rules have evolved over the years. For example, until very recently, there had been difficulty with the successful billing of Medicare which in turn, affected Medi-Cal billing for "dual eligibles". Echo has installed most of the necessary enhancements in Share Care to facilitate SDMC II claiming for dual eligibles, although a few outstanding items remain that need to be addressed. These include installation of two HCPC's codes to allow the bypass of Medicare claiming where appropriate. Also, there is no ability to insert an override code for a certain type of service that would allow seemingly duplicate services - that are not duplicates - to bypass SDMC II edits. Echo is aware of these outstanding issues. Not only are we vocal about them, their other California customers are impacted as well.

With the addition of the daily "data dump", which provides full access to the data within Share Care, the overall perception of the usefulness of the product has increased, as staff can now create custom reports for various tracking and revenue forecasting purposes. The "data dump" allows staff to create custom reports and extracts of client data for reporting and quality assurance purposes, as well as reports on productivity, timeliness of services and other quality monitoring data needs.

We have now completed our second full year of use of the electronic record portion. The Share Care product has been the first product that we have used for this purpose. We have been successful in entering all progress notes, assessments and treatment plans. We are continuing to also implement the "Doctors First" portion of the record to track prescriptions and current medication information. This will be important for use as we move further into bidirectional care with our partners in physical or primary heath.

There have been problems inherent in the product that have continued to cause challenges and difficulties. For instance, the product does not allow for consumer signing of the treatment plans into the product. In order to meet Medi-Cal compliance standards, we must continue to have both a paper-based product as well as the electronic version. This is inefficient and frustrating to staff. We continue to need to use some "work arounds" as we use the product. We remain in close contact with the Share Care staff and with our IS department to advocate for our needs.

We are exploring the implementation of an updated Virtual Health Record (VHR) product that also meets "meaningful use" criteria established by the federal government to ensure that health care providers nationwide implement compatible electronic health records. We will move forward with bringing this before your Board as we feel comfortable in evaluating its use. Six other small to medium/large counties have implemented Share Care and we will look for ways to work with these counties to voice our needs.

***ALTERNATIVES:***

Your Board could deny approval of this contract. This would result in an inability to produce a claim to draw down Medi-Cal funds. The Division would need to identify a viable alternative and implement.

***OTHER AGENCY INVOLVEMENT:***

California Department of Health Care Services, Medi-Cal and Medicare programs.

***FINANCING:***

MHSA IT funds, Medi-Cal Administrative funds and Mental Health Realignment. This expense will be budgeted in Mental Health (045200) in Professional & Specialized 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: 8/31/2012 |
| 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: 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: 8/31/12 |
| INFORMATION SERVICES DIRECTOR: | **INFORMATION SERVICES AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Information Services prior to submission to the Board Clerk.)* Approved: Date: 8/27/12 |

***DEPARTMENT HEAD SIGNATURE:***
**(Not to be signed until all approvals are received)** Date: 9-9-12

**AGREEMENT BETWEEN COUNTY OF INYO**
**AND** The ECHO Group
**FOR THE PROVISION OF** Information Technology **SERVICES**

## INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Information Technology services of The ECHO Group of Conway, New Hampshire (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 Gail Zwier, Ph.D., whose title is: Behavioral Health 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 $106,031.08 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 | |
| Behavioral Health | Department |
| 162 J Grove Street | Street |
| Bishop, CA 93514 | City and State |

| | |
|---|---|
| Contractor: | |
| The ECHO Group | Name |
| 15 Washington Street | Street |
| Conway, New Hampshire 03818 | 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** The ECHO Group
**FOR THE PROVISION OF** Information Technology **SERVICES**

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

**COUNTY OF INYO**

By: _____

Dated: _____

**CONTRACTOR**

By: Debbie Angelico
Signature

Debbie Angelico
Print or Type Name

Dated: 6/22/12

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** The ECHO Group
**FOR THE PROVISION OF** Information Technology **SERVICES**

## TERM:

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

## SCOPE OF WORK:

Paragraphs 1. Support Services, 2. Software updates, and 3. Hosting Services, from the Software Support and Maintenance Agreement attached.

CONSIDERATION:
Notwithstanding the terms of Paragraph 3. B. Travel and per diem - Contractor shall be reimbursed for travel and per diem in the event that additional training or on-site services are requested and approved under separate work order by County while Contractor is providing the services outlined in the Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Gail Zwier, Ph.D. whose title is Behavioral Health Director. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses.

Notwithstanding the terms of Paragraph 3.E. Billing and payment - Contractor shall submit to the County an annual invoice under this Agreement.

CANCELLATION:
Notwithstanding the terms of Paragraph 14. CANCELLATION - Maintenance Fees will not be refunded to the County in the event County cancels the Agreement without cause. In the event the provisions of Paragraph 22. FUNDING LIMITATIONS, apply, prorated maintenance fees will be refunded to the County. In the event Contractor cancels this Agreement for any reason whatsoever, prorated maintenance fees will be refunded to the County.

ASSIGNMENT:
Notwithstanding Paragraph 15. ASSIGNMENT - County will not unreasonably withhold written consent to assign monies due under this Agreement.

1. **Support Services**

A. ECHO shall provide telephone support for the ECHO products as listed in Attachment B of this Agreement. Telephone support services will include assistance related to routine questions regarding use of the products, assistance in identifying and verifying the causes or suspected errors or malfunctions in the products, advice on detours for identified errors or malfunctions, where reasonably available, and advice on the best means for correcting operator error. Telephone support does not include Implementation or Training services or the development of new programs by COUNTY. ECHO will make a good faith effort to respond to COUNTY requests for telephone support between the hours of 8:30 a.m. to 5:30 p.m. P.T. Monday through Friday within two hours, except for ECHO holidays. ShareCare Support can be reached by e-mail at sharecaresupport@echoman.com or by phone at (510)238-2727.

*B.* ***Telephone support specifically excludes any questions arising from:***

1. Modifications to software by persons other than ECHO personnel
2. Products not listed in Attachment B of this Agreement.
3. Correction of operator error. ECHO will answer questions resulting from operator error; however, corrections made by ECHO to COUNTY database as a result of operator error are not included.
4. COUNTY operating system, telecommunications and/or hardware products
5. Third-party software products including but not limited to Delphi™, Cold Fusion™, any SQL engines and Crystal Reports ™.

C. In the event that the resolution of a support case involves ECHO's correction of a COUNTY data error, ECHO will provide written documentation of the error identified and the script or other method used to correct the data. No data will be adjusted without the prior written consent of authorized COUNTY personnel.

D. The COUNTY agrees to assume responsibility for installation and maintenance of an Internet connection with a reliable connection speed as identified by ECHO to enable access to your hardware configuration for purposes of remote support. An email address is also required for the purpose of upgrades and updates.

E. ECHO reserves the right to refuse requests for support made by customers without a current agreement or with an undisputed receivable balance due to ECHO in excess of thirty (30) days overdue.

F. **Priorities and Escalation** ECHO prioritizes its support requests and responds to those requests in the following fashion:

1. A Priority 1 issue begins when the one of the following occur as a result of an ECHO system failure to perform in accordance with its Software Documentation:

   a) COUNTY formally reports that the COUNTY's system is down and inaccessible to all or a majority of COUNTY personnel. This may take the format of an email or other written communication.

   b) COUNTY is unable to produce bills or create charges, or

   c) COUNTY is unable to post payments

2. These issues will receive immediate attention from support department management and the COUNTY's business analyst during the hours specified in paragraph 1 listed above. Both will coordinate a plan of action as soon as practicable, and will provide regular updates to COUNTY personnel on the status and resolution of the issue. The Chief Executive Officer and / or the Director of Engineering will be notified if the issue is not resolved within four hours.

3. a It is understood that at the COUNTY's discretion, the COUNTY may be entitled to claim against the maintenance fees paid during the applicable year in the event a Priority 1 issue results in downtime exceeding three business days. Such claim would be calculated as one-fifty-second of the annual software support and maintenance fee for each three days that the system is down (no proration) up to the total software support and maintenance fee paid for that specific year.

4. All other support issues are identified as Priority 2 issues. Each support case under this category is assigned to a Support Department Specialist and if the specialist is unable to provide an immediate resolution to the issue, they will involve other support, quality assurance and development personnel as required.

2. **Software Updates**

A. ECHO will provide the COUNTY with updated, enhanced versions of all ECHO products described in Attachment B of this Agreement. The interval of updates and new features of updates will be at ECHO'S sole discretion, but will include consideration of all COUNTY requests. Funding source or COUNTY specific enhancements will be done only at standard ECHO rates, as will the cost of incorporating enhancements into funding source or COUNTY specific software.

B. Shipment of updates, corrections, or other software by ECHO will be by lowest cost carrier. Request by the COUNTY for faster shipment will result in all shipping costs being borne by the COUNTY.

3. **Hosting Services**

A. ECHO Responsibilities

ECHO will maintain application, database, and communications servers adequate for COUNTY to operate the software defined in Attachment B. Hosting will include:

1. Installation of all application software defined in Attachment B.
2. Installation of all operating system and communications software necessary on the server to operate the software and number of users defined in Attachment B.
3. Creation of the initial database necessary for the operation of the application software
4. Maintenance of the application database, including indexes, stored procedures and triggers
5. TCP/IP communications linkages accessible to COUNTY via the Internet
6. Adequate data storage capacity for application software operation
7. Network Monitoring
8. A full database back-up will be executed nightly, without interruption of system operation. In addition, at least four (4) times during each ECHO workday, a complete transaction log back-up will be made. Verification of successfully completed backup processes is included
9. Monitoring of key system metrics including: Threshold based monitoring of CPU utilization, file systems space utilization, and memory utilization

10. Network/firewall monitoring
11. Server Redundancy: In order to maximize system availability, server redundancy will be maintained, including web server and application server, as well as industry standard RAID data storage configuration. In addition, Internet connectivity will have multiple broadband or faster connections.
12. Security / Encryption: ECHO will utilize industry standard digital certificates that provide a minimum of 128-bit encryption through Secure Socket Layer (SSL) technology to manage server-based security of COUNTY data and data communications.
13. Updates and System Maintenance
14. Database and operating system software will be installed and maintained in operating order
15. ECHO will provide updated versions of application, database and operating system software at intervals determined by ECHO
16. ECHO will establish maintenance timeframe windows with COUNTY for required updates and general system maintenance that will limit access to the system.

B. COUNTY Responsibilities

System Support

1. COUNTY shall provide all of the local equipment and operating systems necessary for operation of the products.

2. COUNTY shall install and pay the cost of the high speed communication interface with the Internet with which the products will operate

3. From time to time, ECHO may need the assistance of the COUNTY in diagnosing a support issue. The COUNTY will assist ECHO in performing diagnostic activities in connection with a request for services under this Agreement

## ATTACHMENT B

## AGREEMENT BETWEEN COUNTY OF INYO
**AND** The ECHO Group
**FOR THE PROVISION OF** Information Technology **SERVICES**

**TERM:**

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

**SCHEDULE OF FEES:**

See attached B.2 Payment Grid

## B.2 PAYMENT GRID.

| Description | Unit Type | Rate | Total # Units | Maximum Contract Amount |
|---|---|---|---|---|
| Support, Maintenance and Hosting Services Fee for:<br>Sharecare Administrative and Billing (9 concurrent users)<br>Sharecare Clinical (15 concurrent users) | Annual | $ 89,941.08 | 1 | $ 89,941.08 |
| Support, Maintenance and Hosting Services Fee for:<br>DrFirst ePrescribing (1 Prescriber License) | Each | $600.00 | 1 | $ 600.00 |
| Support, Maintenance and Hosting Services Fee for:<br>Rapid Insight Lite (3 concurrent users, 1 at no charge) | Each | $995.00 | 2 | $ 1,990.00 |
| Support, Maintenance and Hosting Services Fee for:<br>Data Junction Lite | Each | $500.00 | 1 | $ 500.00 |
| Support, Maintenance and Hosting Services Fee for:<br>Database Replication Services | Month | $250.00 | 12 | $ 3,000.00 |
| Development, Implementaiton, Support, Maintenance for:<br>California Mandates | Hour | $225.00 | 44.4<br>as needed<br>and approved | Not to exceed<br>$10,000.00 per<br>year |
| | | | **MAXIMUM CONTRACT AMOUNT*** | **$ 106, 031.08**** |

* Any services needed that exceed the Maximum Contract Amount must be authorized by an Amendment executed by both parties.

** Contingent upon the availability of funds and approval by the County of Inyo Board of Supervisors

## END OF ATTACHMENT B

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**
**AND** The ECHO Group
**FOR THE PROVISION OF** Information Technology **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** The ECHO Group
**FOR THE PROVISION OF** Information Technology **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.

# COUNTY OF INYO
# HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the contract ("Contract") by and between the Health and Human Services _____ division, referred to herein as Covered Entity ("CE"), and _____, referred to herein as Business Associate ("BA"). This Agreement is effective as of _____(the "Agreement Effective Date").

**RECITALS**

CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI) (defined below).

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

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

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

**1. Definitions**

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

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

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely

relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care

operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in

advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. **Termination**

a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

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

5. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand ad agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement

when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. **Assistance in Litigation of Administrative Proceedings**

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

7. **No Third-Party Beneficiaries**

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

8. **Effect on Contract**

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

9. **Interpretation**

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

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

| COVERED ENTITY | BUSINESS ASSOCIATE |
|---|---|
| County of Inyo | |
| By: _____ | By: Debbie Angelico |
| Print Name: _____ | Print Name: Debbie Angelico |
| Title: _____ | Title: CFO |
| Date: _____ | Date: 6/5/12 |

For Clerk's Use Only:
*AGENDA NUMBER*

7

# AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

**FROM:** HEALTH & HUMAN SERVICES –

**FOR THE BOARD MEETING OF:** September 25, 2012

**SUBJECT: Amendment Number One (1) for the Contract between County of Inyo and Richard O. Johnson, MD**

## *DEPARTMENTAL RECOMMENDATION:*
Request that your Board ratify Amendment Number one (1) for the contract between County of Inyo and Richard O. Johnson MD, changing the dates that the contractor is paid from the 5th and the 20th of each month to the County designated payroll schedule (every other Friday), contingent upon approval of future budgets, and authorize the Chairperson to sign.

## *CAO RECOMMENDATION:*

## *SUMMARY DISCUSSION:*
In the most recent contract that was approved by your Board on June 26, 2012, the pay dates that are designated for this Contract Employee are the 5th and the 20th of each month. Now that the County has a newly designated Payroll Schedule beginning on September 7th where all employees, including Contract employees are paid bi-weekly (every other Friday) it was necessary to amend this contract to reflect that change. No other changes are being made to this contract at this time.

## *ALTERNATIVES:*
Your Board could choose not to approve this amendment which could then create an additional impact on the Auditor's Office as this Contract Employee would then be on a different pay schedule than all other County Employees.

## *OTHER AGENCY INVOLVEMENT:*

## *FINANCING:*
Funding for this contract is from State Health Budget funds, Health Realignment and Vehicle License Fees. This expense is budgeted in Health (045100) in Contract Employees (5002. There is no additional impact of funding with this amendment. 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.)*<br>Approved: yes Date: 9/7/2012 |
| AUDITOR/CONTROLLER: | **ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)*<br>Approved: yes Date: 9/10/12 |
| PERSONNEL DIRECTOR: | **PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)*<br>Approved: ✓ Date: 9/18/12 |
| BUDGET OFFICER: | **BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)*<br>Approved: _____ Date: _____ |

***DEPARTMENT HEAD SIGNATURE:***
**(Not to be signed until all approvals are received)** Jean Turner Date: 9-19-12

**AMENDMENT NUMBER 1 TO**
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**
Richard O. Johnson, MD
**FOR THE PROVISION OF PERSONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Richard O. Johnson, MD, of Health Officer (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Personal Services dated June 26, 2012, on County of Inyo Standard Contract No. 201, for the term from July 1, 2012 to June 30, 2017.

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:

Not withstanding paragraph 3.E. Billing and Payment, Officer shall submit to the County, bi-weekly, itemized statements of all services and work described in Attachment A which were performed by Officer in accordance with this Agreement. County shall make payment respectively to Officer, bi-weekly, on the County designated Payroll Schedule.

In Attachment B, Agreement between County of Inyo and Richard O. Johnson, MD under the Schedule of Fees, the Schedule of Fees is amended to read as follows:
Effective September 7, 2012 for the remainder of the Contract, COUNTY shall agree to pay a flat rate of $4,908.14 per pay period (every other Friday) and a flat benefit rate of $375.47 per pay period (every other Friday), on the County designated Payroll Schedule.

The effective date of this Amendment to the Agreement is July 1, 2012.

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

**AMENDMENT NUMBER 1 TO**
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**
Richard O. Johnson, MD
**FOR THE PROVISION OF PERSONAL SERVICES**

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

**COUNTY OF INYO**

By: _____

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 RISK ASSESSMENT:

_____
County Risk Manager

**CONTRACTOR**

By: _____
Signature

RICHARD O. JOHNSON
Print or Type Name

Dated: 8/31/12



062912

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 26th day of ***June,*** 2012 an order was duly made and entered as follows:

| | |
|---|---|
| HHS-Hlth. Serv./ Health Officer Contract | Moved by Supervisor Cash and seconded by Supervisor Cervantes to approve the Contract between the County of Inyo and Richard O. Johnson, MD, for Health Officer services, in an amount not to exceed $686,871, for the period of July 1, 2012 through June 30, 2017, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign. Motion carried unanimously. |

R. Johnson
Tamara
Fiscal
File

*WITNESS my hand and the seal of said Board this 26th*

*Day of* ***June*** ***2012***

*KEVIN D. CARUNCHIO*
*Clerk of the Board of Supervisors*

*By:* Patricia Gunsolley
*Patricia Gunsolley, Assistant*

*Routing*

CC
Purchasing
Personnel
Auditor
CAO
Other HHS
DATE: July 12, 2012

For Clerk's Use Only:
AGENDA NUMBER

15

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

X Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Health and Human Services/Health Division

**FOR THE BOARD MEETING OF:** June 26, 2012

**SUBJECT:** Health Officer Contract

## *DEPARTMENTAL RECOMMENDATION:*

Request the Board approve the contract between the County of Inyo and Richard O. Johnson, MD, for Health Officer services for an amount not to exceed $686,871 for the period of July 1, 2012 through June 30, 2017 and authorize the Chairperson to sign, contingent upon approval of budgets.

## *CAO RECOMMENDATION:*

## *SUMMARY DISCUSSION:*

A Request for Qualifications was created and advertised. Richard O. Johnson, MD, was the successful applicant. He is currently serving as the appointed Health Officer.

Health Officer shall provide duties as defined in the California Health and Safety Code, including oversight of communicable disease issues, reporting and prevention as required to observe, issue and enforce local orders and ordinances pertaining to public health; shall be available if needed to consult or assess in the diagnosis and treatment of patients with communicable disease; shall declare and/or provide leadership during a local health emergency/disaster preparedness for those situations in which a local public Health Officer may declare a local health emergency.

Health Officer shall provide leadership in public health matters to assure the effectiveness of community health services including: communicable disease control, maternal and child health, emergency services and disaster planning, family planning, laboratory services, and environmental health. In addition Health Officer shall conduct assessments and report on the health status of the community, using multiple epidemiologic survey and statistical methods, and provide consultation to public health staff on public health planning.

## *ALTERNATIVES:*

The Board can choose to deny this request which would result in further recruitment for the Health Officer position.

## *OTHER AGENCY INVOLVEMENT:*

The Health Officer provides Public Health leadership in coordination with many County and State agencies around issues of communicable disease, disaster preparedness and response, specific bioterrorism response and other health issues.

## *FINANCING:*

Funding for this contract is from State Health Budget funds, Health Realignment, and Vehicle License Fees.
This expense is budgeted in Health (045100) in contract Employees (5002).

| APPROVALS | |
|---|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 2/29/2012 |
| 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 6/1/12 |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: ✓ Date 6/4/12 |

***DEPARTMENT HEAD SIGNATURE:***
(Not to be signed until all approvals are received) Jean Turner Date: 6-5-12

AGREEMENT BETWEEN COUNTY OF INYO
AND Richard O. Johnson, MD
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

## INTRODUCTION

WHEREAS, Richard O. Johnson, MD (hereinafter referred to as "Officer") has been duly appointed as Health Officer for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

## TERMS AND CONDITIONS

### 1. SCOPE OF WORK.

The Officer 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 Officer to perform under this Agreement will be made by Tamara A. Cohn, whose title is: Clinical Services Directo Requests to the Officer 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 Officer by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Officer 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 Officer at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

### 2. TERM.

The term of this Agreement shall be from July 1, 2012 to June 30, 2017 unless sooner terminated as provided below.

### 3. CONSIDERATION.

A. Compensation. County shall pay Officer 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 Officer.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work requested by County under this Agreement. Officer shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Officer for approval to incur

travel and per diem expenses shall be submitted to Tamara A. Cohn, title Clinical Services Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Officer for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Officer without the prior approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer 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, Officer 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, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed-----$686,871.00---------- 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, including overtime, travel or per diem, which is in excess of the contract limit.

E. Billing and Payment. Officer shall submit to the County, twice a month, itemized statements of all services and work described in Attachment A which were performed by Officer in accordance with this Agreement. Those statements will be submitted to the County not later than the first (1st) and fifteenth (15th) day of the month. The statements to be submitted on the fifteenth (15th) of the month will cover the period from the first (1st) day of the month through and including the fifteenth (15th) day of that month. The statements to be submitted on the first (1st) of the month will cover the period from the sixteenth (16th) day of the month through and including the last day of the preceding month. These statements will identify by date and briefly describe the nature of the work and services which were performed. Officer's statements to the County will also include an itemization of any travel or per diem expenses incurred by Officer during that period. The itemized statements for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the itemized statements on the first (1st) and fifteenth (15th) of the month, the County shall make payment respectively to Officer on the fifth (5th) and the twentieth (20th) of the month.

F. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident), including social security.

4. WORK SCHEDULE.

Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Officer that the performance of these services and work will require a varied schedule. Officer, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of all services and work which is necessary.

## 5. PRE-EMPLOYMENT PHYSICAL.

Contractor is required as a condition of this Agreement to take and pass a County pre-employment physical. Failure to take or pass County's pre-employment physical, constitutes default under this Agreement, and may, and at the County's sole discretion, be grounds to terminate this entire Agreement.

County will provide Contractor, at County's sole expense, a pre-employment physical. Such pre-employment physical may include, but shall not be limited to, a medical history, a complete physical exam, a tuberculosis test, complete blood workup, mammogram, glaucoma test, X-rays, urine drug screen, and any other testing related to the physical requirements of the position as outlined in the County's Pre-Employment Physical Requirements Manual. The County Personnel Department, in its sole discretion, will resolve any question as to exactly what examination, testing, and procedures are required of Contractor under the County's Pre-Employment Physical Requirements Manual. The County's Personnel Department will issue all medical clearances. The County's Personnel Department will issue such clearances based upon the results of Contractor's pre-employment physical.

Except as provided below, Contractor's pre-employment physical must be taken and passed not more than 120 days prior to the date on which the term of this Agreement commences. The County's Personnel Department may, in its sole discretion, accept a pre-employment physical taken by Contractor more than 120 days prior to the date upon which the term of this Agreement commences, if Contractor has been continuously employed by the County since the date of that pre-employment physical. County is not bound by the results of any pre-employment physical taken by Contractor more than 120 days before the commencement date of this Agreement where the physical requirements of the position Contractor is assuming under this Contract, are different from those of the position Contractor was to assume when he took his pre-employment physical.

Contractor will not commence any work, or provide any services, under this Agreement until Contractor receives a written medical clearance from County to commence work. No work or services provided under this Agreement by Contractor prior to the Contractor's receipt of the written medical clearance from County, will be paid for by County. Further, until Contractor receives medical clearance from County, Contractor shall not be entitled to any other consideration or benefit under the terms of this agreement from County.

## 6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement. Further, during the term of this Agreement, Officer 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 Officer at no expense to the County. Officer will provide County, at County's request, 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 Officer 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.

## 7. SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, and telephone service as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement. Officer is not

authorized to incur any expense, and County is not obligated to reimburse or pay Officer, for any expense or cost incurred by Officer in procuring such items. Responsibility for other costs and expenses incurred by Officer in providing the services and work identified in Attachment A, will be the sole responsibility and obligation of Officer.

**8. COUNTY PROPERTY.**

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession. Officer will be financially responsible for any loss or damage to such items, partial or total, which is the result of Officer's negligence.

B. Products of Officer'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, Officer'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, Officer will convey possession and title to all such properties to County.

**9. WORKERS' COMPENSATION.**

County shall provide workers' compensation insurance coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

**10. STATUS OF OFFICER.**

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Health Officer of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County.

**11. DEFENSE AND INDEMNIFICATION.**

In the event the Officer is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Officer harmless from any and all liability arising from such acts as required by law.

**12. TERMINATION.**

This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County. This Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer thirty (30) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

## 13. ASSIGNMENT.

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

## 14. DEFAULT.

If the Officer abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Officer in default and terminate this Agreement upon five (5) days written notice to Officer. Upon such termination by default, County will pay to Officer all amounts owing to Officer for services and work satisfactorily performed to the date of termination. For purposes of this Agreement, abandonment of work is defined to include failure to report to work or to perform the work or services requested by County for a period of three (3) consecutive days.

## 15. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

## 16. CONFIDENTIALITY.

Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Officer agrees to keep confidential, all information and records obtained in the course of providing the work and services under this Agreement for the County. Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

## 17. CONFLICTS.

Officer agrees that he 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. Officer agrees to complete and file a conflict of interest statement.

## 18. POST AGREEMENT COVENANT.

Officer 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, Officer 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, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

19. FUNDING LIMITATION.

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Officer of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph ~~20~~ 21 (Amendment).

20. ATTORNEY'S FEES.

If either of the parties hereto brings any action or proceeding against the other, including, but not limited to, an action to enforce or to declare the termination, cancellation, 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.

21. 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.

22. NOTICE.

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

**County of Inyo**

Health & Human Services Department
P.O. Drawer H Street
Independence, CA City and State

**Officer:**

Richard O Johnson MD Name
P.O. Box 100 PMB 390 Street
Mammoth Lakes, CA 93546 City and State

23. 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** Richard O. Johnson, MD
**FOR THE PROVISION OF PERSONAL SERVICES**
**AS A COUNTY OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 26 DAY OF June, 2012.

**COUNTY OF INYO**

By: Marty Fortney

Dated: 6-26-12

**OFFICER**

By:

Dated: 5/15/12

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services



112304

## ATTACHMENT A

## AGREEMENT BETWEEN COUNTY OF INYO AND Richard O. Johnson, MD FOR THE PROVISION OF PERSONAL SERVICES AS A COUNTY OFFICER

## TERM:

## FROM: 7/1/2012 TO: 6/30/2017

## SCOPE OF WORK

CONTRACTOR shall provide Health Officer duties as defined in the California Health and Safety Code, including oversight of communicable disease issues, reporting and prevention as required to observe, issue and enforce local orders and ordinances pertaining to public health; shall be available if needed to consult or assess in the diagnosis and treatment of patients with communicable disease; shall declare and/or provide leadership during a local health emergency/disaster preparedness for those situations in which a local public Health Officer may declare a local health emergency.

CONTACTOR shall provide leadership in public health matters to assure the effectiveness of community health services including: communicable disease control, maternal and child health, emergency services and disaster planning, family planning, laboratory services, and environmental health. In addition contractor shall conduct assessments and report on the health status of the community, using multiple epidemiologic survey and statistical methods, and provide consultation to public health staff on public health planning.

CONTRACTOR shall in consultation with Heath & Human Services Administration provide communication of public health issues by issuing public health bulletins and answering media inquiries.

Such duties shall include twelve (12) hours per week and twenty-four hour, seven days a week (24/7) availability to the Inyo County Health and Human Services (HHS) Director, Public Health Clinical Director, or their designees, and attending periodic appropriate local interagency meetings as defined by the HHS Director or Clinical Services Director.

CONTRACTOR shall provide liaison services between the Inyo County Public Health programs and California Conference of Local Health Officers (CCLHO), including, but not limited to, participation in some CCLHO meetings and monitoring and tracking verbal and written communications.

COUNTY shall agree to allow CCLHO in-person participation of up to 6 days per fiscal year as part of this contract.

CONTRACTOR as a member of the public health disaster planning team shall contribute to the development and writing of preparedness plans, exercises and drills, protocols and after action reports.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**
**AND** Richard O. Johnson MD
**FOR THE PROVISION OF PERSONAL SERVICES**
**AS A COUNTY OFFICER**

**TERM:**

**FROM:** 7/1/2012 **TO:** 6/30/2017

**SCHEDULE OF FEES:**

Effective July, 1, 2012, for the remainder of the contract, COUNTY shall agree to pay a flat salary rate of $10,634.32 per month and a flat benefit rate of $813.53 per month.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Richard O. Johnson, MD
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

TERM:

FROM: 7/1/2012 TO: 6/30/2017

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Contractor will be reimbursed for travel and per diem per County's travel policy.

# 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
8

FROM: Public Works Department

FOR THE BOARD MEETING OF: September 25, 2012

SUBJECT: Resolution and Notice of Completion for the Nine Mile Canyon Road Guardrail Installation Project.

**DEPARTMENTAL RECOMMENDATIONS**: The Public Works Department requests that the Board approve the Resolution accepting the improvements and authorizing the recording of a Notice of Completion for the Nine Mile Canyon Road Guardrail Installation Project.

**CAO RECOMMENDATION**:

**SUMMARY DISCUSSION**: Coral Construction, of Wilsonville, OR, recently completed construction on the Nine Mile Canyon Road Guardrail Installation Project. The primary objectives of the Nine Mile Canyon Road Guardrail Installation Project were to install metal beam guardrail, guardrail delineators and culvert delineators along two stretches of Nine Mile Canyon Road. The project consisted of installing 6650 feet of treated and painted metal beam guardrail with steel posts, 1 flared end section, 3 in-line terminal sections, 9 culvert delineators, 99 guardrail delineators, and relocating 2 existing signs. There were a total of 3 Contract Change Orders issued for this project. The final cost of the Nine Mile Canyon Road Guardrail Installation Project is $253,384.36.

On August 10, 2012, the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed improvements and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the time period during which Stop Notices may be placed against the work. In the event that there are no Stop Notices filed, the retention must be returned to the contractor within 30 days of the filing of the Notice of Completion.

**ALTERNATIVES:** The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended because it will extend the time period during which Stop Notices can be filed and will delay the release of retention to the Contractor.

**OTHER AGENCY INVOLVEMENT:** County Counsel has reviewed the Resolution. The County Auditor's office will pay the retention currently being withheld. Caltrans, Local Assistance Office.

**FINANCING:** HSIP Funds, Budget Unit/Object Code 034601-5707

## 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 9/10/12 |
| 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 9/12/12 |
| PERSONNEL DIRECTOR | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) NA | Approved: Date |

**DEPARTMENT HEAD SIGNATURE:**
(Not to be signed until all approvals are received) Lynn M. Plaisier Date: 9/13/12

# RESOLUTION # 2012 -

## A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION FOR NINE MILE CANYON ROAD GUARDRAIL INSTALLATION PROJECT

**WHEREAS**, Doug Wilson, Interim Director of Public Works for the County of Inyo, has determined that the Nine Mile Canyon Road Guardrail Installation Project has been completed by Coral Construction in accordance with the Project Plans and Specifications.

**NOW, THEREFORE, BE IT RESOLVED,** that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Nine Mile Canyon Road Guardrail Installation Project.

Passed, approved and adopted this _____th day of September, 2012 by the following vote:

**AYES:**
**NOES:**
**ABSENT:**
**ABSTAIN:**

_____
Marty Fortney,
Chairperson, Board of Supervisors

**ATTEST:**

Kevin Carunchio, Clerk

by _____
Assistant Clerk to the Board

**RECORDING REQUESTED BY**
**AND TO BE RETURNED TO:**
County of Inyo
c/o Interim Director of Public Works
Public Works Department
168 No. Edwards Street
PO Drawer Q
Independence, CA 93526

# NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Nine Mile Canyon Road Guardrail Installation Project, on the property hereinafter described was completed on August 10, 2012 and was accepted by the Inyo County Board of Supervisors on September, 2012.

2. The property on which the Nine Mile Canyon Road Guardrail Installation Project has been completed and located is on the grounds of Nine Mile Canyon Road approximately 7 miles west of U.S. 395.

3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns or leases and maintains the real property upon which were involved in the construction of the Nine Mile Canyon Road Guardrail Installation Project.

4. The undersigned Doug Wilson is the Interim Director of Public Works of the County of Inyo and has been duly authorized pursuant to a Resolution adopted September, 2012 by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.

5. The name of the original contractor that constructed the Nine Mile Canyon Road Guardrail Installation Project pursuant to contract with the owner is Coral Construction.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions that are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated: _____

By: _____
Doug Wilson, Interim Director of Public Works

**VERIFICATION**

STATE OF CALIFORNIA )
) SS.
COUNTY OF INYO )

I, Doug Wilson, hereby declare: That I am the Interim Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Nine Mile Canyon Road Guardrail Installation Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated:_____

_____
Doug Wilson
Interim Director of Public Works

# 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
9

FROM: Public Works Department

FOR THE BOARD MEETING OF: September 25, 2012

SUBJECT: Award of the construction contract for the Eastern Sierra Regional Airport (ESRA) – Airport Lighting Vault Improvement Project.

**DEPARTMENTAL RECOMMENDATIONS**:

1. Award the construction contract for the project to Speiss Construction Company, Inc. of Santa Maria, California in the amount of $339,115.00;

2. Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures; and contingent upon adoption of the fiscal year 2012/2013 budget;

3. Authorize the interim public works director to execute all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.

**CAO RECOMMENDATION**:

**SUMMARY DISCUSSION**: At the August 7, 2012 meeting of the Board of Supervisors, (Board) the Board approved the plans and specification for the ESRA Airport Lighting Vault Improvement Project, and authorized the public works director to advertise for bids for the project. On September 11, 2012, the Board approved acceptance of an Airport Improvement Program (AIP) grant offer from the Federal Aviation Administration (FAA) for construction of the project in the amount of $352,877.00.

The scope of work for the project generally consists of manufacturing, furnishing and installing a new 12-foot wide by 21-foot long 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; extension of the power service from the old vault to the new vault; relocation as necessary and connection of lighting systems to the new vault, and; removal of the existing airport lighting systems from the existing vault. The existing vault will be cleaned and painted for use as storage shed. Construction of the project will have little impact on the airside operations at the airport.

On Monday, August 20, 2012, bids were opened for the ESRA Airport Lighting Vault Improvement Project. Six companies submitted bids:

| | |
|---|---|
| Speiss Construction Company of Santa Maria, California | $339,115.00 |
| R&B Development of Big Bear City, California | $360,150.00 |
| Vellutini Corporation dba Royal Electric | $368,052.40 |
| Cindy Bales Engineering of Big Bear City, California | $461,838.00 |
| Studebaker Brown Electric, Inc. of Roseville, California | $485,000.00 |
| Kendall Engineering Inc. of Bishop, California | $496,926.00 |

All bids except for the bid submitted by Kendall Engineering Inc. (Kendall) were found to be responsive to the requirements of the bid proposal. The bid received from Kendall was found to be non-responsive because the company president's signature was not acknowledged, and the company failed to specify the contract amount on

the Statement of Financial Responsibility. However, this does not affect the award of the contract because Kendall submitted the highest bid for the project.

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, which includes the cost for both construction and construction engineering. If the Board approves the California Division of Aeronautics (CDA) grant for the project, which is also on today's agenda, the Public Works Department will submit an application for a matching grant from the CDA for 5 percent of the federal grant ($17,644.00). The local match for remainder of the project cost is $21,564.00.

Based on Speiss Construction Company's bid of $339,115.00, the total cost of construction of the project, including construction engineering, is estimated at $392,085.00. The FAA and CDA grants, if the Board approves the resolution to submit the CDA application, will reimburse the county for approximately 95 percent of the construction costs. Therefore, because there is adequate funding for the project, and the low bidder, Speiss Construction Company, is responsive to the requirements of the bid proposal, the Public Works Department requests that the Board award the contract for the ESRA Airport Vault Lighting Improvement Project to Speiss Construction Company.

**ALTERNATIVES:** The Board could choose not to approve the construction contract for the Airport Lighting Vault Improvement Project. This is not recommended because the FAA grant is in place, and the improvements are needed.

**OTHER AGENCY INVOLVEMENT:**
The auditor's office to make payments to the contractor after the contract is awarded;
County counsel to review and approve the contract documents;
The FAA and CDA to reimburse the county for the project costs.

**FINANCING:** The project is funded by the FAA's ACIP, which will reimburse the county for 90 percent of the construction and construction engineering costs of the project ($352,877.00). The cost of construction will be paid through budget unit 630303, Eastern Sierra Regional (Bishop) Airport Improvement Projects, object code ~~5265, Professional and Special Services.~~ The county will pay the match ($21,564.00) through budget unit 011500, Public Works, object code 5850, In-Kind Contributions.
5700, CONSTRUCTION-IN-PROGRESS.

**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 9/13/12 |
| AUDITOR/CONTROLLER | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) | Approved: [signature] Date 9/17/12 |
| 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. Monigan
Date: 9/17/12

# CONTRACT

**for the**

## EASTERN SIERRA REGIONAL AIRPORT – AIRPORT LIGHTING VAULT IMPROVEMENTS

THIS CONTRACT is awarded by OWNER to CONTRACTOR on, and made and entered into effective as of **September 25, 2012,** by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter "OWNER"), and **Speiss Construction Company, Inc.** (hereinafter "CONTRACTOR"), for construction of the **EASTERN SIERRA REGIONAL AIRPORT – AIRPORT LIGHTING VAULT IMPROVEMENTS** (herein also "project"), which parties agree, for and in consideration of the mutual promises, as follows:

1. CONTRACTOR shall furnish all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the project in accordance with the contract documents and within the time for completion set forth in the contract documents, for:

Title: **EASTERN SIERRA REGIONAL AIRPORT – AIRPORT LIGHTING VAULT IMPROVEMENTS**

2. For the performance of all such work, OWNER shall pay to CONTRACTOR the total amount bid by CONTRACTOR for said project:

**Three Hundred Thirty-Nine Thousand, One Hundred Fifteen Dollars and No Cents ($339,115.00),**

adjusted by such increases or decreases as authorized in accordance with the contract documents, and payable at such times and upon such conditions as otherwise set forth in the contract documents.

3. CONTRACTOR and OWNER agree that this contract shall include and consist of (a) all of the provisions set forth expressly herein; (b) the bid proposal forms, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and (c) all of the other contract documents, all of which are incorporated herein and made a part of this contract by this reference, including without limitation, the bid package, the special provisions, including the appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

4. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Inyo County have been determined by the director of the State Department of Industrial Relations. These wage rates are available in the "General Prevailing Wage Determinations," available on the California Department of Industrial Relations website: www.dir.ca.gov. The current wage rates shown therein shall be the wage rates in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the Department of Industrial Relations are referenced, but not printed, in said General Prevailing Wage Determinations. Such rates of wages are also available at the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request.

5. The definition and meaning of the words used in this contract are the same as set forth in Section 10, "Definition of Terms," of the special provisions for this contract.

6. This contract, including the contract documents and all other documents which are incorporated herein by reference, constitutes the entire agreement between CONTRACTOR and OWNER with respect to the subject matter hereof.

**C O N T R A C T**
**for the**
**EASTERN SIERRA REGIONAL AIRPORT – AIRPORT LIGHTING VAULT IMPROVEMENTS**

IN WITNESS WHEREOF, OWNER and CONTRACTOR have each caused this contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

**OWNER**

COUNTY OF INYO

By: _____

Name: _____

Title: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

**CONTRACTOR**

_____

By: _____

Name: _____

Title: _____

Dated: _____

Taxpayer's Identification or Social Security Number:

_____

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

**COUNTY OF INYO**
**DEPARTMENT OF PUBLIC WORKS**

**EASTERN SIERRA REGIONAL AIRPORT – AIRPORT LIGHTING VAULT IMPROVEMENTS**

**FAITHFUL PERFORMANCE BOND**
(100% OF CONTRACT AMOUNT)

**KNOW ALL MEN BY THESE PRESENTS:** That **Speiss Construction Company, Inc.**
(Name of Contractor)

as Principal, hereinafter called Contractor, and, _____
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called Owner, in the amount of **Three Hundred Thirty-Nine Thousand, One Hundred Fifteen Dollars and No Cents ($339,115.00),** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

**WHEREAS,** Contractor has by written Contract, dated **September 25, 2012,** entered into an agreement with Owner for the Construction of the **EASTERN SIERRA REGIONAL AIRPORT – AIRPORT LIGHTING VAULT IMPROVEMENTS,** to be constructed in accordance with the contract for the **EASTERN SIERRA REGIONAL AIRPORT – AIRPORT LIGHTING VAULT IMPROVEMENTS**, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract".

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and is declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this _____ day of _____, 20 ___.

_____
(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

_____
(Title of Authorized Person)

_____
(Address for Notices to be Sent)

_____
(Name of Contractor)

By: _____
(Signature)

(SEAL)

_____
(Title of Authorized Person)

_____
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BY A NOTARY AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.** The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

**ADDRESS OF OWNER FOR NOTICES TO BE SENT:**

**County of Inyo (attn: Public Works Director)**
**224 North Edwards Street, P.O. Box N**
**Independence, California 93526**

**COUNTY OF INYO**
**DEPARTMENT OF PUBLIC WORKS**

**EASTERN SIERRA REGIONAL AIRPORT – AIRPORT LIGHTING VAULT IMPROVEMENTS NINE MILE CANYON ROAD GUARDRAIL INSTALLATION PROJECT**

**LABOR AND MATERIALS PAYMENT BOND**
(100% OF CONTRACT AMOUNT)

**KNOW ALL MEN BY THESE PRESENTS,** that **Speiss Construction Company, Inc.**
(Name of Contractor)

as Principal, hereinafter called CONTRACTOR, and _____
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinafter defined in the amount of **Three Hundred Thirty-Nine Thousand, One Hundred Fifteen Dollars and No Cents ($339,115.00)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,

successors and assignees, jointly and severally, firmly by these presents.

**WHEREAS,** Contractor has by written contract dated, **September 25, 2012,** entered into an agreement with County for the construction of the **EASTERN SIERRA REGIONAL AIRPORT – AIRPORT LIGHTING VAULT IMPROVEMENTS** (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the **EASTERN SIERRA REGIONAL AIRPORT – AIRPORT LIGHTING VAULT IMPROVEMENTS,** which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT".

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in performance of the Contract. Labor and material is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this _____ day of _____, 20____.

_____
(Name of Contractor)

By: _____
(Signature)

(SEAL)

_____
(Title of Authorized Person)

_____
(Address for Notices to be Sent)

_____
(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

_____
(Title of Authorized Person)

_____
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDMENTS MUST BE ATTACHED TO THIS BOND.** The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

**County of Inyo (attn: Public Works Director)**
**224 N. Edwards, P.O. Box N**
**Independence, California 93526**

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:** Road Department

**FOR THE BOARD MEETING OF:** September 25, 2012

**SUBJECT:** Payment of pior year obligation to California Office of Emergency Services

## *DEPARTMENTAL RECOMMENDATION:*

Request Board authorize the payment of $12,589 to CA Emergency Management Agency for Invoice No. 12-04589 to close out CDAA DR 200302 – August 2003 Storms, Cal EMA #027-0000.

## *COUNTY ADMINISTRATOR RECOMMENDATION:*

## *SUMMARY DISCUSSION:*

In August of 2003 the County of Inyo proclaimed a state of emergency as a result of severe flooding in the southeastern portion of Inyo County. The flood damage caused to the County's roads was estimated at $360,566. The State of California declared the emergency and the appropriate DSR's were prepared, submitted and approved by the State.

On June 1, 2004 the County was advised of the State's approval of the County's charges for road repairs amounting to $270,418 or 75% of the total and the County was issued a check in the amount of $267,714 which was 75% of the estimate, plus $27,042 for the 10% administration fee, less $29,746 for 10% billing retention. The money was deposited in the Road Budget Unit 034600.

In mid 2010 the County was advised by CalEMA that there was $29,746 in retention funds still available to be paid to the County once the final audit for the projects had been completed. Road Department staff reprised the records for the August 2003 Storms Disaster road repairs and the final figures were submitted to the State. The State's reconciliation of the documentation resulted in $42,335 being de-obligated from the originally approved DSR amounts. In order to closeout this emergency the State agreed to retain the County's retention funds of $29,746 and generated CA EMA Invoice No. 12-04589 in the amount of $12,589 to cover the remaining amount owed. The money to pay this invoice exists in the current Road Department Budget and the Department is requesting authorization to pay this prior year obligation in the amount of $12,589.

## *ALTERNATIVES:*

Your Board could choose to not authorize the payment of this prior year obligation and allow the amount to be withheld from current obligations. This alternative is not recommended in that each of the County's disasters are managed as individual events and using funding from a current disaster to cover the close-out costs of a prior disaster could result in confusion as current and future emergencies are closed out.

## *OTHER AGENCY INVOLVEMENT:*

N/A

***FINANCING:*** -

The funds to pay this invoice are in the current Road Budget and will be re-appropriated from Object Code 5309 - Road Materials to Object Code 5499 - Prior Year Refunds, which are both services and supplies and therefore don't require Board approval.

| **APPROVALS** | |
|---|---|
| COUNTY COUNSEL: | AGREEMENTS, PURCHASES, CONTRACTS, RESOLUTIONS 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.)*<br>Approved: Date |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the Auditor-Controller prior to submission to the Assistant Clerk of the Board.)*<br>Leslie L. Chapman Approved: ✓ Date 9/17/12 |
| 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.)*<br>Approved: Date |

***DEPARTMENT HEAD SIGNATURE:***
(Not to be signed until all approvals are received) Date: 9-17-12
(The Original plus 20 copies of this document are required)

# COUNTY OF INYO

## General Ledger Transaction Detail

**Report Date: 09/30/2004**

| Post Date | Sub-System | Reference | PEID | Description | Misc | Debits | Credits | Net Amount |
|---|---|---|---|---|---|---|---|---|
| **034600** | **ROAD** | | | | | | | |
| **4999** | **PRIOR YEARS REIMBURSEMENTS** | | | | | | | |
| 09/10/2004 | CR | CR034008 | N/A..N/A | ROAD DEPARTMENT RECEIPTS | | 0.00 | 267,714.00 | -267,714.00 |
| | | | | **Total PRIOR YEARS REIMBURSEMENTS** | | 0.00 | 267,714.00 | -267,714.00 |
| | | | | **Total ROAD** | | 0.00 | 267,714.00 | -267,714.00 |
| | | | | **Grand Tota** | | 0.00 | 267,714.00 | -267,714.00 |

STATE OF CALIFORNIA

ARNOLD SCHWARZENEGGER, Governor

GOVERNOR'S OFFICE OF EMERGENCY SERVICES
DISASTER ASSISTANCE RESOURCES BRANCH
GRANT MANAGEMENT SECTION - GRANT PAYMENTS UNIT
POST OFFICE BOX 419023
RANCHO CORDOVA, CALIFORNIA 95741-9023
PHONE: (916) 845-8110 FAX: (916) 845-8392

OES CALIFORNIA
Governor's Office of Emergency Services

June 1, 2004

Rene Mendez
Director of Emergency Services
Inyo County
168 N. Edwards Street
Independence, CA 93526

HM PA
F S DR: 2003-02
Project #
OES #: - 027 - 00000
A C G H
M P S
Doc Date: 6-1-04

Dear Mr. Mendez:

SUBJECT: STATE SUPPLEMENT # 0
DR# 2003-02
CDAA/OES# 027-00000

The Governor's Office of Emergency Services (OES) has approved Supplement # 0 in the amount of $297,460. The total amount now approved as the State share for this application is $297,460.

To receive payment for this supplement, please complete the enclosed Exhibit "D" (CDAA Form 3a) and return it to this office. If a Project Application for State Natural Disaster Assistance Act Program (CDAA Form 1) and a Designation of Applicants Agent Resolution (OES Form 130) are on file with our office, payment of the authorized State share will then be processed. Please refer to the enclosed Exhibit "C" for further details.

When all approved projects for this application are 100 percent complete, please contact Public Assistance to request final claim forms. Final claim forms must be submitted within 60 days of completion of all projects.

If items were disallowed during the review process, you have the right to appeal. Please submit your letter of appeal to the following address:

Disaster Assistance Branch
Public Assistance Section
P. O. Box 419023
Rancho Cordova, California 95741-9023
Attention: Ms. Rebecca Wagoner
Public Assistance Officer

Payment questions: (916) 845-8110
All other matters: (916) 845-8200

Questions regarding payments and other matters should be directed to the respective telephone numbers listed above.

GRANT PAYMENTS UNIT

Enclosures

STATE OF CALIFORNIA

ARNOLD SCHWARZENEGGER, Governor

APPLICATION NO. OES 027-00000

SUPPLEMENT NUMBER 0

DISASTER APPLICATION NO 2003-02 027-00000

State of California
Office of
Emergency Services

# PROJECT APPLICATION APPROVAL
# CALIFORNIA DISASTER ASSISTANCE ACT PROGRAM

**1. APPLICANT'S NAME AND ADDRESS**

Inyo County
168 N. Edwards Street
Independence, CA 93526

**2. APPLICANT'S AGENT**

Rene Mendez
Director of Emergency Services

**3. PROJECT SUMMARY**

| CATEGORY OF WORK | AMOUNT APPROVED BY STATE |
|---|---|
| A - DEBRIS REMOVAL | $0 |
| B - EMERGENCY PROTECTIVE MEASURES | $0 |
| C - ROAD SYSTEMS REPAIRS | $270,418 |
| D - DIKES, LEVEES & FLOOD CONTROL WORKS | $0 |
| E - PUBLIC BUILDINGS | $0 |
| F - UTILITIES | $0 |
| G - OTHER | $0 |
| ADMINISTRATIVE ALLOWANCE | $27,042 |
| TOTAL THIS SUPPLEMENT | $297,460 |
| TOTAL NOW APPROVED FOR APPLICATION | $297,460 |

**4. OES APPROVAL** (Approved in accordance with attached Exhibit "C".)

SIGNATURE _____ DATE APPROVED June 01, 2004

TITLE: MANAGER, GRANT PAYMENTS UNIT

CDAA Form 1a (9/97) OES 126A

CDAA No.: 027-00000
Applicant: Inyo County
DR# 2003-02 FIPS# 027-00000

St.Supplement Date 06/01/04

| St.Sup.# | Dam.Cat. | CDAA DSR#/PW# | FEMA DSR#/PW# | Total Obligation |
|---|---|---|---|---|
| 0 | C | 554 | | 43,428 |
| | Desc: | Flooding caused 36,430 lf of earthen road and shoulders to wash away. Average width of earthen road is 20 ft. | | |
| 0 | C | 555 | | 17,145 |
| | Desc: | Flooding caused 44.7 miles (23,016 lf) of earthen road and shoulders to wash away. Average width of earthen road is 20 ft. | | |
| 0 | C | 556 | | 50,344 |
| | Desc: | Flooding caused 14.9 miles (78,672 lf) of earthen road and shoulders to wash away. Average width of earthen road is 20 ft. | | |
| 0 | C | 557 | | 3,754 |
| | Desc: | Flooding caused 7.8 miles (41.184 lf) of earthen road and shoulders to wash away. Average width of earthen road is 20 ft. | | |
| 0 | C | 558 | | 7,514 |
| | Desc: | Flooding caused rocks and debris to cover 4.4 miles (23,232 lf) of earthen Cerro Gordo Road and caused 6,336 lf of earthen road & shoulder washouts o | | |
| 0 | C | 559 | | 68,231 |
| | Desc: | Flooding caused 8.8 miles (46,464 lf) of earthen road shoulders to wash away. Old Spanish Trail Rd. is a paved road. | | |
| 0 | C | 560 | | 1,371 |
| | Desc: | Flooding caused 1,056 lf of Furnace Creek Rd. earthen shoulders to wash away, 3,168 lf of Downey Rd. & 2,376 lf of Bob Whity Way earthen rodd and shou | | |
| 0 | C | 561 | | 2,897 |
| | Desc: | Flooding caused 2,112 lf of earthen road shoulders to wash away. Tecopa Hot Springs Rd. is paved. | | |
| 0 | C | 562 | | 1,584 |
| | Desc: | Flooding caused 11.2 miles (59,136 lf) of earthen road & shoulders to wash away. Average width of earthen road is 20 ft. | | |
| 0 | C | 563 | | 7,463 |
| | Desc: | Flooding caused 11.7 miles (61,776 lf) of earthen road & shoulders to wash away. Average width of earthen road is 20 ft. | | |
| 0 | C | 564 | | 2,585 |
| | Desc: | Flooding caused 5,280 lf of earthen road & shoulders to wash away. Average width of earthen road is 20 ft. | | |
| 0 | C | 565 | | 1,056 |
| | Desc: | Flooding caused 2.6 miles (13,728 lf) of earthen road & shoulders to wash away. Average width of earthen road is 20 ft. | | |
| 0 | C | 566 | | 13,093 |
| | Desc: | Flooding caused 7,920 lf of earthen road & shoulders to wash away. | | |

CDAA No.: 027-00000
Applicant: Inyo County
DR# 2003-02 FIPS# 027-00000

St.Supplement Date 06/01/04

| | | | |
|---|---|---|---|
| 0 | C | Average width of earthen road is 20 ft. | |
| 0 | C | 567 | 5,675 |
| | Desc: | Flooding caused 3.3 miles (17,424 lf) of earthen road & shoulders to wash away. Average width of earthen road is 20 ft. | |
| 0 | C | 568 | 12,645 |
| | Desc: | Flooding caused 3.0 miles (15,840 lf) of earthen road & shoulders to wash away. Stateline Road is paved. | |
| 0 | C | 569 | 31,633 |
| | Desc: | Flooding caused 33,800 lf of earthen road & shoulders to wash away. Floodwaters also caused a 450 lf landslide across a paved section of roadway whic | |

| | |
|---|---|
| Subtotal for Category C | 270,418 |
| Subtotal for Supplement No. 0 | 270,418 |
| Administrative Allowance (10%) | 27,042 |
| Total Supplement No. 0 | 297,460 |

| | |
|---|---|
| Sup.0 Eligible Amount | 270,418 |
| Sup.0 Administrative Allowance(10%) | 27,042 |
| Total Sup.0 | 297,460 |

| | |
|---|---|
| Application Eligible Amount | 270,418 |
| Application Administrative Allowance(10%) | 27,042 |
| Total Application | 297,460 |

*CALIFORNIA DISASTER ASSISTANCE ACT PROGRAM*

# PROJECT SUMMARY
# CERTIFICATION OF DOCUMENTATION

**(Must be submitted with attached CDAA4 Database Project Summary)**

CDAA #: 027-00000-00 CDAA # 2003-02 P.A. #: 027-99027-00

APPLICANT NAME: **INYO COUNTY**

I HEREBY CERTIFY under penalty of perjury: That I am the duly authorized official of the herein named applicant; that the Project Summary (final claim) attached to this certification, is in all respects true, correct, and has not heretofore been paid, and is in accordance with law; that materials, supplies or services listed have been received or performed; that the materials, supplies or services for which payment was made were used or performed exclusively in connection and consistent with Disaster Assistance of the applicant in accordance with the Disaster Assistance Act and applications approved by the Office of Emergency Services; that original contracts, invoices, vouchers or payrolls in support of this claim are on file in the office of the herein named applicant, that I have not violated any of the provisions of Sections 1090 to 1096 inclusive of the Government Code in incurring the items of expense referred to in this claim.

Patricia Gunsolley
(Printed Name of Applicant's Agent and Title)

Patricia Gunsolley
(Signature of Applicant's Agent)

December 13, 2010
(Date)

I certify that I am the fully qualified and authorized Official of the herein applicant responsible for the examination and settlement of accounts; and that the accounts claimed have been paid by the herein named applicant:

By Leslie L. Chapman
(Auditor-Controller-Clerk of Applicant)

*This form must be completed and submitted with the CDAA Database Project Summary within sixty (60) days following completion of all work, to:*

Office of Emergency Services, Disaster Assistance Division
3650 Schriever Avenue Mather, California 95655

(For Internal Use Only)

TOTAL APPROVED FINAL CLAIM.....$ _____

Administrative Allowance.....$ _____

Amount of Prior Advances.....$ _____

AMOUNT OF FINAL PAYMENT.....$ _____

Date _____ Reviewer _____ Title _____

Date _____ Reviewer _____ Title _____

CDAA Form 4a (Rev. 1/03) (Replaces OES 94)

# CALIFORNIA DISASTER ASSISTANCE ACT PROGRAM



## CDAA Project Summary - CDAA4

(To be submitted with CDAA 4a - Certification of Documentation)

CDAA No.: 027-00000
Applicant: Inyo County
Decl No.: 200302
FIPS No.: 027-00000

| CDAA DSR/ PW# | CDAA Supp. Pkg# | Cat. | CDAA Appr. Amt. | FEMA DSR/ PW# | DSR/PW Appr.Amt. | Project Completion Date | Project Amt.Claimed by Applicant | Comments |
|---|---|---|---|---|---|---|---|---|
| 554 | 0 | C | $43,428 | | $57,904 | 9 / / 03 | $ 67,729.75 | see attached |
| Flooding caused 36,430 lf of earthen road and shoulders to wash away. Average width of earthen road is 20 ft. | | | | | | | | |
| 555 | 0 | C | $17,145 | | $22,860 | 8 / / 03 | $ 110077331 | see attached |
| Flooding caused 44.7 miles (23,016 lf) of earthen road and shoulders to wash away. Average width of earthen road is 20 ft. | | | | | | | | |
| 556 | 0 | C | $50,344 | | $67,125 | 3 / / 04 | $ 65,017.53 | see attached |
| Flooding caused 14.9 miles (78,672 lf) of earthen road and shoulders to wash away. Average width of earthen road is 20 ft. | | | | | | | | |
| 557 | 0 | C | $3,754 | | $5,005 | / / | $ -0- | see attached |
| Flooding caused 7.8 miles (41.184 lf) of earthen road and shoulders to wash away. Average width of earthen road is 20 ft. | | | | | | | | |
| 558 | 0 | C | $7,514 | | $10,019 | 8 / / 03 | $ 5,159.47 | see attached |
| Flooding caused rocks and debris to cover 4.4 miles (23,232 lf) of earthen Cerro Gordo Road and caused 6,336 lf of earthen road & shoulder washouts on Dolomite Loop Rd. (wlhich is a spur road off Cordo Rd.). Average width of earthen rd. is 20 ft. | | | | | | | | |
| 559 | 0 | C | $68,231 | | $90,975 | 11/ / 03 | $139,066.90 | see attached |
| Flooding caused 8.8 miles (46,464 lf) of earthen road shoulders to wash away. Old Spanish Trail Rd. is a paved road. | | | | | | | | |
| 560 | 0 | C | $1,371 | | $1,828 | 11/ / 03 | $ 2,303.15 | see attached |
| Flooding caused 1,056 lf of Furnace Creek Rd. earthen shoulders to wash away, 3,168 lf of Downey Rd. & 2,376 lf of Bob Whity Way earthen rodd and shoulders to wash away. | | | | | | | | |
| 561 | 0 | C | $2,897 | | $3,863 | 11 / / 03 | $ 4,307.96 | see attached |
| Flooding caused 2,112 lf of earthen road shoulders to wash away. Tecopa Hot Springs Rd. is paved. | | | | | | | | |

# CALIFORNIA DISASTER ASSISTANCE ACT PROGRAM

## CDAA Project Summary - CDAA4

(To be submitted with CDAA 4a - Certification of Documentation)

CDAA No.: 027-00000
Applicant: Inyo County
Decl No.: 200302
FIPS No.: 027-00000

| CDAA DSR/ PW# | CDAA Supp. Pkg# | Cat. | CDAA Appr. Amt. | FEMA DSR/ PW# | DSR/PW Appr.Amt. | Project Completion Date | Project Amt.Claimed by Applicant | Comments |
|---|---|---|---|---|---|---|---|---|
| 562 | 0 | C | $1,584 | | $2,112 | 10/ /03 | $ | see attached |
| Flooding caused 11.2 miles (59,136 lf) of earthen road & shoulders to wash away. Average width of earthen road is 20 ft. | | | | | | | | |
| 563 | 0 | C | $7,463 | | $9,950 | 8 / /03 | $ 255.81 | see attached |
| Flooding caused 11.7 miles (61,776 lf) of earthen road & shoulders to wash away. Average width of earthen road is 20 ft. | | | | | | | | |
| 564 | 0 | C | $2,585 | | $3,446 | 8 / /03 | $ 4,101.76 | see attached |
| Flooding caused 5,280 lf of earthen road & shoulders to wash away. Average width of earthen road is 20 ft. | | | | | | | | |
| 565 | 0 | C | $1,056 | | $1,408 | 8 / /03 | $ 1,587.55 | see attached |
| Flooding caused 2.6 miles (13,728 lf) of earthen road & shoulders to wash away. Average width of earthen road is 20 ft. | | | | | | | | |
| 566 | 0 | C | $13,093 | | $17,457 | 11/ /03 | $ 23,721.58 | see attached |
| Flooding caused 7,920 lf of earthen road & shoulders to wash away. Average width of earthen road is 20 ft. | | | | | | | | |
| 567 | 0 | C | $5,675 | | $7,567 | / / | $ -0- | see attached |
| Flooding caused 3.3 miles (17,424 lf) of earthen road & shoulders to wash away. Average width of earthen road is 20 ft. | | | | | | | | |
| 568 | 0 | C | $12,645 | | $16,860 | / / | $ -0- | see attached |
| Flooding caused 3.0 miles (15,840 lf) of earthen road & shoulders to wash away. Stateline Road is paved. | | | | | | | | |
| 569 | 0 | C | $31,633 | | $42,177 | 12/ /04 | $ 26,573.04 | see attached |
| Flooding caused 33,800 lf of earthen road & shoulders to wash away. Floodwaters also caused a 450 lf landslide across a paved section of roadway which covered parts of a 50 lf wood post-metal guardrial. Horseshoe Meadows Rd. is a paved road. | | | | | | | | |

CDAA Approved Amount: $270,418

Administrative Allowance-10%: $27,042

# CALIFORNIA DISASTER ASSISTANCE ACT PROGRAM

CDAA Project Summary - CDAA4

(To be submitted with CDAA 4a - Certification of Documentation)

CDAA No.: 027-00000
Applicant: Inyo County
Decl No.: 200302
FIPS No.: 027-00000

| CDAA DSR/ PWA | CDAA Supp. Page | Cat. | CDAA Appr. Amt. | FEMA DSR/ PWA | DSR/PW Appr.Amt. | Project Completion Date | Project Amt.Claimed by Applicant | Comments |
|---|---|---|---|---|---|---|---|---|

Total CDAA Approved Amount: $297,460 Total Project Amount Claimed by Applicant (without Admin.): $ 340,941.81

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
SECRETARY

Cal E·M·A
CALIFORNIA EMERGENCY MANAGEMENT AGENCY

JUNE 26, 2012

Kevin Carunchio
Director of Emergency Services
Inyo County
PO Drawer N
Independence, CA 93526

Subject: Debt Recovery for CDAA **DR-200302**, Cal EMA ID # **027-00000**

Dear Mr. Carunchio:

The California Emergency Management Agency (Cal EMA) has reviewed your state account for this disaster. As a result of de-obligations for these project applications, funds in the amount of **$12,589.00** are due.

Attached is a copy of Supplement #1 previously sent to your agency describing the actions that resulted in the negative balance.

Any other open disaster accounts your agency is in have been placed on hold and any payments due will not be made until debt is cleared. Failure to clear this debt may result in categorizing your agency as high risk, which could prevent future grants from being awarded.

Our Accounting Unit will be sending you an official invoice based on the history report enclosed for your review. Please respond within thirty days of this notice if you do not agree with this statement.

For assistance regarding this matter please contact the Grants Processing Section at (916) 845-8110.

Sincerely,

John Isaacson

John Isaacson, Manager
Grants Processing Section

Enclosure

CC: FILE T12-025
Copy of State Supplement #1

3650 SCHRIEVER AVENUE • MATHER, CA 95655
GRANTS PROCESSING SECTION
(916) 845-8110 • (916) 845-8392

**State of California**
**California Emergency Management Agency**
**Grants Processing Section**
**3650 Schriever Avenue**
**Mather, CA 95655**

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June 26, 2012 T# 12-025

Authorized Agent Name: Kevin Carunchio
Director of Emergency Services
Subgrantee Name: Inyo County
Address PO Drawer N
Independence, CA 93526

**CDAA DR-200302** **Cal EMA ID# 027-00000**

Payment Information:

| | |
|---|---|
| State Obligation Amount: | $255,125.00 |
| | |
| Payment Amount: | $267,714.00 |
| | |
| **Amount Overpaid:** | **$(12,589.00)** |
| | |
| **Total Amount Due: $12,589.00** | |
| | |

EDMUND G. BROWN JR.
GOVERNOR

Cal E·M·A
CALIFORNIA EMERGENCY MANAGEMENT AGENCY

EDMUND G. BROWN JR.
ACTING SECRETARY

February 2, 2012

Kevin D. Carunchio
County Administrative Ofcr/Dir. Eme
Inyo County
PO Drawer N
Independence, CA 93526

Subject: Final State Supplement #1
DR# 2003-02
CDAA: 027-00000

Dear Mr. Carunchio:

The California Emergency Management Agency (Cal EMA) regrets to inform you that funding provided under the California Disaster Assistance Act (CDAA) program for Supplement #1 has been deobligated in the amount of $42,335. The cumulative amount approved as the State share for this application is now $255,125.

For this application, Cal EMA does not require that an Exhibit "D" be returned. You will receive a check for any balance due. In the event that you have received funds in excess of the eligible State share, we will invoice you.

The enclosed documents are for your information and records, and should be retained by you. If you have any questions or need additional assistance, please contact the the Grants Processing Section at (916) 845-8110.

GRANTS PROCESSING SECTION

HM PA
F ST DR# 2003-02
Project #
OES #: 027-00000
A C G H
M P S
Doc Date: 2/2/12

3650 SCHRIEVER AVENUE • MATHER, CA 95655
GRANTS PROCESSING SECTION
(916) 845-8110 • (916) 845-8392 FAX

**State of California**
**Memorandum**

**California Emergency Management Agency**

To: **Kris Plaza**
Accounting Administrator

TRANSMITTAL ID S **68794**

From: **Judy Worman, Manager**
Grants Processing Section

Date: **01/19/12**

Subject: Obligations under California Disaster Assistance Act - FY 11/12

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**The following obligations for state funding are hereby transmitted for processing. Copies are for your files and need not be returned to Grants Processing Section.**

| Disaster | Cal EMA ID | CDAA Num | Sup# | Subgrantee | Obligation |
|---|---|---|---|---|---|
| 2003-02 | 027-00000 | 027-00000 | 1 | Inyo County | -42,335 |
| | | | | **Grand Total:** | **-42,335** |

J Dawson

STATE OF CALIFORNIA

EDMUND G. BROWN JR., Governor

Cal EMA
CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Cal EMA ID: 027-00000
Supplement Number: 1
Disaster Number: 200302

# PROJECT APPLICATION APPROVAL
# CALIFORNIA DISASTER ASSISTANCE ACT PROGRAM

1. SUBGRANTEE'S NAME AND ADDRESS

Inyo County
PO Drawer N
Independence, CA 93526

2. AUTHORIZED AGENT

Kevin D. Carunchio
County Administrative Ofcr/Dir. Emergency Svcs

3. PROJECT SUMMARY

| CATEGORY OF WORK | AMOUNT APPROVED BY STATE |
|---|---|
| A - DEBRIS REMOVAL | $0 |
| B - EMERGENCY PROTECTIVE MEASURES | $0 |
| C - ROAD SYSTEMS REPAIRS | $0 |
| D - DIKES, LEVEES & FLOOD CONTROL WORKS | $0 |
| E - PUBLIC BUILDINGS | $0 |
| F - UTILITIES | $0 |
| G - OTHER | $0 |
| H - FIRE SUPPRESSION | -$38,486 |
| Z - FEDERAL ADMINISRATIVE COSTS | $0 |
| | $0 |
| ADMINISTRATIVE ALLOWANCE | -$3,849 |
| TOTAL THIS SUPPLEMENT | -$42,335 |
| TOTAL NOW APPROVED FOR APPLICATION | $255,125 |

4. CAL EMA APPROVAL (Approved in accordance with attached Exhibit "C".)

SIGNATURE J Dawson DATE APPROVED 1-30-12 December 19, 2011
TITLE: MANAGER, GRANTS PROCESSING SECTION

CDAA Form 1a (9/97) OES 126A

For Clerk's Use Only:
AGENDA NUMBER

11

# AGENDA REQUEST FORM
## BOARD OF SUPERVISORS
## COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Sheriff Lutze – Information Services

**FOR THE BOARD MEETING OF:** **September 25, 2012**

**SUBJECT:** Request to approve the contract between County of Inyo and Geographic Technologies Group for address point verification for a time period of September 25, 2012 through December 29, 2012.

***DEPARTMENTAL RECOMMENDATION:***

Request Board approve the Contract between the County of Inyo and Geographic Technologies Group of Los Angeles, California for the provision of address point verification services in an amount not to exceed $33,700 for the time period of September 25, 2012 through December 29, 2012, and authorize chairperson to sign; contingent upon the adoption of the FY 12/13 budget.

***SUMMARY DISCUSSION:***

The 2011 Homeland Security Grant is intended, in part, to improve geographic information system (GIS) capabilities. Accurate GIS data is essential in order to further automate and improve the reliability and responsiveness of emergency operation activities within Inyo County.

The County of Inyo published a request for proposal (RFP) on July 9, 2012, and received six (6) proposals responding to the RFP by the closing date of August 10, 2012. Selection criteria for this project included overall capabilities, experience, comprehensive services, quality, cost, project management, timing, and local preference. Among the six proposals, the Geographic Technologies Group proposal was the lowest cost and had excellent rankings.

The other responding firms include: Quality Data Traffic of Los Angeles, CA ($69,300); Triad/Holmes Associates of Bishop, CA ($158,355); IGIS of San Diego, CA ($73,700); NDS of Beverly Hills, CA ($68,388); GeoComm of St. Cloud, MN ($107,446).

This is a pre-approved project with the California Emergency Management Agency (CalEMA) Grants Management Division, and this contract is to be funded exclusively with the FY2011 Homeland Security Grant.

***ALTERNATIVES:***

Your Board could choose not to approve the contract, but this alternative is not recommended.

***OTHER AGENCY INVOLVEMENT:***

The authoritative body for the 2011 Homeland Security Grant including the Inyo County Sheriff's Office, Inyo County Health and Human Services Department, Bishop Police Department and Bishop Fire Department has approved the use of the grant for this purpose.

***FINANCING:***

Grant number 623711, object code 5265; contingent upon adoption of the 12/13 budget.

| APPROVALS | |
|---|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: ✓ Date 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.)* Approved: Date 9/10/12 |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) N/A Approved: Date |

***DEPARTMENT HEAD SIGNATURE:***
(Not to be signed until all approvals are received) Date: 9-11-12

**AGREEMENT BETWEEN COUNTY OF INYO**
**AND** Geographic Technologies Group
**FOR THE PROVISION OF** Address Point Verification **SERVICES**

## INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Address Point Verification services of Curtis Hinton of Geographic Technologies Group 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, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein.

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, 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 September 25, 2012 to December 29, 2012 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor the sum total of thirty three thousand seven hundred Dollars and zero cents ($33,700.00) for performance of all of the services and completion of all of the work described in Attachment A.

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 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 all services and work to be performed under this Agreement shall not exceed thirty three thousand seven 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, upon completion of all services and work set forth in Attachment **A**, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon 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 **B**, 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**. 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, or municipal governments for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to 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 **C** 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, and municipal law, 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. 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.

## 15. 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.

## 16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

## 17. 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.

## 18. 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.

## 19. 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.

## 20. SEVERABILITY.

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

## 21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying 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-three (23) (Amendment).

## 22. ATTORNEY'S FEES.

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

## 23. AMENDMENT.

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

## 24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which 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 | |
| Sheriff's Department | Department |
| PO Box S | Street |
| Independence, CA 93526 | City and State |

Contractor:

| | |
|---|---|
| Geographic Technologies Group | Name |
| 1030 N. Alvarado St. #306 | Street |
| Los Angeles, CA 90026 | City and State |

**25. ENTIRE AGREEMENT.**

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

**AGREEMENT BETWEEN COUNTY OF INYO**
**AND** Geographic Technologies Group
**FOR THE PROVISION OF** Address Point Verification **SERVICES**

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

**COUNTY OF INYO**

By:_____

Dated:_____

**CONTRACTOR**

By: Curtis Hinton
Signature

Curtis A. Hinton, Jr
Type or Print Name

Dated: 9/12/2012

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

May Shepherd
_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

N/A
_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

M Bulen
_____
County Risk Manager

## ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO**
**AND** Geographic Technologies Group
**FOR THE PROVISION OF** Address Point Verification **SERVICES**

**TERM:**

**FROM:** September 25, 2012 **TO:** December 29, 2012

**SCOPE OF WORK:**

Contractor will comply with all applicable provisions of the California Emergency Management Agency FY2011 Grant Assurances attached herein as Exhibit A-1.

Contractor will complete the Scope of Work attached herein as Exhibit A-2.

**EXHIBIT A-1**

1. Will comply, with all federal and state statutes relating to civil rights and nondiscrimination. These include, but are not limited, to:

   a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
   b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
   c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination against individuals with disabilities.
   d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
   e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
   f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
   g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
   h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
   i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
   j. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for federal assistance is being made.
   k. The nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1

2. Understands and agrees that the applicant, grantees, subgrantees, recipients, sub-recipients, employees of the applicant, grantees, subgrantees, recipients and subrecipients, may not:

   a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
   b. Procure a commercial sex act during the period of time that the award is in effect; or
   c. Use forced labor in the performance of the award or subawards under the award.

   Applicant understands and agrees that Cal EMA and/or DHS/FEMA may unilaterally terminate any award, without penalty, if the subgrantee that is a private entity:

   d. Is determined to have violated a prohibition identified in paragraph 2, subsections a, b, or c; or
   e. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 2 subsection a, b, c through conduct that is either:

i. Associated with performance under this award; or
ii. Imputed to the authorized agent or subrecipient using the standards and due process for imputing the conduct of an individual to an organization provided in 2 CFR Part 180, "OMB Guidelines to agencies on Government wide Department and Suspension (Non-procurement)," as implemented by DHS/FEMA at 2 CFR, Part 3000.

And further understands that subgrantees and subrecipients must:

f. Inform Cal EMA immediately of any information received from any source alleging a violation of a prohibition in paragraph 2 subsection a, b, or c;
g. FEMA's right to terminate unilaterally as described in paragraph 2 implements section 106(G) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104(g)). The right of FEMA and Cal EMA to terminate this award unilaterally is in addition to all other remedies for noncompliance that are available under this award.
h. For purposes of this term:

i. "Employee" means either:
   a. an individual employed by the subgrantee or subrecipient who is engaged in the performance of the project or program under this award; or
   b. another person engaged in the performance of the project or program under this award and not compensated by the subgrantee or subrecipient, 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.
ii. "Forced labor" means 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.
iii. "Private entity" 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, and includes non-profit organizations, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b), and for-profit organizations.
iv. "Severe forms of trafficking in persons," "commercial sex act, and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

# Scope Of Work
# Section 1: Services

The following proposed scope of work is based on our team's understanding of the requirements to build a comprehensive address point layer representing addressable structures and verified street signs within Inyo County, California. This step-by-step process has a variety of checks and balances to ensure that the data is extremely accurate and thoroughly reviewed. The following tasks comprise the scope of this project. The specific steps to achieve the tasks can be found in Section 2.

## Task 1: Creation of an Address Data Model

NENA Standard Data Formats for ALI
Data Exchange & GIS Mapping
NENA 02-010, Version 8.2, June 10, 2009

**EXHIBIT 6**

**VERSION 2.1 FORMAT FOR DATA EXCHANGE**

| FIELD NAME | POSITION | BYTES | TYPE | DESCRIPTION |
|---|---|---|---|---|
| Function Code | 1 | 1 | A | Type of activity the record is being submitted for. Valid entries: C = Change; D = Delete; I = Insert; U = Unlock; M = Migrate |
| NPA | 2-4 | 3 | N | Three-digit area code of the Calling Number. |
| Calling Number | 5-11 | 7 | N | Seven-digit telephone number of the Calling Number. |
| House Number | 12-21 | 10 | AN | House number. The field should be space filled if no house number is available. *NOTE: Although the House Number field is ten characters, it is understood that telephone companies may only support up to 8 characters.* |
| House Number Suffix | 22-25 | 4 | AN | House number extension (e.g. ½). The field should be space filled if no suffix applies. |
| Prefix Directional | 26-27 | 2 | A | Leading street direction prefix. The field should be space filled if no prefix applies. Valid entries: N S E W NE NW SE SW |
| Street Name | 28-87 | 60 | AN | Valid service address of the Calling Number. |
| Street Suffix | 88-91 | 4 | A | Valid street abbreviation, as defined by the U. S. Postal Service Publication 28, Appendix C. (e.g. AVE) |
| Post Directional | 92-93 | 2 | A | Trailing street direction suffix. The field should be space filled if no suffix applies. Valid entries: N S E W NE NW SE SW |
| Community Name | 94-125 | 32 | A | Valid service community of the street name/house number as designated by the MSAG. |
| State | 126-127 | 2 | A | Alpha state abbreviation (e.g. TX) |
| Location | 128-187 | 60 | AN | Additional address information (free formatted) describing the exact location of the Calling Number (e.g. Apt 718). |
| Customer Name | 188-219 | 32 | AN | Subscriber name associated with the Calling Number. Preferred format for an individual customer name (not a business) is: Last, First and, optionally, a suffix which may be generation (Jr, III) and/or title (Phd, Esq, MD). Honorifics (Mr., Mrs, Ms.) should not be included as part of the name. |

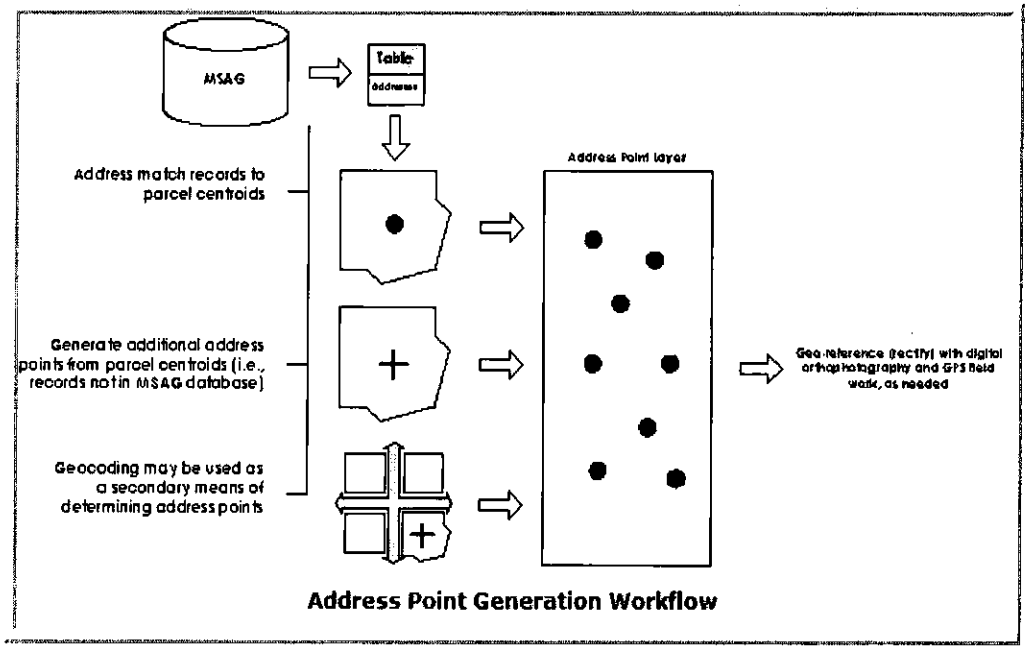
Version 8.2, June 10, 2009 Page 28 of 76

Although not explicitly required as part of the Inyo County RFP, GTG recommends that the first step in the address point creation process is to establish a comprehensive and viable data model. The creation of the data model should embrace industry best practices/standards and the unique needs of Inyo County. GTG has utilized standards set forth by the National Emergency Number Association (NENA) in a majority of addressing projects. NENA has published documents detailing the standards that should be utilized for Automatic Location Identification (ALI) data exchange between service providers, database management system providers, a GIS data model, a data dictionary, and formats for data exchange between the ALI Database and PSAP Controller equipment. These established standards should set the foundation for this project.

GTG understands that Inyo County has already created address points from the centroids of parcels and therefore already established a database design. However, GTG will utilize NENA standards to make recommendations as to the further refinement of the existing address point layer. Development of an addressing geodatabase model will provide Inyo County with clear guidelines for data development, consumption and distribution of this data to the entire user base. Detailed implementation methodology is discussed in section 2. [redacted]

**Task 2: Data Acquisition and Project Preparation**

The process of creating a comprehensive digital address point layer entails several phases and steps that will provide Inyo County with a comprehensive workflow for managing and displaying addresses. Once complete the county can spatially enable multiple disparate databases throughout their organization via this enterprise GIS address point layer. Any public safety information such as calls for service and incidents will be readily mappable to their exact location. Additionally, non-public safety information such as building permits, work orders, outage calls, etc. can be accurately mapped.




***Generalized Address Point Creation Workflow Process***

Detailed implementation methodology is discussed in section 2.

**Task 3: Field Verification of Digital Address Points**

All existing addresses will need to be field verified. The tasks below will ensure that Inyo County receives a highly accurate address point GIS layer. GTG will work with Inyo County to devise a GPS-based address point program that includes the following 4 key features:

1. Each field worker will use a high spatial quality GPS collection device with onboard mapping capability. The GPS software suite employed will enable post processing to sub-foot level accuracy. The GPS device and software suite must support PHOTO capture and attachment of the photo file as an attribute of an existing point or a new collected GPS point.
2. Each field device will enable map displays of sufficient quality so that the field worker can easily distinguish city/town name, street lines, street name labels, house numbers, city block outlines (likely derived from parcel boundaries), aerial photos and street sign points.
3. Attributes of the following layers will be amended to include various code fields designed to capture key information in the field:

a. Address_Points: Verified (yes/no), NewPoint (yes/no), MovedPoint (yes,no), NewNumber, VisibleNumber (yes/no), NewStreetName, UnitVerified (yes/no), VisibleUnitNumber (yes/no), UnitNewNumber, Photo1, Photo2,
b. Street_Signs: Verified (yes/no), if no, then, SignName1, SignName2

4. Dropdown pick-lists will be created so that the field worker will be able to easily pick from pre-coded choices. The new code fields, and pick-lists will be designed to capture field responses to various scenarios. The field workers will also be acquiring photos according to certain scenarios.

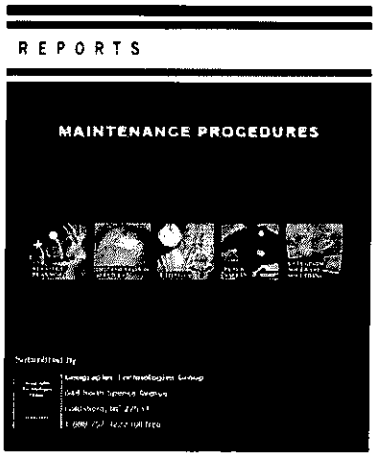
GTG will be responsible for

- All GPS field equipment setup, the onboard GPS device map design
- Developing all drop down Pick-Lists
- All post-processing required to achieve sub-foot spatial accuracy

Detailed implementation methodology is discussed in section 2.

**Task 4: Final Presentation and Training**

The senior staff of the GTG team will conduct a final presentation reviewing all deliverables and will provide training and deliver a comprehensive maintenance procedures report. The report will detail precisely what steps and tasks should be implemented in order to maintain the address point data layer. This includes recommendations for data standardization that conform to the National Emergency Number Association (NENA) version 4 data exchange formats. The maintenance report will contain the following:




- Methods for using this data to update and maintain E-911/GIS databases
- Methods for mapping and locating new structures
- Methods for providing for the coordination and disbursement of all new addresses to the county, host telephone company, internal county Agencies and the United States Postal Service.

Additionally, GTG will present to the County our "10 Ways to Improve Your Public Safety with GIS Workshop". This presentation was designed to give the Public Safety Administrator and GIS Coordinator 10 ways to maximize the investment in 911 and GIS to produce highly efficient and effective mapping tools that depend on accurate GIS data. Attendees will be given the overall scope of how GIS data is used and developed for use in a 911 public safety mapping application such as crime/incident mapping, dispatch, fires and ems incident mapping, address management, mobile and AVL, and public access tool.

# 10 WAYS TO IMPROVE YOUR PUBLIC SAFETY USING GIS

## INYO COUNTY • CALIFORNIA

224 NORTH EDWARDS STREET • PO DRAWER NORTH • INDEPENDENCE, CALIFORNIA 93526

## CHECKLIST 911

### A Critical Checklist for Public Safety Officials

Safety, Security and Proctection of your citizens requires accurate and comprehensive GIS data and tools.

**Are you doing all you can to protect your citizens?**

1. A state-of-the art **VISION** for Public Safety and Security
2. Optimum and Efficient **DISPATCH** and Routing Emergency Vehicles
3. **ACCESSIBILITY** to Mission Critical Data
4. Operational Awareness and Improved **DECISION MAKING**
5. **SAFETY** Hazard Mitigation Protection (Preparedness, Response, and Recovery)
6. The **MOBILITY** of GIS Tool Kit
7. Emergency **NOTIFICATIONS** and Crowd Solving Solutions - Engaging Citizens
8. **RELIABILITY** Structure Maintenance of Digital Data
9. **TRAINING** Education and Applied Knowledge
10. **SECURITY** through sophisticated software Functionality - The Bells and whistles of GIS software and the security

**IDEAL WORKSHOP** This workshop addresses Enterprise Architecture for Public Safety Organizations, Best International Practices for GIS in Public Safety FGDS Data Standards, workflow Return on Investment (ROI) and Key Performance Indicators (KPIs), and Capacity Strengthening Alternatives for Public Safety and National Security Organizations.

**HIGHLY RECOMMENDED BY RECENT ATTENDEES**

"Very informative and nicely presented."

"Really important for management to be a part of this workshop!"

"Helped us identify what we must implement for public safety."

"A must-see for Public Safety Officials every where."

"Excellent presentation. Highly recommended."

"Provided powerful insight into GIS for Public Safety."

GTG: Winners of Multiple National and International GIS Awards!

CLIFF HINTON

DAVID HOLDSTOCK

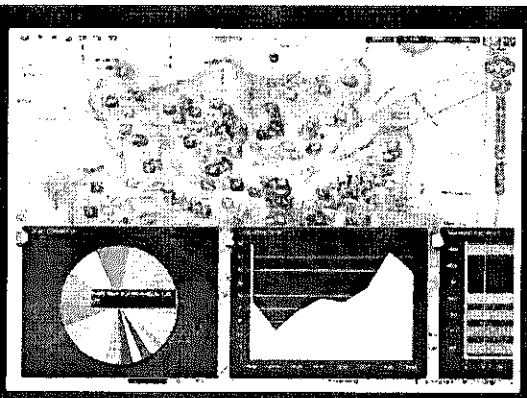
- Public Safety GIS Experts
- Leading Authorities in Geospatial Sciences
- Implemented GIS for 400+ Organizations
- Book Co-authors :"GIS for Local Government– A Manager's Guide"

*Esri International Mobile GIS Application Award, URISA and American City and County Excellence Award in GIS, URISA Exemplary Systems in Government Award, Fairfax City and County Management Association Award for Innovative Technology, Herb Stout Award for Exemplary Use of GIS Technology in Local Government, and Esri Business Partner of the Year Award.*

PAST WORKSHOP VENUES INCLUDE:

Portland, ME; Los Angeles, CA; San Francisco, CA; Chicago, IL; Dallas, TX; and Orlando, FL.

For more information or to register, call 1-888-757-4222 or email chinton@geotg.com



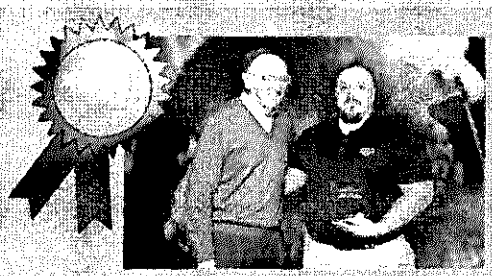
## BENEFITS OF ATTENDING

HOW TO IDENTIFY A SUCCESSFUL PUBLIC SAFETY GIS

- Implementing the right public safety GIS tools
- Future trends in GIS for Public Safety - Understand the strategic role of fully integrated and interoperable GIS and Geospatial intelligence to insure public safety
- Leading international authorities in public safety GIS will help identify your needs and strategic direction
- Identify the challenges, opportunities and future GIS developments in order to plan for the future
- Technology Demonstration highlighting the best practices and lessons learned in Public Safety GIS implementation
- Explore the latest concepts including social media, mobile internetand the cloud to best meet your future technology requirements
- Build a unified and integrated geographic information database to satisfy your stakeholders' demands

**GEOGRAPHIC TECHNOLOGIES INSTITUTE**

The pursuit of criminals and the betterment of public safety have been around for thousands of years. For thousands of years, the tools remained largely unchanged. Before automation, first responders relied solely on their knowledge of the community. Emergency personnel had to rely on communication via the radio and their collective memory of the physical location of addresses. Solving crimes was left to the intuition of investigators. As the population grew, "knowing" the details of the local community became more difficult. Police departments relied heavily on wall maps with multi-colored pins depicting incidents. Public safety officials did the best they could with the tools available to them. The deficiencies of these methods, along with the advancement of computer technology, have led to a staggering array of tools that allow public safety staff to make more informed decisions. By the 20th century, a majority of agencies had the ability to visually see all calls for service. The modern agencies mapping application should be a window into all critical data. The application should map the call, display aerial photography, view oblique imagery and display critical public safety data such as hydrant locations, hazmat locations, building walk-throughs, live camera feeds, automated vehicle location (AVL), weather data and historic and current calls for service. All too often the vendor states, "Yes, we have maps," and it is left at that. A staggering array of tools are available and attainable. This course will help you identify your strengths and deficiencies.



*GTG received the Esri International Award for Mobile Applications*

**Final Deliverables**

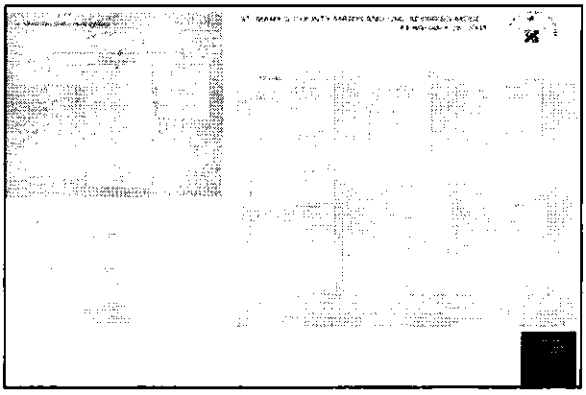
The following is a list of all of the final deliverables for this project:

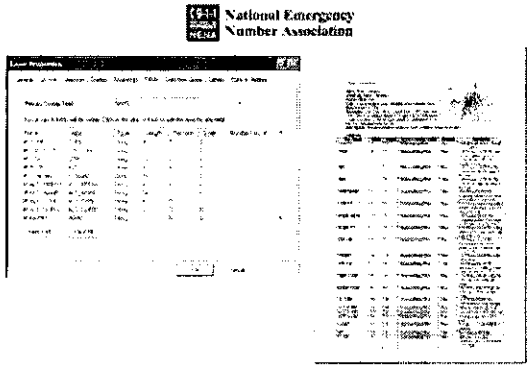
- A GIS format Address Point dataset consisting of all existing address points with new coded values based on the final protocols agreed upon by GTG and the County. All new GPS acquired Address Points will be fully attributed as described in the protocols, and will have been post processed to sub-foot spatial accuracy.
- A GIS format Street Sign Point dataset with new coded values based on the final protocols agreed upon by GTG and the County. All new GPS acquired Street Sign Points will be fully attributed as described in the protocols, and will have been post processed to sub-foot spatial accuracy.
- FGDC compliant metadata in digital XML format for the entire geodatabases
- Digital photos of all address locations
- Digital photos of street signs
- A draft and final database design document
- A draft and final geodatabases based on the database design
- Silverlight ArcGIS Server viewing application
- Weekly status reports
- Address exception report
- A quality assurance report to include documentation describing how all GPS derived locations are have an accuracy of under one meter at a ninety-five percent confidence level
- Digital map book of entire county
- Final maintenance procedures document
- Final maintenance procedures training
- 10 Ways to Improve Your Public Safety with GIS Training

# Section 2: Implementation Methodology

**Task 1: Creation of an Address Data Model (As described in Section 1)**
**Step 1: Database Design and Verification**

The data model is a representation of all data types, conventions, range values, data structures and relationships that are used when storing geospatial data. The resulting geodatabase model will be incorporated into the county's GIS and used as a template for data development for this initiative. It is critical that integration with existing systems is considered to ensure that the database design incorporates possible links to these systems.

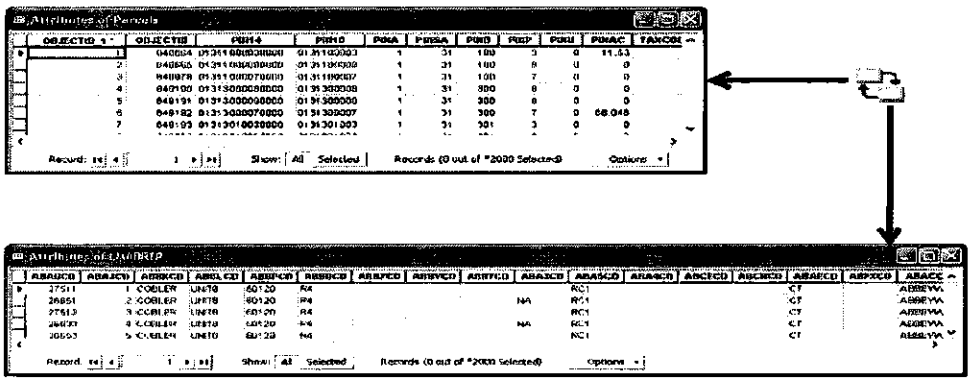




If desired, GTG will coordinate with Inyo GIS staff to conduct a geodatabase model design and review meeting. During the meeting, GTG will present Inyo County with a recommended geodatabase design for an address point layer. Elements of the design will then be reviewed and customized to meet the county's data specific needs. It is important to understand that the database should be designed to support the needs of the entire organization especially Public Safety Communications 911, Fire, Sheriff, Emergency Services, Planning, County Assessor, and GIS. Through this review, final relationship classes, subtypes and domains for the data layers will be finalized and the resulting design will be implemented as the basis for data creation and collection. The following are specific items that will be explained and reviewed during the on-site data base review.

***Relationship Classes***

The relationship between spatial data elements and other data elements will be maintained through relationship classes in the geodatabase. Relationship classes can be developed for one-to-one, one-to-many and, many-to-many relations between spatial elements and other data records.



**Relationship Class Linkages**

Relationship classes perform advanced relationship management beyond establishing a link between geographic features and data tables. Establishing relationship classes can allow for referential integrity to be enforced between data. Using referential integrity, editing of location or attributes of an object will transfer to all of the related objects. Deleting features that have other data items linked using referential integrity will result in deletion of the related records. Relational integrity will manage the relationship between the related data sources without requiring all items to be loaded into ArcMap.

Relationship classes provides the user advanced feature editing, allowing an object to be edited as well as providing editing access to all of the related features. Utilizing relationships to edit will result in efficiency when also editing related information for a feature. Relationship classes can be used for geospatial analysis allowing users to query, summarize, perform analysis and perform reporting on related attributes.

***Subtypes***

Subtypes are coded values that refer to subsets of feature classes and are established using a field in a feature's attribute table. Subtypes can be used to group individual classifications of similar features. For example, address points can be coded with numeric values to represent their classification such as governmental, residential, commercial, or vacant.

***Domains***

Use of domains within addressing geodatabases helps to maintain the integrity of spatial data. Domains define a set of legal values for a field's attributes. In the geodatabase, two types of domains exist; range and coded value. A range domain will only allow new attributes to be entered that are within a range of values. For example, a range domain can be applied to an address field, so that only addresses between 101 and 199 are allowed. Coded value domains will only allow new attributes that have been previously defined. Values must be selected from a dropdown list, limiting the input values which results in consistent data entry. This technique is effective in reducing errors

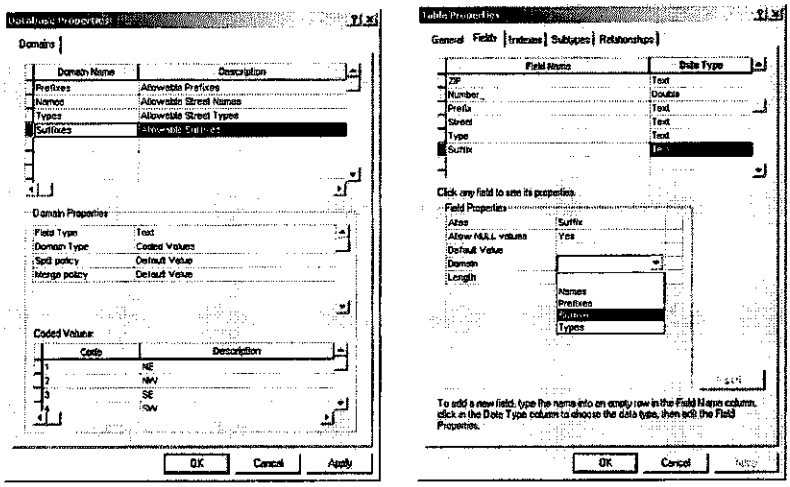
such as misspelled attributes and inconsistent abbreviations. For example, a coded value domain can be applied to the Physical Address suffix field, so that only the values "NE', "NW", "SE", and "SW" may be selected.

Domains are created as properties of individual Geodatabases. The following table outlines typical domains that are found within address geodatabases.

| Domain | Representative Coded Values |
|---|---|
| Prefix Directions | N, S, E, W |
| Prefix Types | HWY, FM |
| Street Names | Jefferson, Williamson, Gilmer |
| Street Types | St, Rd, Ln, Ct, Ave, Blvd |
| Suffixes | NE, NW, SE, SW |

**Example of Address Domains**

Domains created in the geodatabase design will be associated to a field in the address point feature class. The creation of domains and their association with individual fields are both accomplished using ArcCatalog.



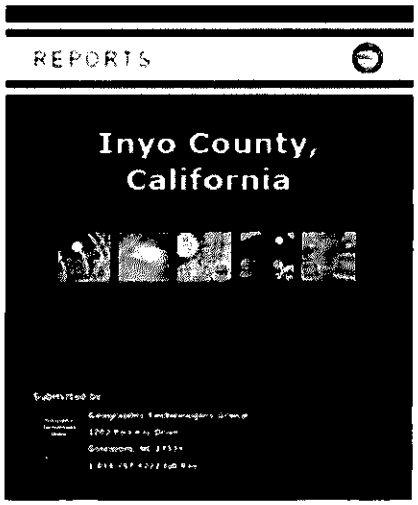
**ArcCatalog Domain Creation and Field Association**

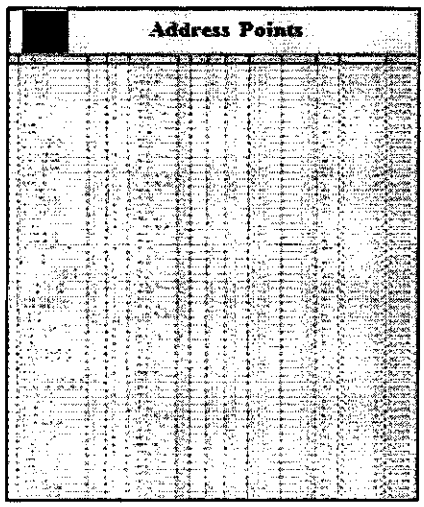
GTG will deliver a geodatabase design document containing all data involved in the address data model. Every attribute field will be listed, to include:

- Field Name
- Field Alias
- Data Type (string, date, integer, etc,)
- Allows Nulls (whether null values are allowed or not)
- Domain (reference to domain that dictates allowed values for this field)
- Length (number of characters allowed)
- Precision (number of allowable significant digits)
- Scale (number of allowable decimal places)

- Subtypes
- Domains

Inyo County will be provided a draft copy of the design for review. The final design will be submitted prior to commencement of any data collection efforts.




**Project Reports will be provided throughout the Project**

Upon completion of the geodatabase design, GTG will perform an installation of the geodatabase using the model developed in this task. Data collected during the field verification and digitization procedures will be compliant to the geodatabase that is installed on-site at Inyo County.

**Task 2: Data Acquisition and Project Preparation (As Described in Section 1)**

**Step 1: Database Acquisition and Inspection**

Geographic Technologies Group (GTG) understands the following:

- Inyo County is in the process of creating an accurate GIS-based countywide street centerline with address ranges and an address point dataset.
- These datasets will be used to support 911 operations, and geocoding operations for a number of County Departments.
- Street name and street sign discrepancies are being researched by a 5 department team within the county.
- Address Points are being compiled from centroids of assessor parcels and the linked assessor database, situs addresses, and submissions from other entities in charge of addressing in their portions of the county, including,
    - City of Bishop
    - Bishop Paiute Tribe
    - Lone Pine Paiute Tribe

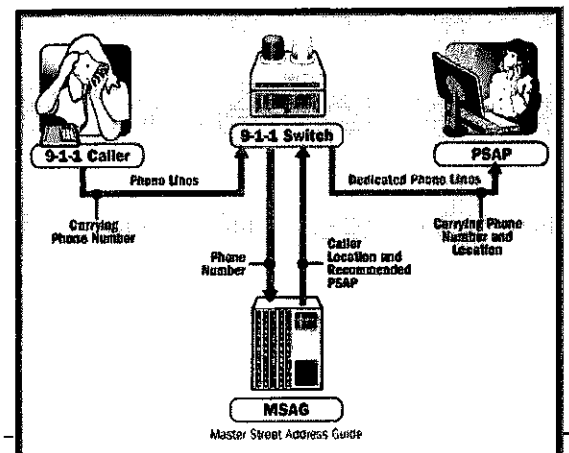
- Big Pine Paiute Tribe
- US Parks Service for the Death Valley Park area
- Timbashu Tribal area near Furnace Creek in Death Valley

- Address points for Fort Independence Tribal area were collected by Inyo County using GPS. As per communications with Inyo County staff, addresses on Indian reservations will not be verified.
- Nearly 9000 address points with house number, street name and town name attributes have been compiled. As per communications with Inyo County staff, GTG will not be doing outlying extremely low density areas.. ie., 1 address at the end of a long named road dirt road. (or 2 addresses). These will be determined utilizing spatial analysis and jointly determined with Inyo County and GTG staff.

This data will be the basis for this project and field verification will be conducted for each of these address points and other addresses in these areas may be identified. The RFP states that, "the County would like respondent input on the advisability of attempting a complete County survey. Ultimately having a large portion of the county address points verified, along with precise knowledge of where the unverified addresses are, would also be very helpful to the County." To accomplish this it will be important to identify missing addresses (i.e. addresses that were not identified during the address point via centroid method). Working closely with Inyo County, GTG will acquire address information from multiple sources such as enterprise databases (Master Street Address Guide, Utility Billing, Property Appraiser's Database, planning records, etc.), GIS data, CAD data, and ANI/ALI (phone company database). [redacted] Additionally, paper maps may also be used. GTG will work with the county to acquire all the necessary GIS layers in order to accomplish the project tasks.

**Sample Address Source Databases**

There are a number of typical databases that allow for the discovery of addresses that may not have been captured utilizing the centroid methodology. A valuable dataset is the Master Street Address Guide (MSAG) database. This database is most commonly maintained by Emergency Services Departments for E911 purposes and it stores specific information about addresses such as house number ranges, street name, street type, street direction, community, and Emergency Service Number (ESN). It is a valuable source of data for the address point creation process and identifying missing addresses.



Sample Enhanced 9-1-1 Process

Automatic Number Identification (ANI) and Automatic Location Identification (ALI) databases are 911 databases that contain information such as Master Street Address Guide (MSAG), telephone numbers/ Emergency Service Number (ESN), and customer records. If possible, data from the ANI/ALI database will be obtained from the local telephone company. This will be another beneficial source to identify valid addresses and to verify the accuracy of the address point data.

Other data sets such as utility records, permitting, and customers can be utilized to ascertain valid county addresses.

GTG will inspect each of the address database sources to identify errors with the data that may prevent addresses from being matched correctly. Some of the problems that may be encountered include the following:

- Data has been entered into the database incorrectly
- Addresses are incorrectly formatted
- Lack of standardization
- Misspelled streets

Performing a database inspection allows GTG to accurately assess the current database state, identify missing addresses, and identify ways to most efficiently map the addresses. It is understood that this initial project has been defined to verify the addresses identified in the approximately 9,000 address point database created by the county and other addresses found in those areas. This process will help identify any of those missing addresses before field verification begins.

| | |
|---|---|
| | 102ND AV |
| | INDEPENDENCE |
| | 32967 |
| | SEDLIK |
| | DAVID M |
| | BONNIE L |
| | 224 N EDWARDS STREET |
| | INDEPENDENCE |
| | CA |
| | 93526 |
| | PIN 31383300002008000029 |

**Property Appraiser's Table Example**

| | | |
|---|---|---|
| | | N |
| | SALINE VALLEY RD | EDWARDS STREET |
| | 1000 | 500 |
| | 1098 | 526 |
| | E | E |
| | INDEPENDENCE | INDEPENDENCE |
| | 103 | 35 |
| | INDP | INDP |

**Master Street Address Guide Sample**

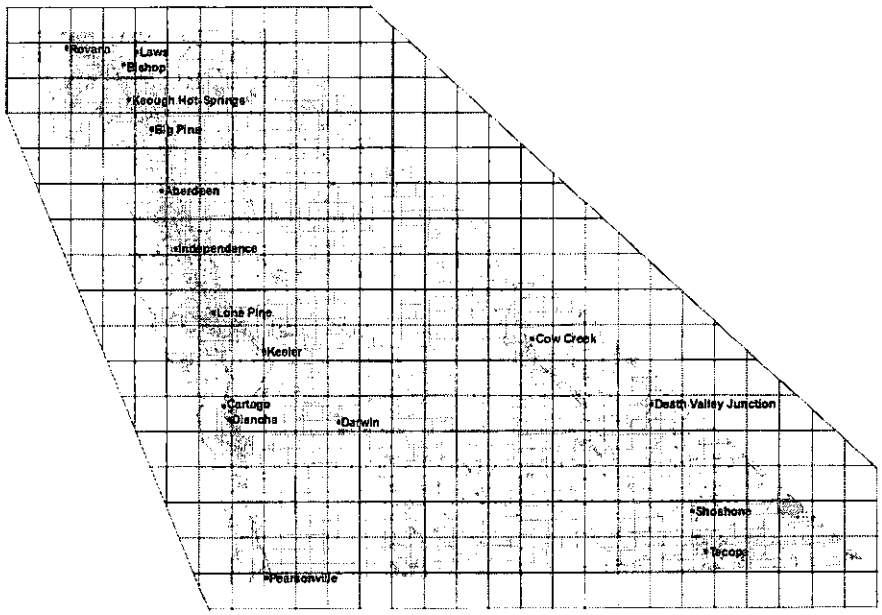
***Example of Address Database Structures***

**Task 2: Data Acquisition and Project Preparation (As Described in Section 1)**

**Step 2: Field Collection Game Plan and Review**

GTG will create a grid that will be utilized to guide field crews in regards to systematically collecting data in all areas of the county. This grid will be refined to follow major highways and natural features such as water bodies. This will allow the field crews to work within logical geographic areas. Once an area reaches final completion, the

data for that area will be delivered to the county for final approval. This logistical game plan will be reviewed with the county and changes will be made as deemed necessary. [redacted]



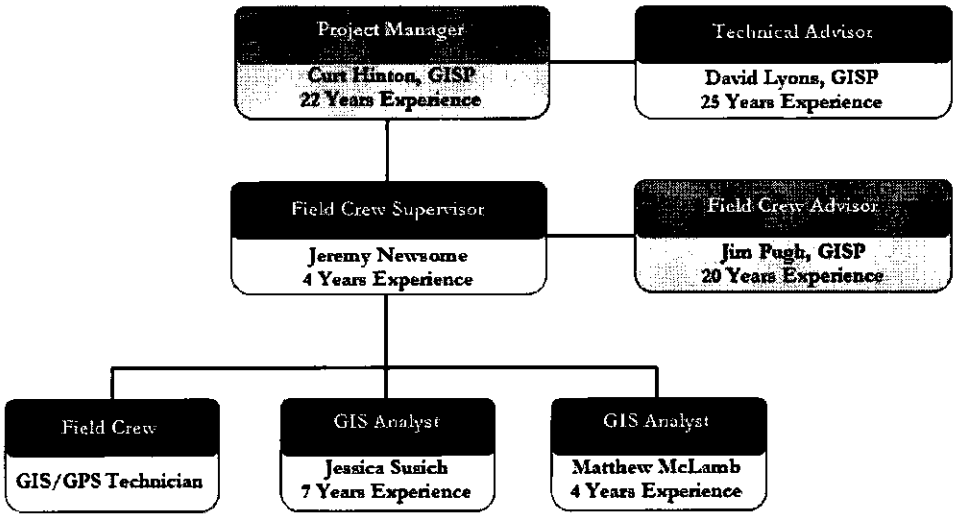

***A Logical Data Collection and QA/QC Grid will be Created***

**Task 3: Field Verification of Digital Address Points (As Described in Section 1)**

**Step 1: Kickoff and Weekly Project Meetings**

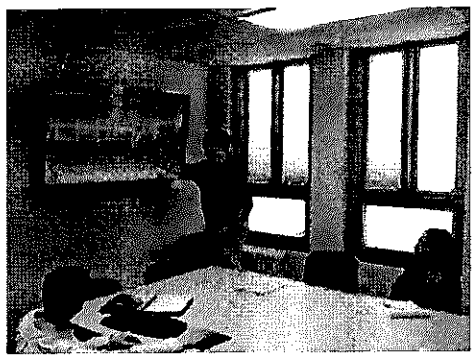
At the onset of the project, key GTG staff will be on-site at Inyo County to attend an initial project kickoff meeting. At this meeting the county will outline all of their expectations in detail. GTG will give a detailed presentation and review of the project plan and a step-by-step process for successful completion. This meeting will be attended by all key GTG staff to include:

- Project Manager – Curt Hinton
- GIS Director/Field Crew Supervisor – Jim Pugh




Throughout the life of the project communication with Inyo County staff will be critical to the success of this project. Weekly meetings will be established and serve as a project review and update. These meetings will be conducted on-site by our GIS Field Crew Supervisor, Jim Pugh. The GTG Project Manager, Curt Hinton, will attend these meetings either on-site or remotely. Items reviewed during these meetings will include:

- A visual review of the weekly completed address points
- A visual review of the overall areas of completion
- A review of problem areas and addresses
- A review of the next logistical game plan for the following week to include:
    - Where the field crew will be in the county
    - Any known logistical issues for these areas
- Other county concerns



**Weekly Project Review Meetings Will be Conducted at Inyo County**

**Task 3: Field Verification of Digital Address Points (As Described in Section 1)**

**Step 2: Communication and Field Strategy**

It is important that a strategy for communication with the public is decided upon. First, the county may elect to announce through various media outlets (television and newspaper) that field crews will be working in the county verifying addresses. These public service announcements should describe the importance of the project for public safety and non-public purposes.

GTG field crews will be working within defined areas within a given week. The Inyo County Sheriff Department should be made aware of where the field crews will be on a weekly basis. Inevitably, citizens will call the sheriff's office reporting a stranger in the area. The whereabouts of the field crews should be relayed to the Sheriff Department weekly by GTG's project manager.

GTG's field crews should have a laminated letter from the county that clearly explains the purpose of the project and that the work being conducted is approved by the county. GTG vehicles will be clearly marked with an Inyo County logo or a GTG logo at the discretion of the county. All field crews will wear orange safety vests and the vehicles will have an orange flashing safety light attached to the top of the vehicle.

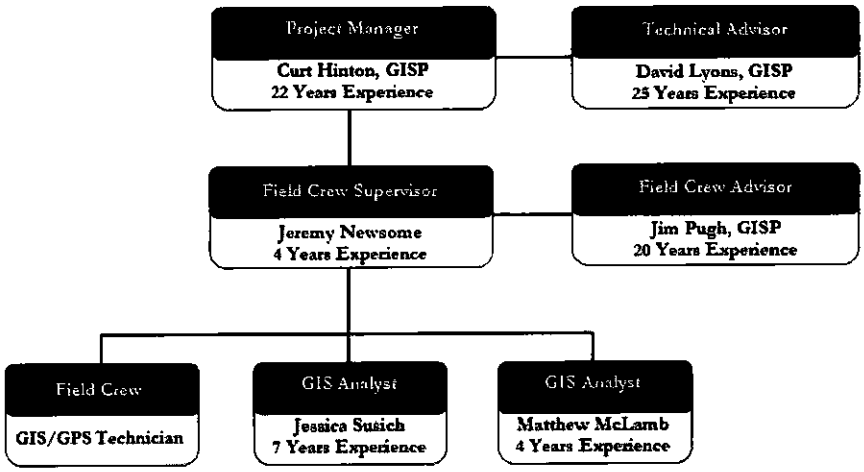
**GTG's Staff will be in Clearly Marked Vehicles and Wearing Safety Vests**

**Task 3: Field Verification of Digital Address Points (As Described in Section 1)**

**Step 3: Project Management and Daily Pre-Planning**

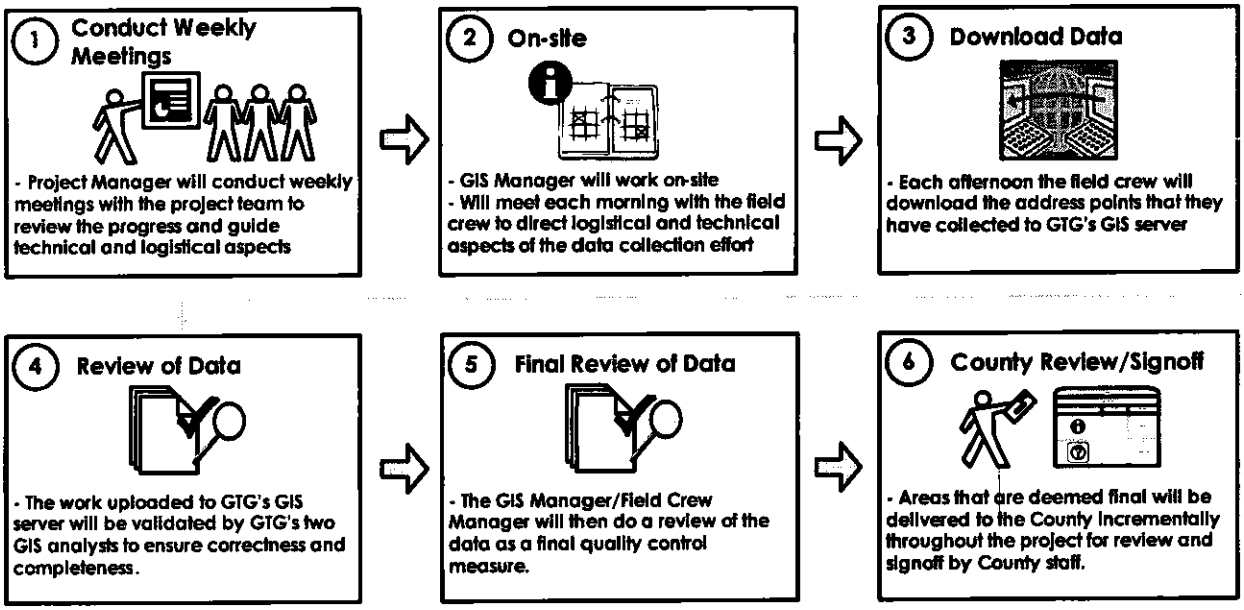
The success of any field data collection project is tied to a well thought out game plan. Our team has conducted numerous data collection projects throughout the United States and understands the importance of a thorough

project plan and specific daily plans. Our field team is comprised of an overall project manager, a field crew manager, four field crew, and two office GIS analysts.




**GTG's Proposed Project Team**

Our team will conduct weekly meetings with the project team to review overall progress of the project and guide the technical and logistical aspects of the project. Our Field Crew Supervisor, Mr. Jeremy Newsome, will work on-site throughout the project and will be the acting field crew manager. He will meet each morning with the field crews to direct and conduct the logistical and technical aspects of the data collection effort. Each afternoon the field crew will download the address points that they have collected to GTG's GIS server. This work will be validated by our two GIS analysts to ensure correctness and completeness. Additionally, Mr. Newsome, will do a review of the data as a final quality control measure. Only after each of these steps is complete, will the data be considered final. Fields in the database will indicate the date of collection, the field crew that did the collection, the GIS Analyst that verified the work, and the final signoff by the Project Manager. Areas that are deemed final will be delivered to the county incrementally throughout the project for review and signoff by county staff.

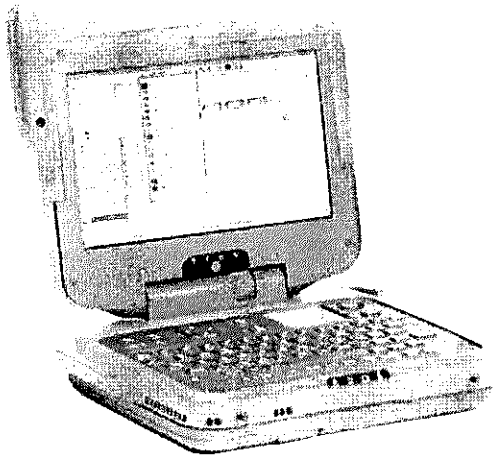



**Task 3: Field Verification of Digital Address Points (As Described in Section 1)**

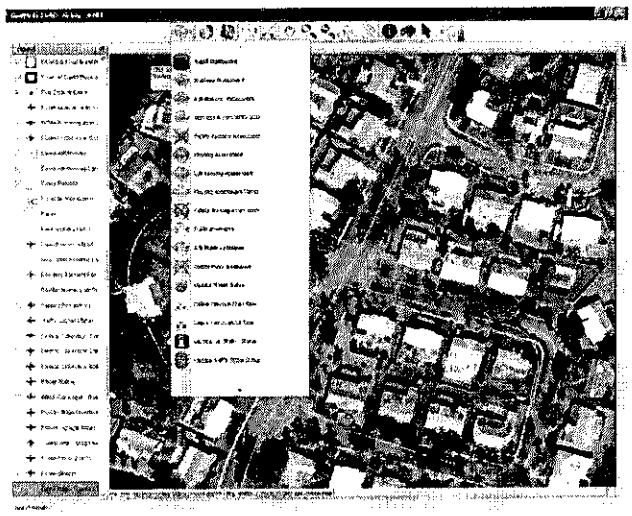
**Step 4: Field Address Point Creation, Street Sign Collection, and Verification**

GTG field crews will review a daily collection game plan with GTG's field crew supervisor. This plan will detail the logistical, tactical, and technical issues for the day. Field crews will be using an ArcGIS Server based field collection tool running on Panasoni c Toughbooks. This application works in a connected or disconnected environment. Pre-defined collection forms and tasks will guide the field crews. They will be able to see live on the screen which address points have been verified and which have not. As an address point is verified, its status will change on the screen. The Toughbooks will be outfitted with GPS enabled air cards. This will allow for continual connectivity to the central GIS database thus allowing our field crew supervisor to monitor the quantity and quality of work on a continual basis. Additionally, Inyo County staff will be enabled with an application that will allow them to view progress of the field crew and the location of the field crew at any given time. Inyo County will be given a copy of this application as part of this project. It is understood that there will be times when the field crews are in areas that do not have cell coverage. The application works in connected and disconnected environments. Therefore, once the crews re-

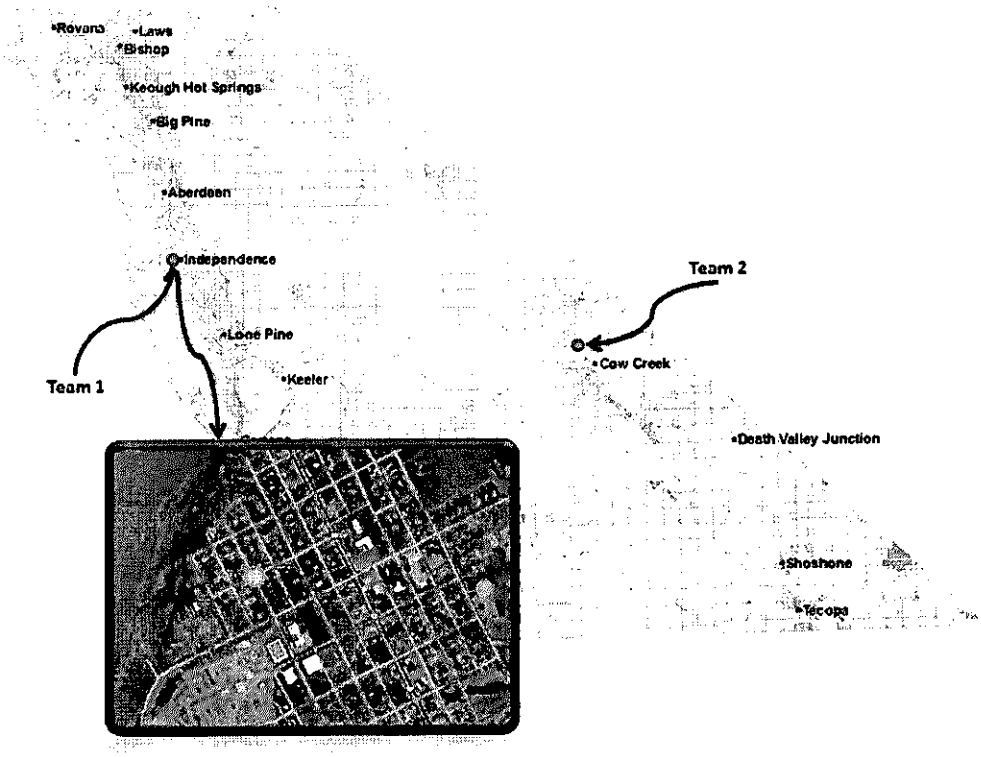
enter cell coverage their work will be updated. The Toughbook's are equipped with internal/external cellular GPS units. [redacted]



**GTG's Field Collection ArcGIS Server Tool**

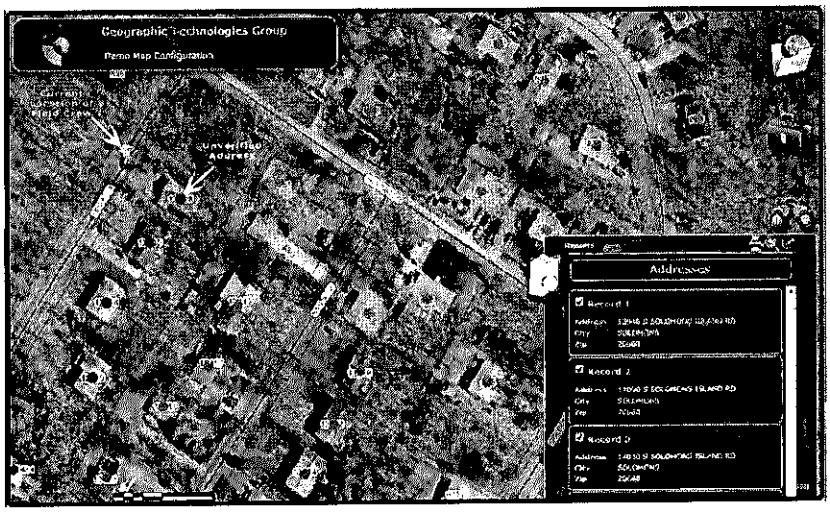


**GTG's Field Collection Tool is Task Driven and Will Have Live Connectivity to the GIS Server**




**The Field Crew Supervisor will be Able to Track the Location of Field Crews at All Times**

**Field Crews will See Their Own Locations as the Work in the Field**




**Inyo County Staff will be provided a Silverlight GIS Portal for Viewing the Location of Field Crew, the Address Points, and Their Collection Status**

GTG will use the following as the defined collection method as defined by the County:

For each house along a given block GTG will compare the visible house number against the matching address point house number (visible in the map). GTG will make data entries for the following scenarios [redacted]:

**A)** The house number matches the existing address point house number and the point appears to be spatially correct, i.e., on the house:

- **the worker selects the existing point and picks the Verified YES code**

**B)** The address point is correct spatially (ie., on the house) but the visible house number is different from the existing address point house number

- **the worker selects the existing point, picks the Verified NO code, picks the NewPoint NO code, picks the VisibleNumber YES code, enters the visible house number in the NewNumber field, takes a PHOTO of the visible house number and attaches the file as an attribute of the point**

**C)** The address point is correct spatially (i.e., on the house) but no visible house number

- **the worker selects the existing point, picks the Verified NO code, picks the NewPoint NO code, picks the VisibleNumber NO code**

**D)** The address point is not correct spatially (i.e., not on the house) but it is nearby, and its STNUMBER matches the visible house number **if the field worker can see the house in the map on the device, the worker should select the point, and move it manually to a location on the house in the map, then picks the Verified YES code, then picks the Moved Point YES code.**

**If the worker cannot see the house in the map on the device, the worker moves to a sidewalk location on the perpendicular line from the street to the front door, selects the point, then uses the built in move to GPS location function, then picks the Verified YES code, then picks the Moved Point YES code**

**E)** The house has no address point on or near it

- **the worker moves to a sidewalk location on the perpendicular line from the street to the front door, then captures a new GPS point, picks the NewPoint YES code, picks the NewStreetName from the streetname dropdown list, enters the NewNumber house number**

**F)** The house has no address point on or near it, and has no visible address

**the worker moves to a sidewalk location on the perpendicular line from the street to the front door, then captures a new GPS point, picks the NewPoint YES code, picks the NewStreetName from the list, VisibleNumber NO code** [redacted]

**G)** Other

- **Units: Mobile Home Parks are often represented in the assessor data as each unit with the same street address, but with different Unit (or Space) numbers / letters. The field worker will code their field Unit findings using the UnitVerified (yes/no), VisibleUnitNumber (yes/no), UnitNewNumber fields.** [redacted].

**Note: Inyo County stated that "The County will develop protocols with respondents regarding the verification/coding of Units in Apartment buildings" GTG has a existing methodology that will be proposed to the County. GTG understands that a part of this project will include:**

- Long Driveways: the County will work with GTG on developing a protocol for verifying addresses involving long driveways, dirt roads.

[redacted]

**Street Sign Collection**

In conjunction with the address point verification, the County requests that county Street Signs be checked against the map street names. Street Sign points will be loaded in the Handheld and displayed in the map. The street signs dataset will have 5 verify/error code fields:

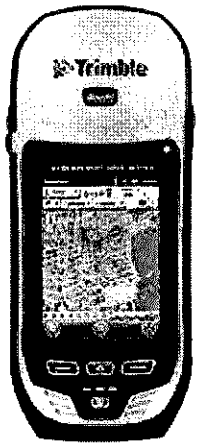
STREETSIGNS: VERIFY (yes/no), STREETNAME1, STREETNAME2, PHOTO1, PHOTO2

**A)** The field worker encounters a street sign with a displayed StreetName(s) different from the map street name and the Street Sign point exists (is visible in the map at the location)

- **Select the street sign point... Click the Verify NO pick-list entry, type the SIGN STREETNAME(S) into the STREETNAME1 and STREETNAME2 fields (if both STREETNAMES are different), add up to 2 photos showing the discrepancy and attach the photo files as attributes of the point**

**B)** The field worker encounters a sign, but there is no corresponding point in the sign data, AND, the sign displays different Street Names from those displayed in the map

- **Create a new GPS Sign Point, Click the Verify NO pick list entry... type the SIGN STREETNAME(S) into the STREETNAME1 and STREETNAME2 fields (if both STREETNAMES are different), add up to 2 photos showing the discrepancy and attach the photo files as attributes of the point**




The field crews will utilize Trimble GeoXH 6000 Series GPS units to capture the GPS location for the address point and signage. These GPS units have built in high quality cameras for capturing images while in the field. All GPS derived locations shall exhibit a documented precision of under one foot at a ninety-five percent confidence interval. In the process of verifying each site address, GTG field crews employ a defined process to identify and record attributes for those records that may need additional review. Some addresses will not be discernible even with field verification. These may be areas that are inaccessible such as gated communities, large private commercial properties, and government complexes. GTG understands that sign collection will be conducted for areas that have address points and it is not the intent to collect all signs for the county some of which may be in remote unpopulated areas.

As per the specifications outlined in the RFP:

- The County and winning respondent will work on an error checking protocol. The error checking protocol will handle both errors of commission and omission. The County may decide to institute an error checking protocol DURING the data capture period. For example, field workers capture data for TOWN 1 during the first day of the planned field work period. The data is processed and provided to the County on day 2 or 3 of the field work period. County personnel using in-house GPS equipment and, using a similar field protocol, will sample the address points and street signs for TOWN 1, and compare those results to the winning firm's results. An error rate of > 2% may then trigger a required recapture of TOWN 1 by the firm.

- To execute error checking DURING the data capture period, the county will be fully informed of the respondents schedule including any real time changes to that schedule.

- The County may also institute an error checking protocol AFTER the completion of the firms Address Point, Street Sign verification of Inyo County. An error rate of > 2% may trigger a monetary penalty imposed on the firm.

- The error checking protocol and subsequent consequences will be negotiated with the winning respondents.

GTG employs a multi-tiered QA/QC methodology to include:

- In-house QA/QC prior to any field work. Our staff will review the data provided by Inyo County to include the existing address points, street centerlines, aerial photography, MSAG, and tax parcels. We will do an in-house review and give each address point a level of confidence. For instance, if an existing point is assigned to a single family dwelling which is readily discernible from the aerial photography and matches information on the tax parcel layer we would assign it a confidence level of 1. However, if the address point does not match the aerials, parcels, or other factors we would give it a confidence level of 2 – meaning that our field crew knows that this address point will need special attention in the field.
- Daily QA/QC – GTG will have an in-house GIS Specialist reviewing the work of the field crews during the day and for the work done the day prior. Any concerns are flagged and the field crew is alerted of the concern and corrective action is taken.
- Incremental deliverables – GTG recommends that data is delivered incrementally to Inyo County. As an agreed upon area is complete, the completed data set is delivered to the County for review. This will allow the county to flag any concerns they have so that GTG's field crews can resolve any issues while still in the area.
- It is understood that GTG will mark any addresses that cannot be determined because of non-visible address markings. Some addresses may be deemed correct even if addresses are not visible. These non-

visible addresses may make logical sense in that source data may specify an address that flows with other addresses around them. In those cases, these addresses will not be marked as incorrect/indeterminate.

Accuracy concerns and recommendations:

- GTG understands that the address points are being created for public safety purposes. As such, it is recommended that each unique address is place on the top of the addressable structure or unit. GTG visually places each point on top of the center of the structure utilizing the aerial photography.
- In cases where the structure is not on the aerial photography or obscured, GTG will utilize the GPS to locate the address point. GTG will point the GPS with a range finder at the front door of the structure. This will yield an accuracy in accordance with the specifications of the GPS. GTG will do post-processing of GPSed features daily. Our in-house GIS Specialist will check each of these for spatial accuracy to insure that any anomalies are noted and re-captured in the field.
- GTG will deliver sections of the county as they are completed. These sections will be logically delineated most likely around areas of population. GTG expects that the County will take no longer than two weeks to review each deliverable. Upon review, the county will determine a level of accuracy. If the accuracy level is less than 95%, Inyo County staff will notify GTG and GTG staff will revisit these areas to make corrections within two weeks of notification. Corrected data will then be re-submitted. GTG will provide Inyo County with a delivery report upon each delivery describing the area delivered and the date of delivery. Inyo County will refine their methodology during the planning phase, particularly in terms of generating a random sample of points. This methodology will be reviewed with GTG to insure that it adheres to project specification. Any areas that are deemed to be erroneous as defined above will be discussed and reviewed with GTG to assure compliance with the agreed upon methodology.

[redacted]

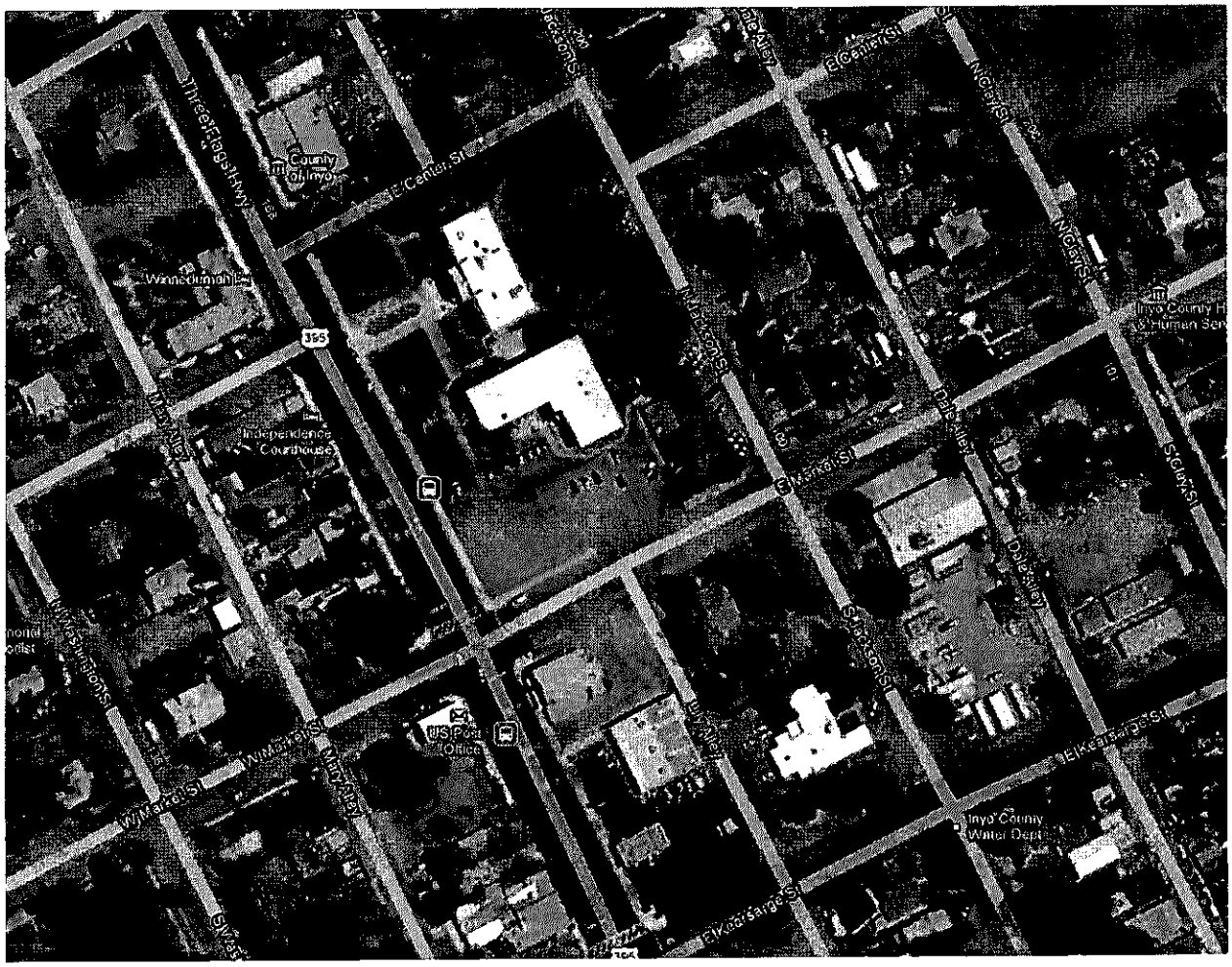
[redacted]

[redacted]

**Task 3: Field Verification of Digital Address Points (As Described in Section 1)**

**Step 5: Verification of Secondary Address Units and Problem Structures**

Secondary address units are utilized when a building has more than one address. Examples of this are condominiums, town homes, apartment complexes, shopping centers, and strip malls. The location and addressing for secondary address units is a critical component in the effective delivery of government services. GTG will place address points on each unit of multi-address buildings.




**Each Unit within a Shopping Center will be Addressed**

**Individual Addressing Within Apartment Complexes**

In addition to multi-address structures, other addresses can be difficult to identify. The following graphics show a variety of these challenges to include houses down long driveways, manufactured housing, and multi-structure properties with only one valid address.

**Hidden Houses, Long Drives, and Properties with Multiple Structures**

**Manufactured Housing**

**Task 3: Field Verification of Digital Address Points (As Described in Section 1)**

**Step 6: Digital Photographs Linked to Addresses**

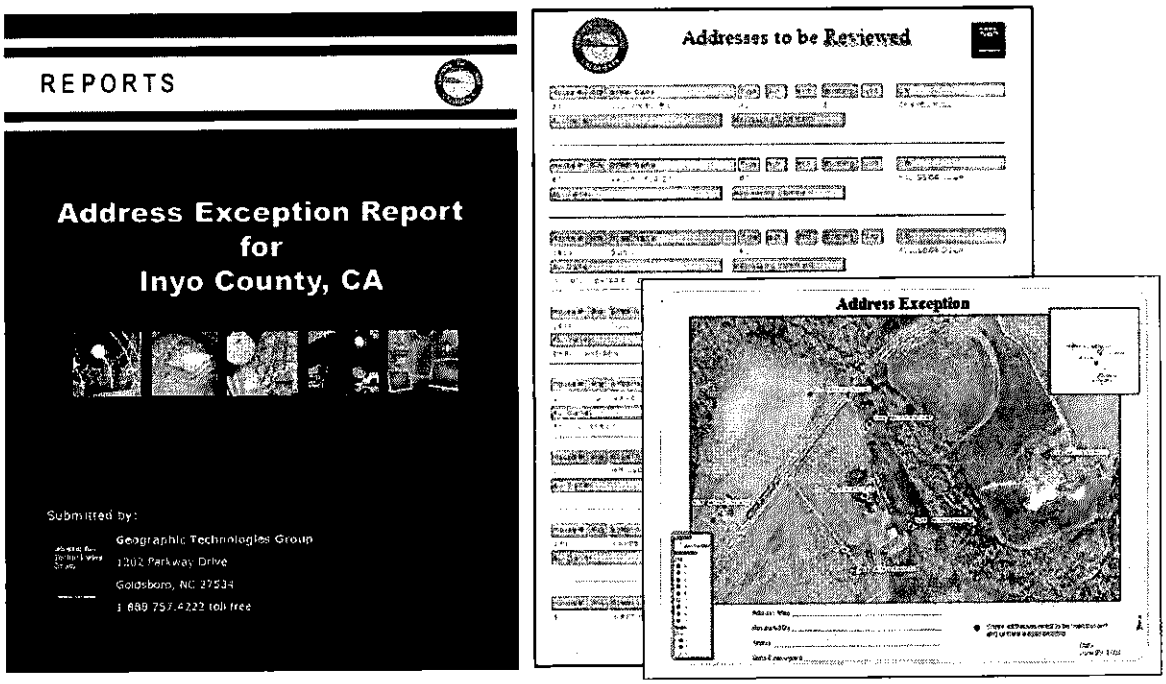
GTG will be doing site verification of every address. During verification GTG will take a digital photo as directed within the RFP. The digital photo will be linked via GIS and can be opened within any GIS software application when clicking on the address point.

**Address Digital Photo Capture**

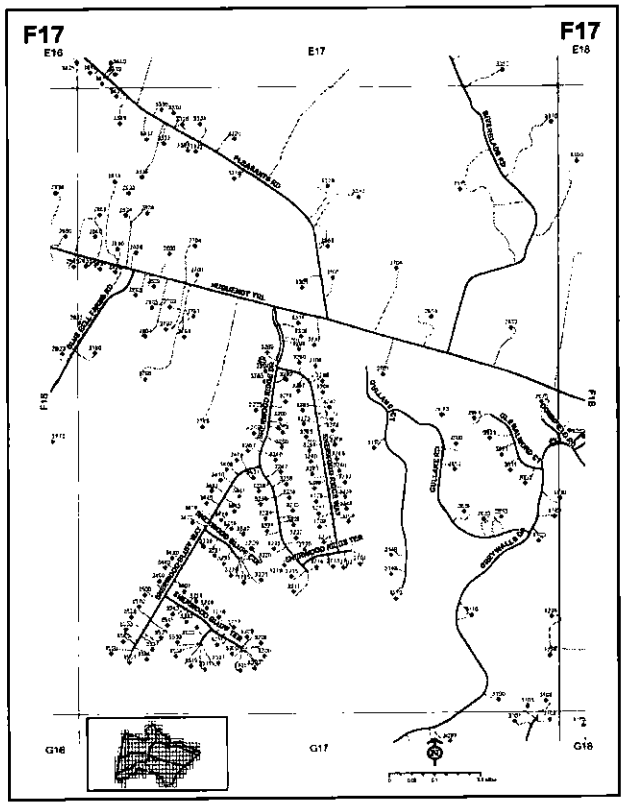
**Task 3: Field Verification of Digital Address Points (As Described in Section 1)**

**Step 7: Database Evaluation, Delivery of Address Exception Reports and Map Books**

At the conclusion of the project, any remaining problem addresses will be delivered in an address exception report. GTG will compare the final address point layer to existing databases such as the ANI/ALI file to identify potential missing addresses. These will be reviewed with Inyo County staff. Also, GTG will create a digital and hard copy map book depicting the address points for the entire county. The map book will be delivered as a digital file that can be utilized for creating hard copies. [redacted]




**Address Exception Report will be provided to Inyo County**

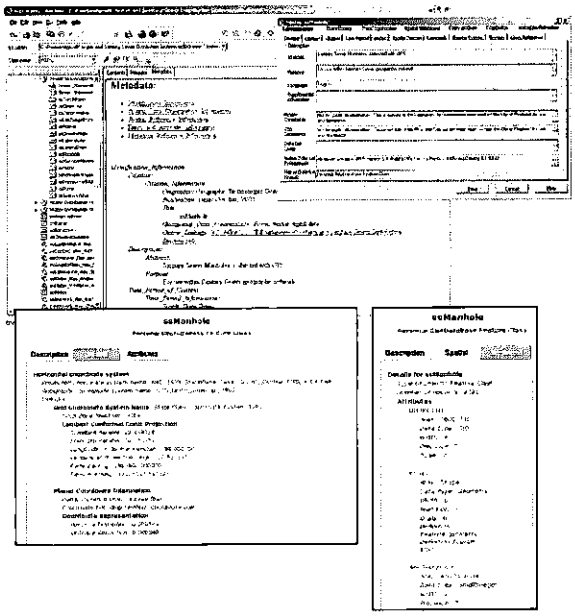



**Example Map Book Page**

**Task 3: Field Verification of Digital Address Points (As Described in Section 1)**

**Step 8: Provide FDGC Compliant Metadata**

The final deliverable will include FGDC compliant metadata in digital XML format for the entire geodatabase. The project manager will ensure that metadata is FGDC compliant and will give county employees an overview of the metadata and how it can best be utilized.



**Data will be Delivered in FDGC Compliant Format**

**Final Deliverables**

The following is a list of all of the final deliverables for this project:

- A GIS format Address Point dataset consisting of all existing address points with new coded values based on the final protocols agreed upon by GTG and the County. All new GPS acquired Address Points will be fully attributed as described in the protocols, and will have been post processed to sub-foot spatial accuracy.
- A GIS format Street Sign Point dataset with new coded values based on the final protocols agreed upon by GTG and the County. All new GPS acquired Street Sign Points will be fully attributed as described in the protocols, and will have been post processed to sub-foot spatial accuracy.
- FGDC compliant metadata in digital XML format for the entire geodatabases
- Digital photos of all address locations
- Digital photos of street signs

- A draft and final database design document
- A draft and final geodatabases based on the database design
- Silverlight ArcGIS Server viewing application
- Weekly status reports
- Address exception report
- A quality assurance report to include documentation describing how all GPS derived locations are have an accuracy of under one meter at a ninety-five percent confidence level
- Digital map book of entire county
- Final maintenance procedures document
- Final maintenance procedures training
- 10 Ways to Improve Your Public Safety with GIS Training

## Project Schedule

The following is the project schedule proposed by GTG:

| Project Schedule | Month 1 | | | | Month 2 | | | |
|---|---|---|---|---|---|---|---|---|
| | W1 | W2 | W3 | W4 | W1 | W2 | W3 | W4 |
| **Task 1: Creation of an Address Data Model** | | | | | | | | |
| **Task 2: Data Acquisition and Project Preparation** | | | | | | | | |
| Step 1: Database Acquisition and Inspection | | | | | | | | |
| Step 2: Field Collection Game Plan and Review | | | | | | | | |
| **Task 3: Field Verification of Digital Address Points** | | | | | | | | |
| Step 1: Kickoff and Weekly Project Meetings | | | | | | | | |
| Step 2: Communication and Field Strategy | | | | | | | | |
| Step 3: Project Management and Daily Pre-Planning | | | | | | | | |
| Step 4: Field Address Point Creation, Street Sign Collection, and Verification | | | | | | | | |
| Step 5: Verification of Secondary Address Unites and Problem Structures | | | | | | | | |
| Step 6: Digital Photographs Linked to Addresses | | | | | | | | |
| Step 7: Database Evaluation, Delivery of Address Exception Reports and Map Books | | | | | | | | |
| Step 8: Provide FDGC Compliant Metadata | | | | | | | | |
| **Task 4: Final Presentation and Training** | | | | | | | | |

Deliverable  Project Work

# Section 3: Cost Proposal

GTG proposes a fee not-to-exceed $33,700 to complete all of the tasks outlined in Section 1: Services. This lump sum is all inclusive of the project management, data collection services, and data verification. Below is a list of the tasks to be accomplished along with the deliverables.

| | |
|---|---|
| **Task 1: Creation of an Address Data Model** | |
| **Task 2: Data Acquisition and Project Preparation** | |
| Step 1: Database Acquisition and Inspection | $500.00 |
| Step 2: Field Collection Game Plan and Review | $500.00 |
| **Task 3: Field Verification of Digital Address Points** | |
| Step 1: Kickoff and Weekly Project Meetings | $500 |
| Step 2: Communication and Field Strategy | $200 |
| Step 3: Project Management and Daily Pre-Planning | $1,500.00 |
| Step 4: Field Address Point Creation, Street Sign Collection, and Verification – Not to exceed 9,500 address points and signs to include:<br>• All address points verified (including any determined not to exist – needing deletion).<br>• Street signs that require changes (attribute and/or GPS – missing sign points and/or signs not in agreement with street centerlines in address areas). Signage is to be collected for areas that have addresses (not to | $26,000.00 |

| | |
|---|---|
| include remote uninhabited areas).<br>• If the above defined address and sign points exceed 9,500 GTG will notify Inyo County. The cost per point for each feature beyond 9,500 is proposed to be $2.50 per point. | |
| Step 5: Verification of Secondary Address Units and Problem Structures | In conjunction with Step 4 |
| Step 6: Digital Photographs Linked to Addresses & Signs | $4,000.00 |
| Step 7: Database Evaluation, Delivery of Address Exception Reports and Map Books | $500 |
| Step 8: Provide FDGC Compliant Metadata | $0 Complimentary |
| **Task 4: Final Presentation and Training** | $0 Complimentary |
| **TOTAL** | **$33,700.00** |

**Final Deliverables**

The following is a list of all of the final deliverables for this project:

- A GIS format Address Point dataset consisting of all existing address points with new coded values based on the final protocols agreed upon by GTG and the County. All new GPS acquired Address Points will be fully attributed as described in the protocols, and will have been post processed to sub-foot spatial accuracy.
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- FGDC compliant metadata in digital XML format for the entire geodatabases
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- Weekly status reports
- Address exception report
- A quality assurance report to include documentation describing how all GPS derived locations are have an accuracy of under one meter at a ninety-five percent confidence level
- Digital map book of entire county

- Final maintenance procedures document
- Final maintenance procedures training
- 10 Ways to Improve Your Public Safety with GIS Training

For Clerk's Use Only:
**AGENDA NUMBER**

12

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** County Administrator
BY: Patricia Gunsolley, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** September 25, 2012

**SUBJECT:** Appointment of Board of Supervisors Representative to the Western Counties Alliance Board of Directors

***DEPARTMENTAL RECOMMENDATION:*** - Request Board appoint Supervisor Linda Arcularius to represent the Inyo County Board of Supervisors on the Western Counties Alliance Board of Directors.

***SUMMARY DISCUSSION:*** - In July of this year Mr. Ken Brown, Executive Director of Western Counties Alliance made a presentation to the Board regarding the organization and discussed with the Board those issues affecting counties in the Western United States including Secure Rural Schools funding, wilderness designations and release of WSA's, the Forest Planning Rule, full funding of PILT, and Geothermal Royalties. At that time the Board and Mr. Brown discussed how the County and the Alliance could work together to address these issues and other issues of concern affecting Inyo County. Also at the meeting, the County Administrator confirmed the County of Inyo's membership in Western Counties Alliance. Mr. Brown has requested that Inyo County appoint a Member of the Inyo County Board of Supervisors to the Western Counties Alliance's Board of Directors. Supervisor Arcularius has expressed an interest in serving on this Board and is requesting the appointment. Staff is unaware at this time of any other Board Member desiring appointment to the Board, therefore, it is staff's recommendation that your Board consider Mr. Brown's request and appoint Supervisor Arcularius to serve as the County's Representative on the Western Counties Alliance Board of Directors. In order to maintain a record of this appointment the Western Counties Alliance will be added to the Board's Yearly Committee list.

***ALTERNATIVES:*** - Staff awaits your Board's direction with regard to this appointment.

***OTHER AGENCY INVOLVEMENT:*** - N/A

***FINANCING:*** - There is no fiscal impact associated with making this appointment.

| 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 Assistant Clerk of the Board.)* Approved: _____ Date_____ |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____ |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____ |

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

For Clerk's Use Only:
**AGENDA NUMBER**

13

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** September 25, 2012

**SUBJECT:** Adoption of the Fiscal Year 2012-2013 Final Board Approved Budget

***DEPARTMENTAL RECOMMENDATION:***

Request your Board:

A. Conduct a review and discussion of the Fiscal Year 2012-2013 Final Board Approved Budget, including but not limited to:

   1) Those changes to the CAO Recommended Budget that were included in the Addendum;
   2) Any other changes which may be made as a result of this discussion.

B. Adopt the Fiscal Year 2012-2013 Budget as recommended by the County Administrator, and as amended, as necessary;

C. Approve Resolution adopting the Final Budget for Fiscal Year 2012-2013.

D. Authorize and direct the County Administrator and Auditor Controller to approve and make payments, greater than $10,000 to Inter-Agency Visitor Center and Tri-County Fairgrounds as provided for in the Advertising County Resources budget.

E. Authorize and direct the County Administrator to develop and execute contracts with all Grants-In-Support program funding recipients identified in the Grants-In-Support budget.

***SUMMARY DISCUSSION:***

On September 10, 2012, your Board closed Budget Hearings for Fiscal Year 2012-2013 and directed the County Administrator to make all changes necessary to compile the Final Board Approved Budget for Fiscal Year 2012-2013. Consequently, the County Budget document contains a countywide estimated revenue total of $76,553,650, and $82,594,627 in projected expenditures. The amount of the General Fund portion of the County Budget is $46,318,803 in revenues, and $50,152,151 in expenditures. This includes $75,240 in General Fund Contingencies, and making a $150,000 contribution to the County's OPEB Trust for funding future retiree healthcare costs. Fund Balance covers the $3,833,348 gap between General Fund revenues and expenditures. The Auditor Controller certifies Final Fund Balance as $3,833,348, which is $170,240 higher than originally anticipated.

**Fiscal Year 2012-2013 Recommended Board Approved Budget for the General Fund**

The expenditure total in this recommended Final Board Approved Budget for the General Fund is $50,152,151 which is $170,240 higher than the CAO Recommended Budget. Revenues are $46,318,803, which is the CAO Recommended Budget. A summary of the General Fund is included as Attachment A. The increases in expenditures and revenues are due to the net effect of the following changes:

*Actions Directed By Your Board or Recommended By Staff during Budget Hearings – General Fund*

1. Increasing expense in the General Revenues & Expenditures budget by $150,000 to fund a contribution to the County's OPEB Trust for funding future retiree healthcare costs.
2. Increasing expense in the General Fund Contingencies budget by $20,240.

*Actions Recommended By Staff After Budget Hearings – General Fund*

Staff has no subsequent recommendations to change revenues and expenditures in General Fund Budgets from those comprising the CAO Recommended Budget or otherwise directed by, or discussed with your Board during the Budget Hearing.

**Fiscal Year Recommended Board Approved Budget for Other Funds**

The expenditure total in this recommended Final Board Approved Budget for Other Funds is $30,234,847, which is the CAO Recommended Budget. Revenues are $32,442,476, which is the CAO Recommended Budget. A summary of Non-General Fund is included as Attachment B.

*Actions Directed By Your Board or Recommended By Staff During Budget Hearings – Non General Fund*

Staff has no subsequent recommendations to change revenues and expenditures in Non General Fund Budgets from those comprising the CAO Recommended Budget or otherwise directed by, or discussed with your Board during the Budget Hearing.

*Actions Recommended By Staff After Budget Hearings –Non General Fund*

Staff has no subsequent recommendations to change revenues and expenditures in Non General Fund Budgets from those comprising the CAO Recommended Budget or otherwise directed by, or discussed with your Board during the Budget Hearing.

***ALTERNATIVES:***

Your Board has the alternative to not approve the Budget for Fiscal Year 2012-2013, in whole or in part as recommended by the CAO and/or modify the Budget as presented and provide additional direction to staff.

***OTHER AGENCY INVOLVEMENT:***

The Fiscal Year 2012-2013 CAO Recommended Budget is currently based on direction provided by your Board and recommendations made by staff during the Budget Hearing, and developed with significant support from the Auditor-Controller, Personnel and Information Services staff, and all County departments.

***FINANCING:***

This item sets the Fiscal Year 2012-2013 countywide spending plan in a total amount of $82,594,627. The General Fund portion totals $50,152,151.

| **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.)*<br>R Kelle Approved: ✓ Date 9.18.12 |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*<br>Leslie L. Chapman Approved: ✓ Date 9/18/12 |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br>Approved:_____ Date_____ |

***DEPARTMENT HEAD SIGNATURE:***
(Not to be signed until all approvals are received) [signature] Date: 09-18-2012

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*****************************************************************************
*                                                                           *
*                  A D   H O C   R E P O R T   W R I T E R                  *
*                                                                           *
*       Requester's Name: Randi Chegwidden                                  *
*       Requester's Location: NONAUDTR                                      *
*       Current Date: MON, SEP 17, 2012, 8:51 AM                            *
*       Name of Report File: BUD002F.RDF.ADMIN                              *
*       Report Title:      BUD002F - B U D G E T   R E Q U E S T S          *
*                                                                           *
*****************************************************************************

SELECT  BUDUNIT  Status: A ; BUDUNIT  Types: @ ; FUND : 0001 ; BUD RPTEXEXCLUDE,
*****************************************************************************
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ATTACHMENT A

BUD002F - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| FUND: 0001 GENERAL FUND | | | | | | | |
| Revenues: | | | | | | | |
| 4001 - CURRENT SECURED TAXES | $9,566,864 | $9,000,000 | $9,000,000 | $9,504,115 | $9,250,000 | $9,250,000 | |
| 4004 - CURRENT UNSECURED TAXES | $2,078,990 | $1,720,000 | $1,428,000 | $1,438,407 | $1,200,000 | $1,200,000 | |
| 4005 - CURRENT UNSECURED AIRCRAFT TAX | $34,558 | $34,000 | $30,500 | $32,485 | $32,000 | $32,000 | |
| 4008 - SB813 DISTRIBUTIONS | $446,697 | $400,000 | $555,500 | $599,664 | $70,000 | $70,000 | |
| 4021 - PRIOR YEAR SECURED TAXES | $98,716 | $94,000 | $56,000 | $56,728 | $90,000 | $90,000 | |
| 4023 - PRIOR YEAR UNSECURED TAXES | $14,969 | $20,000 | $198,000 | $197,791 | $15,000 | $15,000 | |
| 4041 - PENALTIES ON DELINQUENT TAXES | $90,342 | $90,000 | $90,000 | $38,154 | $90,000 | $90,000 | |
| 4042 - COSTS OF DELINQUENT COLLECTION | $10,100 | $9,000 | $9,000 | $400 | $10,000 | $10,000 | |
| TAXES - PROPERTY | $12,341,237 | $11,367,000 | $11,367,000 | $11,867,744 | $10,757,000 | $10,757,000 | |
| 4062 - SALES TAX | $297,557 | $275,000 | $275,000 | $284,555 | $285,000 | $285,000 | |
| 4082 - REAL PROPERTY TRANSFER TAX | $49,180 | $50,000 | $50,000 | $44,257 | $40,000 | $42,500 | |
| 4083 - TRANSIENT OCCUPANCY TAX | $2,667,280 | $2,385,000 | $2,385,000 | $2,882,005 | $2,485,000 | $2,485,000 | |
| TAXES - OTHER | $3,014,017 | $2,710,000 | $2,710,000 | $3,210,817 | $2,810,000 | $2,812,500 | |
| 4062 - SALES TAX | $875,457 | $875,000 | $875,000 | $937,220 | $875,000 | $875,000 | |
| TAXES - SALES | $875,457 | $875,000 | $875,000 | $937,220 | $875,000 | $875,000 | |
| 4101 - ANIMAL LICENSES | $26,809 | $27,000 | $27,000 | $26,236 | $27,000 | $27,000 | |
| 4131 - CONTRUCTION PERMITS | $138,606 | $115,300 | $113,920 | $115,934 | $115,800 | $115,800 | |
| 4156 - RECLAMATION PLAN FEES | $14,050 | $13,500 | $13,500 | $13,900 | $13,500 | $13,500 | |
| 4161 - FRANCHISE FEES | $113,448 | $88,000 | $88,000 | $135,618 | $115,000 | $115,000 | |
| 4170 - WELL PERMITS | $12,845 | $13,000 | $8,000 | $6,733 | $7,000 | $7,000 | |
| 4171 - D H R PERMITS | $462 | $400 | $400 | $420 | $400 | $400 | |
| 4172 - SEWER APPLICATIONS | $2,758 | $3,000 | $3,000 | $3,838 | $3,600 | $3,600 | |
| 4174 - WATER SYSTEM PERMITS | $47,723 | $48,300 | $52,300 | $53,424 | $52,876 | $52,876 | |
| 4175 - PERMITS TO OPERATE | $1,000 | $1,000 | $1,000 | $995 | $1,000 | $1,000 | |
| 4176 - LICENSES | $3,506 | $3,100 | $3,100 | $3,041 | $3,000 | $3,000 | |
| 4177 - GUN PERMITS | $2,893 | $2,760 | $2,760 | $3,276 | $2,900 | $2,900 | |
| 4178 - FINGERPRINT PERMITS | $8,017 | $5,854 | $5,854 | $9,341 | $8,100 | $8,100 | |
| 4179 - EXPLOSIVE PERMITS | $52 | $50 | $30 | $437 | $100 | $100 | |
| 4180 - DEVICE REGISTRATION FEE | $29,348 | $30,000 | $30,000 | $27,878 | $30,000 | $30,000 | |
| 4182 - SWIMMING POOL PERMITS | $7,901 | $8,000 | $8,382 | $8,382 | $8,600 | $8,600 | |
| 4183 - FOOD ESTABLISHMENT PERMIT | $37,732 | $38,000 | $38,000 | $39,659 | $40,154 | $40,154 | |
| 4184 - SEWAGE PUMP VEHICLE PERMIT | $680 | $708 | $708 | $700 | $721 | $721 | |
| 4186 - DEVICE REPAIRMAN LICENSE | $0 | $250 | $250 | $105 | $250 | $250 | |
| LICENSES & PERMITS | $447,827 | $398,222 | $396,204 | $449,916 | $430,001 | $430,001 | |

BUD002F - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| 4211 - CRIMINAL FINES | $83 | $50 | $70 | $102 | $75 | $75 | |
| 4212 - ANIMAL FINES | $5,100 | $5,000 | $5,000 | $6,020 | $5,000 | $5,000 | |
| 4214 - SUPERIOR COURT FINES | $54,428 | $76,298 | $76,330 | $63,105 | $54,699 | $54,699 | |
| 4215 - JUSTICE COURT FINES | $251,948 | $250,000 | $250,000 | $253,704 | $250,000 | $250,000 | |
| 4220 - LAW LIBRARY FINES | $11,255 | $11,000 | $11,000 | $8,580 | $8,500 | $8,500 | |
| 4224 - COURT REALIGNMENT FINES | $1,007,661 | $950,000 | $950,000 | $971,267 | $950,000 | $950,000 | |
| FINES & FORFEITURES | $1,330,475 | $1,292,348 | $1,292,400 | $1,302,778 | $1,268,274 | $1,268,274 | |
| 4351 - DIAZ LAKE CONCESSIONS | $0 | $6,225 | $6,225 | $0 | $6,225 | $6,225 | |
| 4352 - MILLPOND CONCESSIONS | $0 | $5,000 | $5,000 | $0 | $8,300 | $8,300 | |
| RENTS & LEASES | $0 | $11,225 | $11,225 | $0 | $14,525 | $14,525 | |
| 4301 - INTEREST FROM TREASURY | $296,924 | $275,000 | $275,000 | $175,744 | $190,000 | $190,000 | |
| 4303 - INTEREST ON TAX FUNDS | $1,441 | $2,000 | $2,000 | $1,141 | $1,500 | $1,500 | |
| 4311 - RENTS | $43,964 | $70,000 | $50,000 | $45,518 | $42,000 | $42,000 | |
| 4312 - LEASES | $12 | $1,972 | $1,972 | $0 | $1,972 | $1,972 | |
| 4316 - STATHAM HALL RENTS | $0 | $0 | $0 | $0 | $800 | $800 | |
| 4317 - BIG PINE LEGION HALL RENT | $0 | $0 | $0 | $0 | $500 | $500 | |
| 4318 - INDEPENDENCE LEGION HALL RENT | $0 | $0 | $0 | $0 | $75 | $75 | |
| REV USE OF MONEY & PROPERTY | $342,341 | $348,972 | $328,972 | $222,403 | $236,847 | $236,847 | |
| 4411 - STATE MOTOR VEHICLE IN LIEU TX | $3,114,816 | $2,914,006 | $2,743,379 | $2,874,656 | $2,952,185 | $2,952,185 | |
| 4420 - SOCIAL SERVICE REALIGNMENT | $951,901 | $1,029,682 | $1,086,142 | $1,039,486 | $861,729 | $861,729 | |
| 4421 - STATE PUBLIC ASSIST ADMIN | $1,995,915 | $2,644,562 | $1,977,534 | $1,984,882 | $1,977,534 | $1,977,534 | |
| 4425 - AID TO FAMILY W/ DEPENDENT CHI | $374,349 | $395,500 | $250,000 | $222,176 | $0 | $0 | |
| 4427 - FOSTER CARE | $271,955 | $231,000 | $110,000 | $104,321 | $0 | $0 | |
| 4430 - HEALTH REALIGNMENT | $329,642 | $341,127 | $341,127 | $341,127 | $457,434 | $457,434 | |
| 4447 - OTHER AID FOR HEALTH | $92,630 | $92,630 | $92,630 | $104,741 | $92,630 | $92,630 | |
| 4450 - MENTAL HEALTH REALIGNMENT | $610,462 | $654,252 | $906,273 | $906,273 | $711,143 | $711,143 | |
| 4460 - PUBLIC SAFETY REALIGNMENT | $0 | $0 | $1,493,606 | $1,450,185 | $2,322,736 | $2,322,736 | |
| 4462 - AG COMMISSIONER SALARY | $6,600 | $0 | $0 | $0 | $0 | $0 | |
| 4463 - UNREFUNDED GAS TAX | $177,909 | $62,000 | $127,949 | $129,768 | $65,000 | $65,000 | |
| 4472 - HOMEOWNERS PROPERTY TAX RELIEF | $79,777 | $80,000 | $80,000 | $78,774 | $82,000 | $82,000 | |
| 4473 - STATE AID FOR VETERANS AFFAIRS | $27,374 | $25,416 | $25,416 | $21,817 | $25,416 | $25,416 | |
| 4481 - CSLA REIMBURSEMENT | $270 | $500 | $0 | $0 | $0 | $0 | |
| 4482 - PUBLIC LIBRARY FUNDS | $6,195 | $3,000 | $0 | $0 | $0 | $0 | |
| 4483 - STANDARDS & TRAIN FOR CORRECT | $32,935 | $34,375 | $33,565 | $32,215 | $34,073 | $34,073 | |
| 4485 - STATE-PUBLIC SAFETY SERVICES | $1,566,226 | $1,418,336 | $1,530,179 | $1,692,168 | $1,653,270 | $1,653,270 | |
| 4486 - AB443 - SHERIFF | $251,860 | $369,810 | $369,810 | $369,810 | $262,106 | $262,106 | |
| 4488 - CITIZEN OPTION - PUBLIC SAFETY | $64,996 | $4,518 | $91,476 | $47,810 | $29,032 | $29,032 | |

BUD002F - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| 4497 - STATE MANDATE PROGRAMS | $105,028 | $0 | $0 | $21,756 | $0 | $0 | |
| 4498 - STATE GRANTS | $1,672,009 | $2,076,168 | $2,076,168 | $1,755,072 | $2,160,166 | $2,160,166 | |
| 4499 - STATE OTHER | $590,863 | $1,217,031 | $1,309,575 | $891,443 | $1,229,561 | $1,229,561 | |
| 4501 - FEDERAL PUBLIC ASSISTANCE ADMI | $1,520,179 | $1,624,950 | $1,624,950 | $1,437,975 | $1,624,950 | $1,624,950 | |
| 4511 - FEDERAL AID TO FAMILY W/CHILDR | $693,309 | $585,000 | $100,000 | $85,537 | $100,000 | $100,000 | |
| 4512 - FEDERAL FOSTER CARE | $88,017 | $169,000 | $100,000 | $98,232 | $115,000 | $115,000 | |
| 4521 - FEDERAL FOREST RESERVE | $0 | $10,000 | $0 | $0 | $7,000 | $7,000 | |
| 4541 - FEDERAL IN LIEU TAXES | $1,594,732 | $1,610,415 | $1,610,415 | $1,610,415 | $1,712,393 | $1,712,393 | |
| 4552 - FEDERAL OTHER | $620,930 | $772,000 | $695,596 | $505,782 | $738,000 | $738,000 | |
| 4555 - FEDERAL GRANTS | $0 | $53,621 | $53,621 | $30,468 | $12,312 | $12,312 | |
| 4561 - AID FROM MONO COUNTY | $227,489 | $229,429 | $229,429 | $229,623 | $219,817 | $219,817 | |
| 4563 - CONTRIBUTION FROM DWP | $3,154,418 | $3,216,012 | $3,216,012 | $3,069,880 | $3,331,790 | $3,331,790 | |
| 4599 - OTHER AGENCIES | $252,715 | $170,400 | $170,400 | $164,824 | $165,000 | $165,000 | |
| AID FROM OTHER GOVT AGENCIES | $20,475,501 | $22,034,740 | $22,445,252 | $21,301,218 | $22,942,277 | $22,942,277 | |
| 4601 - TAX REDEMPTIONS FEES | $2,130 | $2,000 | $2,000 | $4,130 | $2,000 | $2,000 | |
| 4602 - ASSESSMENT & COLLECTION FEES | $18,530 | $18,500 | $23,500 | $55,070 | $55,000 | $55,000 | |
| 4603 - SB813 COLLECTION FEES | $70,545 | $66,000 | $66,000 | $92,295 | $25,000 | $25,000 | |
| 4605 - DELINQUENT TAX SALE FEE | $2,475 | $0 | $0 | $895 | $2,000 | $2,000 | |
| 4612 - SPECIAL DISTRICT & GRANT ACCOU | $9,000 | $48,525 | $48,525 | $48,525 | $27,000 | $27,000 | |
| 4618 - EMS ACCOUNTING | $10,000 | $10,000 | $10,000 | $10,000 | $10,000 | $10,000 | |
| 4621 - DISTRICT ELECTIONS | $2,112 | $1,000 | $205 | $0 | $0 | $0 | |
| 4622 - CANDIDATE STATEMENTS | $33 | $0 | $0 | $11,700 | $3,000 | $3,000 | |
| 4623 - ELECTION FILING FEES | $0 | $1,000 | $1,000 | $2,896 | $0 | $0 | |
| 4624 - MISCELLANEOUS ELECTION SERVICE | $934 | $500 | $500 | $661 | $250 | $250 | |
| 4631 - COUNTY COUNSEL FEES | $8,262 | $150 | $2,000 | $2,695 | $150 | $150 | |
| 4632 - PUBLIC DEFENDER FEES | $1,326 | $5,000 | $5,000 | $2,371 | $5,000 | $5,000 | |
| 4654 - PLANNING & ENGINEERING FEES | $100,417 | $110,450 | $110,450 | $141,229 | $163,050 | $163,050 | |
| 4655 - MAP CHECKING | $928 | $1,000 | $307 | $250 | $500 | $500 | |
| 4663 - PEST MILL REFUND | $64,200 | $64,200 | $66,000 | $66,000 | $64,200 | $64,200 | |
| 4664 - NURSERY | $740 | $500 | $500 | $0 | $500 | $500 | |
| 4665 - PETROLEUM PRODUCT INSPECTION | $2,100 | $3,975 | $3,975 | $4,275 | $3,975 | $3,975 | |
| 4666 - RODENT CONTROL | $1,560 | $1,000 | $1,610 | $1,920 | $1,000 | $1,000 | |
| 4667 - NON COMMERCIAL CERTIFICATIONS | $910 | $1,000 | $1,000 | $573 | $500 | $500 | |
| 4672 - CLERK FEES | $360 | $300 | $300 | $184 | $100 | $100 | |
| 4673 - COST OF PROBATION | $31,436 | $32,000 | $32,000 | $35,529 | $32,000 | $32,000 | |
| 4676 - RESTITUTION | $0 | $0 | $0 | $50 | $0 | $0 | |
| 4681 - LPS PRIVATE PAY | $3,420 | $10,000 | $8,290 | $3,150 | $4,650 | $4,650 | |
| 4682 - ESTATE FEES | $10,495 | $4,000 | $4,000 | $3,000 | $4,000 | $4,000 | |
| 4683 - PUBLIC GUARDIAN FEES | $1,500 | $4,000 | $4,000 | $5,064 | $4,000 | $4,000 | |
| 4691 - JAIL BOOKING FEES | $2,604 | $2,140 | $2,140 | $3,653 | $2,850 | $2,850 | |
| 4693 - FOREST SERVICE | $40,655 | $21,097 | $21,097 | $13,770 | $21,000 | $21,000 | |

BUD002F - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| 4695 - SEARCH & RESCUE | $7,172 | $6,000 | $6,000 | $12,725 | $8,500 | $8,500 | |
| 4697 - FEDERAL & STATE PRISONER HOLD | $83,035 | $45,700 | $15,202 | $0 | $0 | $0 | |
| 4698 - INVESTIGATIONS | $67,053 | $67,053 | $67,053 | $67,053 | $67,053 | $67,053 | |
| 4699 - CIVIL PROCESS SERVICES | $6,675 | $7,000 | $7,000 | $5,835 | $5,600 | $5,600 | |
| 4701 - VITAL STATISTICS | $6,123 | $5,200 | $7,200 | $8,211 | $7,200 | $7,200 | |
| 4702 - RECORDING FEES | $64,857 | $63,000 | $63,000 | $67,158 | $65,100 | $65,100 | |
| 4703 - RECORDERS MICROGRAPHIC FEES | $0 | $0 | $0 | $3 | $0 | $0 | |
| 4720 - NON FEDERAL MEDICARE | $585 | $1,000 | $1,500 | $1,614 | $1,000 | $1,000 | |
| 4722 - FEDERAL MEDICARE/MEDICAID | $11,580 | $10,000 | $10,000 | $9,379 | $9,000 | $9,000 | |
| 4723 - WATER SAMPLES | $80,987 | $77,000 | $77,488 | $85,225 | $76,275 | $76,275 | |
| 4729 - EH WASTE INSPECTION & PERMITS | $14,625 | $15,066 | $15,066 | $15,066 | $15,516 | $15,516 | |
| 4732 - EMS RADIO MAINTENANCE | $1,575 | $1,575 | $1,575 | $1,575 | $1,575 | $1,575 | |
| 4742 - PATIENT PAYMENT | $58,313 | $63,000 | $52,596 | $59,654 | $52,800 | $52,800 | |
| 4747 - INSURANCE PAYMENTS | $8,726 | $12,000 | $12,000 | $3,546 | $1,000 | $1,000 | |
| 4748 - MENTAL HEALTH MEDICAL | $979,979 | $803,000 | $803,000 | $632,072 | $561,214 | $561,214 | |
| 4752 - SANITATION SERVICES | $0 | $0 | $0 | $10 | $0 | $0 | |
| 4754 - HAZARDOUS WASTE FEES | $81,430 | $82,000 | $83,000 | $84,075 | $82,000 | $82,000 | |
| 4765 - P O S T | $33,937 | $25,000 | $36,000 | $43,832 | $40,000 | $40,000 | |
| 4771 - LIBRARY SERVICES | $2,519 | $2,300 | $1,300 | $1,368 | $1,300 | $1,300 | |
| 4781 - PLEASANT VALLEY CAMP | $0 | $58,000 | $58,000 | $0 | $58,000 | $58,000 | |
| 4783 - SCHOBER LANE CAMP | $0 | $49,000 | $49,000 | $0 | $45,000 | $45,000 | |
| 4784 - GLACIER VIEW CAMP | $0 | $3,000 | $3,000 | $0 | $3,000 | $3,000 | |
| 4785 - BAKER CREEK CAMP | $0 | $14,000 | $14,000 | $0 | $19,000 | $19,000 | |
| 4786 - TINNEMAHA CAMP | $0 | $15,000 | $15,000 | $0 | $16,000 | $16,000 | |
| 4787 - TABOOSE CAMP | $0 | $30,000 | $30,000 | $0 | $32,000 | $32,000 | |
| 4788 - INDEPENDENCE CREEK CAMP | $0 | $7,900 | $7,900 | $0 | $8,100 | $8,100 | |
| 4789 - PORTAGEE JOE CAMP | $0 | $8,100 | $8,100 | $0 | $11,000 | $11,000 | |
| 4791 - TECOPA HOT SPRINGS CAMP | $0 | $7,700 | $7,700 | $0 | $8,815 | $8,815 | |
| 4792 - DAY USE FEES | $0 | $2,000 | $2,000 | $0 | $3,600 | $3,600 | |
| 4812 - NSF CHARGES | $451 | $640 | $640 | $70 | $75 | $75 | |
| 4813 - SHIPPING & HANDLING | $90 | $75 | $75 | $85 | $75 | $75 | |
| 4815 - ROAD REIMBURSABLES | $0 | $0 | $0 | $0 | $8,150 | $8,150 | |
| 4817 - LAFCO FEES | $17,501 | $5,288 | $5,288 | $5,732 | $6,500 | $6,500 | |
| 4819 - SERVICES & FEES | $353,031 | $349,789 | $704,270 | $704,215 | $444,250 | $454,250 | |
| 4820 - COUNTY COST PLAN | $1,436,182 | $1,452,361 | $1,452,361 | $1,432,638 | $1,359,335 | $1,359,335 | |
| 4821 - INTRA COUNTY CHARGES | $790,373 | $756,685 | $759,543 | $894,830 | $803,646 | $789,384 | |
| 4822 - INTRA COUNTY INSURANCE ADMIN | $166,476 | $571,384 | $581,384 | $604,746 | $731,736 | $731,736 | |
| 4824 - INTER GOVERNMENT CHARGES | $103,522 | $144,292 | $95,827 | $87,090 | $82,699 | $117,479 | |
| 4825 - OTHER CURRENT CHARGES | $648,991 | $402,954 | $402,954 | $398,586 | $427,199 | $427,199 | |
| 4827 - TRIAL COURT CHARGES | $101,973 | $113,213 | $113,213 | $122,326 | $140,966 | $140,966 | |
| CHARGES FOR CURRENT SERVICES | $5,514,431 | $5,685,612 | $5,983,634 | $5,858,605 | $5,636,004 | $5,666,522 | |

BUD002F - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| 4998 - OPERATING TRANSFERS IN | $1,045,231 | $1,021,987 | $1,119,360 | $205,125 | $243,880 | $1,216,932 | |
| OTHER FINANCING SOURCES | $1,045,231 | $1,021,987 | $1,119,360 | $205,125 | $243,880 | $1,216,932 | |
| 4901 - PRIOR YEARS REVENUE | $70 | $0 | $0 | $0 | $0 | $0 | |
| 4911 - SALE OF FIXED ASSESTS | $157 | $0 | $29,270 | $29,270 | $0 | $0 | |
| 4921 - SALE OF MINUTES & AGENDA | $0 | $50 | $50 | $0 | $50 | $50 | |
| 4922 - SALES OF COPIES | $5,814 | $5,600 | $5,575 | $4,775 | $5,500 | $5,500 | |
| 4924 - SALES OF MAILING LISTS | $228 | $0 | $0 | $194 | $0 | $0 | |
| 4925 - SALES OF BOOKS & PAMPHLETS | $11,569 | $10,500 | $10,500 | $12,905 | $10,500 | $10,500 | |
| 4936 - MISCELLANEOUS SALES | $0 | $0 | $0 | $45 | $0 | $0 | |
| 4951 - DONATIONS | $20,991 | $6,000 | $11,400 | $13,402 | $7,000 | $7,000 | |
| 4952 - OUTSIDE AGENCY CONTRACTS | $32,395 | $20,000 | $25,770 | $48,380 | $32,750 | $32,750 | |
| 4955 - FAMILY SUPPORT REPAYMENTS | $13,405 | $0 | $1,500 | $959 | $0 | $0 | |
| 4959 - MISCELLANEOUS REVENUE | $13,333 | $13,050 | $13,645 | $16,796 | $13,050 | $13,050 | |
| 4961 - REIMBURSED EXPENSES | $47,002 | $27,500 | $33,800 | $44,479 | $29,975 | $29,975 | |
| 4997 - CASH OVER OR SHORT | $35 | $50 | $50 | $12 | $100 | $100 | |
| 4999 - PRIOR YEARS REIMBURSEMENTS | $14,864 | $200 | $55,314 | $99,637 | $0 | $0 | |
| OTHER REVENUE | $159,865 | $82,950 | $186,874 | $270,855 | $98,925 | $98,925 | |
| TOTAL Revenues | $45,546,382 | $45,828,056 | $46,715,921 | $45,626,682 | $45,312,733 | $46,318,803 | |
| Expenses: | | | | | | | |
| 5001 - SALARIED EMPLOYEES | $16,685,692 | $18,366,393 | $18,154,188 | $16,935,816 | $19,049,391 | $18,535,944 | |
| 5002 - CONTRACT EMPLOYEES | $115,289 | $127,612 | $127,612 | $127,611 | $127,612 | $127,612 | |
| 5003 - OVERTIME | $627,540 | $705,536 | $766,786 | $624,396 | $734,758 | $682,933 | |
| 5004 - STANDBY TIME | $89,527 | $88,576 | $96,066 | $94,565 | $101,237 | $101,237 | |
| 5005 - HOLIDAY OVERTIME | $111,359 | $117,169 | $146,974 | $119,402 | $120,575 | $121,434 | |
| 5006 - 4850 TIME - WORKERS COMP | $12,980 | $0 | $18,334 | $18,334 | $0 | $0 | |
| 5012 - PART TIME EMPLOYEES | $672,457 | $674,123 | $734,826 | $588,566 | $890,588 | $874,951 | |
| 5021 - SOCIAL SECURITY | $1,180,356 | $1,291,508 | $1,283,889 | $1,184,626 | $1,350,962 | $1,311,182 | |
| 5022 - PERS RETIREMENT | $3,987,277 | $4,612,152 | $4,633,786 | $4,406,469 | $4,916,422 | $4,808,467 | |
| 5025 - RETIREE HEALTH BENEFITS | $579,525 | $1,180,769 | $1,201,888 | $1,190,291 | $1,561,830 | $1,561,830 | |
| 5031 - MEDICAL INSURANCE | $3,456,962 | $3,868,492 | $3,753,700 | $3,310,577 | $3,834,242 | $3,681,464 | |
| 5032 - DISABILITY INSURANCE | $169,836 | $209,794 | $210,655 | $183,702 | $186,391 | $181,392 | |
| 5033 - SHERIFF DEPUTIES DISABILITY | $8,832 | $9,536 | $9,536 | $8,980 | $9,594 | $9,400 | |
| 5034 - EDUCATION REIMBURSEMENT | $2,141 | $8,514 | $7,164 | $2,478 | $7,450 | $7,100 | |
| 5042 - SICK LEAVE BUY OUT | $139,621 | $182,372 | $183,242 | $158,256 | $197,093 | $185,155 | |
| 5043 - OTHER BENEFITS | $139,697 | $169,464 | $267,260 | $278,739 | $260,992 | $260,992 | |
| 5111 - CLOTHING (PER MOU) | $59,808 | $62,700 | $64,900 | $64,100 | $71,083 | $70,750 | |
| SALARIES & BENEFITS | $28,038,899 | $31,674,710 | $31,660,806 | $29,296,906 | $33,420,220 | $32,521,843 | |

BUD002F - B U D G E T  R E Q U E S T S

COUNTY OF INYO
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|---|---|---|---|---|---|---|---|
| 5112 - PERSONAL & SAFETY SUPPLIES | $36,762 | $69,084 | $81,749 | $65,926 | $54,130 | $51,630 | |
| 5114 - INMATE CLOTHING | $10,138 | $10,000 | $11,722 | $8,307 | $12,000 | $12,000 | |
| 5131 - FOOD & HOUSEHOLD SUPPLIES | $552,115 | $540,388 | $540,388 | $509,393 | $630,329 | $630,329 | |
| 5154 - UNEMPLOYMENT INSURANCE | $76,337 | $86,000 | $107,489 | $86,840 | $100,775 | $100,775 | |
| 5156 - INSURANCE CLAIMS | $0 | $5,000 | $5,000 | $0 | $5,000 | $5,000 | |
| 5157 - MEDICAL MALPRACTICE | $31,939 | $36,728 | $36,728 | $36,728 | $39,181 | $39,181 | |
| 5158 - INSURANCE PREMIUM | $73,188 | $74,000 | $71,386 | $71,386 | $79,000 | $79,000 | |
| 5161 - JURY EXPENSE | $19,236 | $23,800 | $23,800 | $22,950 | $23,800 | $23,800 | |
| 5162 - COURT WITNESS EXPENSE | $2,419 | $1,500 | $695 | $695 | $1,500 | $1,500 | |
| 5171 - MAINTENANCE OF EQUIPMENT LABOR | $48,851 | $65,437 | $105,198 | $34,285 | $85,322 | $83,622 | |
| 5173 - MAINTENANCE OF EQUIPMENT PARTS | $4,749 | $11,726 | $10,704 | $2,766 | $9,826 | $9,826 | |
| 5177 - COURT INFORMATION TECHNOLOGY | $269,512 | $200,250 | $200,250 | $176,112 | $136,650 | $136,650 | |
| 5178 - MOTOR POOL FUEL | $377 | $0 | $0 | $0 | $0 | $0 | |
| 5182 - MAINTENANCE OF GROUNDS | $0 | $20,000 | $20,000 | $0 | $19,000 | $21,000 | |
| 5184 - MAINTENANCE - SHERIFF MOBILE | $11,050 | $15,437 | $15,437 | $10,910 | $10,000 | $10,000 | |
| 5190 - MAINT-TOWN HALL | $5,666 | $5,666 | $5,666 | $5,666 | $5,666 | $5,666 | |
| 5191 - MAINTENANCE OF STRUCTURES | $456 | $4,068 | $19,759 | $3,280 | $3,000 | $3,000 | |
| 5199 - MAINTENANCE STRUCTURES MATERIA | $27,727 | $53,125 | $51,100 | $34,084 | $55,125 | $55,125 | |
| 5232 - OFFICE & OTHER EQUIPMENT | $282,700 | $150,647 | $317,116 | $230,225 | $167,072 | $117,412 | |
| 5236 - INFORMATION SYSTEMS POSTAGE | $107,092 | $103,200 | $103,200 | $96,092 | $89,400 | $89,400 | |
| 5260 - HEALTH - EMPLOYEE PHYSICAL | $15,457 | $18,818 | $21,675 | $14,175 | $31,308 | $26,808 | |
| 5263 - ADVERTISING | $66,861 | $78,088 | $117,120 | $92,780 | $81,815 | $81,815 | |
| 5265 - PROFESSIONAL SERVICE | $2,933,450 | $3,678,144 | $4,421,327 | $2,933,760 | $3,884,127 | $3,761,127 | |
| 5281 - RENTS & LEASES EQUIPMENT | $136,311 | $138,666 | $141,957 | $139,377 | $151,042 | $151,042 | |
| 5291 - SITE & OFFICE RENTS/LEASES | $434,070 | $513,522 | $490,886 | $452,219 | $499,176 | $499,176 | |
| 5301 - TOOLS | $2,268 | $4,000 | $4,200 | $1,585 | $6,078 | $6,078 | |
| 5311 - GENERAL OPERATING | $680,506 | $755,965 | $816,709 | $654,564 | $914,550 | $910,050 | |
| 5313 - LAW ENFORCEMENT SPECIAL EXPENS | $77,398 | $79,463 | $80,739 | $56,199 | $116,766 | $108,266 | |
| 5316 - ELECTION EXPENSE | $42,464 | $90,000 | $83,350 | $56,086 | $90,000 | $80,000 | |
| 5321 - SPECIAL APPROPRIATION | $10,000 | $10,000 | $10,000 | $10,000 | $10,000 | $10,000 | |
| 5325 - LIBRARY BOOKS & SUBSCRIPTION | $43,229 | $36,500 | $36,500 | $38,815 | $29,777 | $29,777 | |
| 5331 - TRAVEL & MILEAGE REIMBURSEMENT | $425,960 | $448,070 | $467,949 | $361,612 | $491,854 | $482,446 | |
| 5337 - 5150 TRANSPORTS | $0 | $10,000 | $15,000 | $4,488 | $10,000 | $10,000 | |
| 5351 - UTILITIES | $864,241 | $996,609 | $993,397 | $853,136 | $1,026,837 | $1,011,276 | |
| 5499 - PRIOR YEAR REFUNDS | $2,702 | $0 | $38,316 | $38,190 | $0 | $0 | |
| SERVICES & SUPPLIES | $7,295,233 | $8,333,901 | $9,466,512 | $7,102,632 | $8,870,106 | $8,642,777 | |
| 5121 - INTERNAL CHARGES | $412,191 | $495,437 | $759,553 | $711,887 | $607,086 | $607,086 | |
| 5123 - TECH REFRESH EXPENSE | $0 | $0 | $0 | $0 | $0 | $89,299 | |
| 5152 - WORKERS COMPENSATION | $447,440 | $381,096 | $381,096 | $378,649 | $520,200 | $490,758 | |
| 5155 - PUBLIC LIABILITY INSURANCE | $195,164 | $156,260 | $156,260 | $155,244 | $178,167 | $178,167 | |
| 5315 - COUNTY COST PLAN | $515,636 | $600,811 | $600,811 | $600,811 | $346,212 | $346,212 | |

BUD002F - B U D G E T  R E Q U E S T S

COUNTY OF INYO
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|---|---|---|---|---|---|---|---|
| 5333 - MOTORPOOL | $965,390 | $1,031,986 | $1,202,103 | $1,169,499 | $1,330,395 | $1,287,128 | |
| 5351 - UTILITIES | $105,835 | $107,229 | $109,490 | $97,353 | $103,162 | $103,162 | |
| INTERNAL CHARGES | $2,641,657 | $2,772,819 | $3,209,313 | $3,113,442 | $3,085,222 | $3,101,812 | |
| 5501 - SUPPORT & CARE SERVICES | $2,270,725 | $2,342,500 | $2,325,438 | $2,179,310 | $2,407,542 | $2,392,542 | |
| 5508 - SUPPORT & CARE - 1099 | $145,319 | $211,000 | $191,000 | $142,980 | $220,000 | $220,000 | |
| 5516 - COMM CONN FOR CHILD CARE | $9,865 | $10,000 | $10,000 | $4,500 | $0 | $10,000 | |
| 5519 - VISITOR CENTER CONTRIBUTION | $15,000 | $15,000 | $15,000 | $15,000 | $15,000 | $15,000 | |
| 5520 - INYO ARTS COUNCIL CONTRIBUTION | $39,129 | $39,129 | $39,129 | $39,129 | $0 | $39,129 | |
| 5521 - LAWS RR MUSUEM CONTRIBUTION | $25,807 | $25,807 | $25,807 | $25,807 | $0 | $25,807 | |
| 5522 - OMBUDSMAN CONTRIBUTION | $2,200 | $2,200 | $2,200 | $2,200 | $0 | $2,200 | |
| 5523 - WILD IRIS CONTRIBUTION | $14,864 | $14,864 | $14,864 | $14,864 | $0 | $14,864 | |
| 5527 - CAL EXPO EXHIBIT | $10,000 | $10,000 | $10,000 | $10,000 | $10,000 | $13,000 | |
| 5528 - TRI COUNTY FAIR/RODEO | $10,000 | $15,000 | $20,000 | $20,000 | $15,000 | $15,000 | |
| 5529 - TRIAL COURT MOE | $789,670 | $812,950 | $811,994 | $811,994 | $820,000 | $820,000 | |
| 5531 - CALIFORNIA INDIAN LEGAL SERVIC | $8,000 | $8,000 | $8,000 | $8,000 | $0 | $8,000 | |
| 5532 - CHAMBER OF COMMERCE-INDEPENDEN | $4,265 | $5,000 | $5,000 | $5,000 | $0 | $5,000 | |
| 5535 - INYO COUNTY FILM COMMISSION | $39,538 | $40,000 | $40,000 | $35,633 | $40,000 | $40,000 | |
| 5537 - MT. WHITNEY FISH HATCHERY | $9,574 | $10,000 | $10,000 | $10,000 | $0 | $10,000 | |
| 5539 - OTHER AGENCY CONTRIBUTION | $1,970,770 | $803,305 | $798,129 | $778,113 | $423,305 | $458,305 | |
| OTHER CHARGES | $5,364,725 | $4,364,755 | $4,326,561 | $4,102,530 | $3,950,847 | $4,088,847 | |
| 5620 - INFRASTRUCTURE | $0 | $27,619 | $27,619 | $640 | $56,660 | $56,660 | |
| 5630 - LAND IMPROVEMENTS | $0 | $10,456 | $10,456 | $0 | $11,000 | $21,000 | |
| 5640 - STRUCTURES & IMPROVEMENTS | $0 | $204,336 | $204,336 | $0 | $215,000 | $215,000 | |
| 5650 - EQUIPMENT | $445,003 | $107,466 | $147,441 | $76,178 | $96,312 | $72,312 | |
| 5655 - VEHICLES | $15,760 | $0 | $0 | $0 | $34,000 | $34,000 | |
| 5700 - CONSTRUCTION IN PROGRESS | $136,092 | $0 | $25,608 | $1,969 | $82,350 | $82,350 | |
| FIXED ASSETS | $596,855 | $349,877 | $415,460 | $78,786 | $495,322 | $481,322 | |
| 5801 - OPERATING TRANSFERS OUT | $992,089 | $1,124,739 | $1,708,362 | $1,518,916 | $63,889 | $590,310 | |
| OTHER FINANCING USES | $992,089 | $1,124,739 | $1,708,362 | $1,518,916 | $63,889 | $590,310 | |
| 5901 - CONTINGENCIES | $0 | $714,400 | $450,000 | $0 | $650,000 | $725,240 | |
| 5902 - CONTINGENCIES/PY ENCUMBRANCE | $0 | $0 | $184,251 | $0 | $0 | $0 | |
| RESERVES | $0 | $714,400 | $634,251 | $0 | $650,000 | $725,240 | |
| TOTAL Expenses | $44,929,459 | $49,335,201 | $51,421,265 | $45,213,211 | $50,535,606 | $50,152,151 | |

BUD002F - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| 0001 GENERAL FUND TOTAL | $616,923 | $(3,507,145) | $(4,705,344) | $413,471 | $(5,222,873) | $(3,833,348) | |

BUD002F - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| COUNTY TOTALS FOR REVENUE: | $45,546,382 | $45,828,056 | $46,715,921 | $45,626,682 | $45,312,733 | $46,318,803 | |
| EXPENSES | $44,929,459 | $49,335,201 | $51,421,265 | $45,213,211 | $50,535,606 | $50,152,151 | |
| NET | $616,923 | $(3,507,145) | $(4,705,344) | $413,471 | $(5,222,873) | $(3,833,348) | |

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*                                                                           *
*                  A D   H O C   R E P O R T   W R I T E R                  *
*                                                                           *
*       Requester's Name: Randi Chegwidden                                  *
*       Requester's Location: NONAUDTR                                      *
*       Current Date: MON, SEP 17, 2012,  8:53 AM                           *
*       Name of Report File: BUD002FS.RDF.ADMIN                             *
*       Report Title:      BUD002FS - B U D G E T   R E Q U E S T S         *
*                                                                           *
*****************************************************************************

SELECT  BUDUNIT  Status: A ; BUDUNIT  Types: @ ; FUND : EX4500,EX0001 ; BUD RPTE
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ATTACHMENT B

BUD002FS - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APPROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| Revenues: | | | | | | | |
| 4061 - LOCAL TRANSPORTATION TAX | $65,974 | $63,886 | $63,886 | $58,562 | $76,357 | $76,357 | |
| 4085 - TRANSACTION & USE TAX | $1,222,253 | $1,163,131 | $1,163,131 | $1,234,332 | $1,260,000 | $1,260,000 | |
| TAXES - SALES | $1,288,227 | $1,227,017 | $1,227,017 | $1,292,894 | $1,336,357 | $1,336,357 | |
| 4141 - ROAD PRIVILEGES & PERMITS | $11,297 | $11,000 | $11,000 | $61,607 | $15,000 | $15,000 | |
| 4185 - COMMERCIAL TRASH COLLECT PERMI | $99,721 | $240,000 | $240,000 | $312,847 | $300,000 | $300,000 | |
| LICENSES & PERMITS | $111,018 | $251,000 | $251,000 | $374,454 | $315,000 | $315,000 | |
| 4213 - FISH & GAME FINES | $2,058 | $1,100 | $1,100 | $4,469 | $3,000 | $3,000 | |
| FINES & FORFEITURES | $2,058 | $1,100 | $1,100 | $4,469 | $3,000 | $3,000 | |
| 4321 - CABLE TV LEASE | $29,315 | $28,304 | $28,304 | $28,304 | $28,304 | $28,304 | |
| 4331 - AUTO PARKING | $20,375 | $19,280 | $19,280 | $21,595 | $21,700 | $21,700 | |
| 4333 - HANGAR RENT | $68,785 | $68,640 | $75,678 | $74,493 | $78,720 | $78,720 | |
| 4334 - TIE DOWN FEES | $10,074 | $8,570 | $11,580 | $13,749 | $11,370 | $11,370 | |
| 4336 - RENT-A-CAR LEASE | $1,650 | $1,800 | $1,800 | $1,800 | $1,800 | $1,800 | |
| 4338 - CALIFORNIA AIR CHARTER | $8,951 | $7,000 | $9,000 | $11,442 | $9,380 | $9,380 | |
| 4340 - HANGAR ONE AERO | $4,752 | $4,752 | $4,752 | $5,532 | $4,752 | $4,752 | |
| RENTS & LEASES | $143,901 | $138,346 | $150,394 | $156,914 | $156,026 | $156,026 | |
| 4301 - INTEREST FROM TREASURY | $47,749 | $40,089 | $42,989 | $58,217 | $50,164 | $50,164 | |
| 4311 - RENTS | $109,528 | $81,467 | $97,464 | $92,363 | $107,826 | $107,826 | |
| 4315 - SPECIAL EVENTS | $120 | $0 | $0 | $0 | $0 | $0 | |
| 4316 - STATHAM HALL RENTS | $2,175 | $2,000 | $1,500 | $1,730 | $800 | $800 | |
| 4317 - BIG PINE LEGION HALL RENT | $1,850 | $1,700 | $1,000 | $880 | $500 | $500 | |
| 4318 - INDEPENDENCE LEGION HALL RENT | $780 | $500 | $300 | $130 | $75 | $75 | |
| REV USE OF MONEY & PROPERTY | $162,202 | $125,756 | $143,253 | $153,320 | $159,365 | $159,365 | |
| 4401 - STATE AID FOR AVIATION | $80,000 | $40,000 | $40,000 | $40,000 | $40,000 | $40,000 | |
| 4447 - OTHER AID FOR HEALTH | $118,072 | $125,641 | $13,261 | $8,878 | $0 | $0 | |
| 4460 - PUBLIC SAFETY REALIGNMENT | $0 | $0 | $109,159 | $102,708 | $258,920 | $258,920 | |
| 4471 - STATE HIGHWAY USERS TAX | $3,099,104 | $3,621,328 | $3,621,328 | $3,916,145 | $3,600,000 | $3,600,000 | |
| 4475 - OFF HIGHWAY VEHICLE | $752 | $725 | $725 | $734 | $750 | $750 | |
| 4479 - STATE SUBVENTIONS | $207,835 | $216,000 | $216,000 | $232,696 | $216,000 | $216,000 | |
| 4484 - REGIONAL SURFACE TRANS FUNDS | $773,353 | $773,353 | $773,353 | $773,353 | $773,353 | $773,353 | |

BUD002FS - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APPROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| 4496 - STATE - PROP 116 TRANS ACT | $1,631,133 | $0 | $1,169,457 | $1,578,138 | $1,432,057 | $1,432,057 | |
| 4498 - STATE GRANTS | $582,595 | $350,700 | $642,879 | $516,858 | $620,000 | $772,000 | |
| 4499 - STATE OTHER | $496,882 | $1,312,164 | $506,648 | $535,894 | $563,910 | $563,910 | |
| 4521 - FEDERAL FOREST RESERVE | $224,069 | $200,000 | $200,000 | $231,611 | $220,030 | $220,030 | |
| 4531 - GRAZING FEES | $2,137 | $0 | $0 | $2,175 | $0 | $0 | |
| 4552 - FEDERAL OTHER | $899,352 | $907,032 | $916,973 | $863,877 | $902,304 | $902,304 | |
| 4554 - FAMILY SUPPORT ADMIN REIMBURSE | $764,066 | $1,150,080 | $553,541 | $286,280 | $418,178 | $418,178 | |
| 4555 - FEDERAL GRANTS | $2,568,654 | $1,005,941 | $4,271,107 | $1,103,847 | $4,757,791 | $4,757,791 | |
| 4562 - COUNTY GENERAL CONTRIBUTION | $18,043 | $0 | $0 | $1,661 | $41,969 | $41,969 | |
| 4563 - CONTRIBUTION FROM DWP | $1,572,530 | $1,848,814 | $1,892,873 | $1,706,826 | $1,753,229 | $1,753,229 | |
| 4599 - OTHER AGENCIES | $516,476 | $0 | $125,000 | $0 | $739,000 | $769,000 | |
| AID FROM OTHER GOVT AGENCIES | $13,555,053 | $11,551,778 | $15,052,304 | $11,901,681 | $16,337,491 | $16,519,491 | |
| 4676 - RESTITUTION | $0 | $0 | $3,589 | $1,884 | $0 | $0 | |
| 4727 - ABATEMENT FEES | $381,629 | $391,944 | $391,944 | $349,577 | $397,479 | $394,134 | |
| 4728 - SOLID WASTE FEES | $364,851 | $955,000 | $755,000 | $755,895 | $725,000 | $725,000 | |
| 4742 - PATIENT PAYMENT | $19,529 | $5,100 | $8,321 | $3,076 | $15,889 | $15,889 | |
| 4743 - DUI TRUST | $87,344 | $151,985 | $151,985 | $104,041 | $180,627 | $180,627 | |
| 4745 - AB2086 TRUST | $5,639 | $46,000 | $3,000 | $2,698 | $33,500 | $33,500 | |
| 4746 - SB920 TRUST | $5,307 | $46,000 | $3,000 | $2,463 | $33,500 | $33,500 | |
| 4747 - INSURANCE PAYMENTS | $14,596 | $0 | $0 | $0 | $0 | $0 | |
| 4751 - SEPTAGE POND FEES | $24,390 | $20,500 | $20,500 | $34,618 | $30,000 | $30,000 | |
| 4754 - HAZARDOUS WASTE FEES | $26,455 | $4,000 | $4,000 | $754 | $1,000 | $1,000 | |
| 4801 - WATER SERVICE | $407,707 | $392,346 | $392,346 | $414,220 | $392,346 | $392,346 | |
| 4815 - ROAD REIMBURSABLES | $37,542 | $12,500 | $12,500 | $30,973 | $201,400 | $201,400 | |
| 4818 - MOTORPOOL CHARGES | $1,134,392 | $1,152,000 | $1,227,000 | $1,381,431 | $1,320,000 | $1,320,000 | |
| 4819 - SERVICES & FEES | $31,011 | $29,368 | $29,368 | $36,937 | $32,368 | $32,368 | |
| 4821 - INTRA COUNTY CHARGES | $80,475 | $539,891 | $731,221 | $1,794,420 | $1,523,030 | $1,523,030 | |
| 4822 - INTRA COUNTY INSURANCE ADMIN | $957,826 | $802,433 | $802,433 | $809,189 | $917,908 | $917,908 | |
| 4824 - INTER GOVERNMENT CHARGES | $144,870 | $121,944 | $121,456 | $162,015 | $195,035 | $153,409 | |
| 4825 - OTHER CURRENT CHARGES | $496,598 | $343,834 | $410,885 | $428,275 | $313,951 | $313,951 | |
| 4931 - SALES OF AVIATION GAS | $203,412 | $234,338 | $234,338 | $202,963 | $206,063 | $206,063 | |
| 4932 - SALES OF JET A FUEL | $507,225 | $606,400 | $626,400 | $612,510 | $700,000 | $700,000 | |
| 4933 - SALES OF OIL | $237 | $200 | $200 | $237 | $200 | $200 | |
| 4937 - NON TAX-JET FUEL-MILITARY | $265,002 | $149,103 | $169,103 | $208,765 | $180,000 | $180,000 | |
| CHARGES FOR CURRENT SERVICES | $5,196,037 | $6,004,886 | $6,098,589 | $7,336,941 | $7,399,296 | $7,354,325 | |
| 4998 - OPERATING TRANSFERS IN | $1,805,766 | $2,122,637 | $2,528,500 | $2,030,323 | $674,027 | $1,233,128 | |
| OTHER FINANCING SOURCES | $1,805,766 | $2,122,637 | $2,528,500 | $2,030,323 | $674,027 | $1,233,128 | |

BUD002FS - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APPROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| 4901 - PRIOR YEARS REVENUE | $0 | $0 | $0 | $51,351 | $0 | $0 | |
| 4911 - SALE OF FIXED ASSESTS | $11,362 | $10,000 | $10,000 | $21,392 | $12,000 | $12,000 | |
| 4936 - MISCELLANEOUS SALES | $5 | $25 | $25 | $4 | $25 | $25 | |
| 4951 - DONATIONS | $9,165 | $2,000 | $4,350 | $4,322 | $4,100 | $4,100 | |
| 4959 - MISCELLANEOUS REVENUE | $56,200 | $2,000 | $608 | $825 | $13,100 | $13,100 | |
| 4961 - REIMBURSED EXPENSES | $16,886 | $144,688 | $196,039 | $4,608 | $144,688 | $144,688 | |
| 4997 - CASH OVER OR SHORT | $0 | $0 | $0 | $0 | $0 | $0 | |
| 4999 - PRIOR YEARS REIMBURSEMENTS | $1,502 | $18,000 | $0 | $2,858 | $0 | $0 | |
| OTHER REVENUE | $95,120 | $176,713 | $211,022 | $85,361 | $173,913 | $173,913 | |
| TOTAL Revenues | $22,359,383 | $21,599,233 | $25,663,179 | $23,336,356 | $26,554,475 | $27,250,605 | |
| Expenses: | | | | | | | |
| 5001 - SALARIED EMPLOYEES | $4,510,983 | $5,036,714 | $5,008,377 | $4,515,459 | $4,889,911 | $4,830,931 | |
| 5003 - OVERTIME | $149,864 | $113,164 | $110,573 | $66,088 | $106,130 | $105,296 | |
| 5004 - STANDBY TIME | $19,565 | $24,050 | $24,035 | $20,216 | $24,429 | $24,429 | |
| 5005 - HOLIDAY OVERTIME | $22,041 | $19,988 | $19,628 | $10,182 | $15,536 | $18,040 | |
| 5012 - PART TIME EMPLOYEES | $502,243 | $610,713 | $629,501 | $516,420 | $454,104 | $426,155 | |
| 5021 - SOCIAL SECURITY | $403,824 | $449,287 | $453,356 | $396,173 | $428,627 | $421,333 | |
| 5022 - PERS RETIREMENT | $931,727 | $1,097,628 | $1,101,317 | $983,245 | $1,088,665 | $1,075,562 | |
| 5025 - RETIREE HEALTH BENEFITS | $183,281 | $222,207 | $253,978 | $248,147 | $297,544 | $297,544 | |
| 5031 - MEDICAL INSURANCE | $1,043,936 | $1,142,990 | $1,127,346 | $976,278 | $1,049,573 | $1,037,818 | |
| 5032 - DISABILITY INSURANCE | $55,108 | $63,999 | $63,145 | $52,413 | $50,235 | $49,381 | |
| 5034 - EDUCATION REIMBURSEMENT | $648 | $1,036 | $1,051 | $350 | $350 | $0 | |
| 5042 - SICK LEAVE BUY OUT | $36,878 | $60,545 | $53,958 | $36,860 | $58,910 | $58,910 | |
| 5043 - OTHER BENEFITS | $35,438 | $29,230 | $79,737 | $79,777 | $65,373 | $65,373 | |
| 5111 - CLOTHING (PER MOU) | $22 | $800 | $800 | $0 | $800 | $800 | |
| SALARIES & BENEFITS | $7,895,556 | $8,872,351 | $8,926,802 | $7,901,608 | $8,530,187 | $8,411,572 | |
| 5112 - PERSONAL & SAFETY SUPPLIES | $20,083 | $35,352 | $27,858 | $17,548 | $38,122 | $38,022 | |
| 5131 - FOOD & HOUSEHOLD SUPPLIES | $235,826 | $215,000 | $222,000 | $220,923 | $122,685 | $122,685 | |
| 5153 - FIRE & CASUALTY INSURANCE | $6,686 | $6,199 | $6,199 | $6,197 | $6,199 | $6,199 | |
| 5154 - UNEMPLOYMENT INSURANCE | $29,794 | $31,000 | $45,600 | $21,199 | $29,900 | $29,900 | |
| 5156 - INSURANCE CLAIMS | $128,430 | $110,000 | $110,000 | $6,547 | $110,000 | $110,000 | |
| 5158 - INSURANCE PREMIUM | $722,633 | $786,555 | $786,555 | $765,892 | $866,470 | $866,470 | |
| 5171 - MAINTENANCE OF EQUIPMENT LABOR | $192,956 | $231,750 | $241,636 | $192,306 | $240,100 | $240,100 | |
| 5173 - MAINTENANCE OF EQUIPMENT PARTS | $242,597 | $238,829 | $292,683 | $268,283 | $271,897 | $271,897 | |
| 5177 - COURT INFORMATION TECHNOLOGY | $0 | $0 | $10,304 | $10,303 | $5,000 | $5,000 | |
| 5178 - MOTOR POOL FUEL | $451,750 | $448,857 | $527,857 | $525,063 | $545,000 | $545,000 | |
| 5182 - MAINTENANCE OF GROUNDS | $0 | $1,175 | $638 | $362 | $1,000 | $1,000 | |
| 5189 - MAINT-STATHAM HALL | $2,624 | $0 | $0 | $0 | $0 | $0 | |

BUD002FS - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APPROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| 5191 - MAINTENANCE OF STRUCTURES | $0 | $5,250 | $4,750 | $1,177 | $3,500 | $114,500 | |
| 5199 - MAINTENANCE STRUCTURES MATERIA | $4,632 | $21,190 | $19,582 | $9,260 | $35,600 | $35,100 | |
| 5232 - OFFICE & OTHER EQUIPMENT | $36,581 | $117,889 | $347,782 | $173,916 | $281,924 | $116,599 | |
| 5260 - HEALTH - EMPLOYEE PHYSICAL | $8,273 | $9,900 | $10,886 | $9,783 | $8,400 | $8,400 | |
| 5263 - ADVERTISING | $13,337 | $24,759 | $26,052 | $19,214 | $17,334 | $17,334 | |
| 5265 - PROFESSIONAL SERVICE | $2,477,642 | $2,520,907 | $2,883,674 | $2,157,554 | $3,710,727 | $3,449,676 | |
| 5281 - RENTS & LEASES EQUIPMENT | $13,489 | $6,515 | $12,960 | $5,502 | $6,600 | $6,600 | |
| 5291 - SITE & OFFICE RENTS/LEASES | $143,268 | $150,185 | $200,099 | $193,820 | $236,516 | $236,516 | |
| 5301 - TOOLS | $9,336 | $11,210 | $16,192 | $11,446 | $14,510 | $14,510 | |
| 5309 - ROAD MATERIALS | $1,448,625 | $1,367,000 | $1,446,580 | $931,262 | $1,820,565 | $1,820,565 | |
| 5310 - ROAD SIGNS & PAINT | $22,887 | $30,000 | $30,000 | $29,110 | $30,000 | $30,000 | |
| 5311 - GENERAL OPERATING | $1,012,675 | $1,114,384 | $1,149,112 | $1,025,400 | $1,150,794 | $1,148,794 | |
| 5322 - NON OPERATING | $44,708 | $75,625 | $75,625 | $75,625 | $186,379 | $186,379 | |
| 5331 - TRAVEL & MILEAGE REIMBURSEMENT | $37,675 | $81,706 | $82,301 | $36,652 | $97,367 | $96,067 | |
| 5351 - UTILITIES | $203,075 | $241,277 | $241,080 | $188,324 | $206,167 | $206,167 | |
| 5361 - FUEL & OIL FOR RESALE | $784,811 | $817,090 | $870,584 | $854,093 | $901,550 | $901,550 | |
| 5499 - PRIOR YEAR REFUNDS | $1,520 | $0 | $120,277 | $65,718 | $0 | $0 | |
| SERVICES & SUPPLIES | $8,295,914 | $8,699,604 | $9,808,866 | $7,822,479 | $10,944,306 | $10,625,030 | |
| 5121 - INTERNAL CHARGES | $2,002,722 | $876,609 | $1,396,279 | $2,036,212 | $1,900,966 | $1,960,746 | |
| 5123 - TECH REFRESH EXPENSE | $0 | $0 | $0 | $0 | $0 | $15,325 | |
| 5152 - WORKERS COMPENSATION | $134,911 | $121,719 | $122,219 | $122,219 | $138,121 | $137,735 | |
| 5155 - PUBLIC LIABILITY INSURANCE | $130,316 | $98,041 | $104,293 | $104,244 | $62,027 | $62,027 | |
| 5315 - COUNTY COST PLAN | $773,627 | $645,529 | $653,905 | $626,385 | $798,558 | $798,558 | |
| 5333 - MOTORPOOL | $115,747 | $149,638 | $155,644 | $146,505 | $139,155 | $138,935 | |
| 5351 - UTILITIES | $23,952 | $27,466 | $30,110 | $24,136 | $25,766 | $25,766 | |
| INTERNAL CHARGES | $3,181,274 | $1,919,002 | $2,462,450 | $3,059,701 | $3,064,593 | $3,139,092 | |
| 5501 - SUPPORT & CARE SERVICES | $64 | $5,000 | $1,500 | $28 | $0 | $0 | |
| 5539 - OTHER AGENCY CONTRIBUTION | $226,733 | $240,807 | $311,598 | $257,686 | $263,890 | $263,890 | |
| OTHER CHARGES | $226,797 | $245,807 | $313,098 | $257,714 | $263,890 | $263,890 | |
| 5561 - PRINCIPLE ON NOTES PAYABLE | $89,692 | $0 | $25,000 | $25,000 | $21,200 | $21,200 | |
| DEBT SERVICE PRINCIPAL | $89,692 | $0 | $25,000 | $25,000 | $21,200 | $21,200 | |
| 5553 - INTEREST ON NOTES | $828 | $0 | $0 | $0 | $3,800 | $3,800 | |
| DEBT SERVICE INTEREST | $828 | $0 | $0 | $0 | $3,800 | $3,800 | |

BUD002FS - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APPROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| 5620 - INFRASTRUCTURE | $0 | $40,000 | $29,619 | $19,613 | $12,000 | $12,000 | |
| 5621 - COUNTY/STATE ROAD IMPROVEMENTS | $1,243,949 | $740,526 | $3,349,012 | $514,965 | $3,212,167 | $3,212,167 | |
| 5630 - LAND IMPROVEMENTS | $0 | $5,000 | $5,000 | $0 | $0 | $0 | |
| 5640 - STRUCTURES & IMPROVEMENTS | $9,210 | $149,397 | $126,597 | $103,010 | $0 | $320,526 | |
| 5650 - EQUIPMENT | $113,820 | $109,350 | $267,350 | $167,666 | $1,103,936 | $1,116,686 | |
| 5655 - VEHICLES | $238,230 | $709,600 | $749,244 | $546,977 | $295,000 | $295,000 | |
| 5700 - CONSTRUCTION IN PROGRESS | $131,851 | $353,961 | $373,976 | $54,694 | $0 | $0 | |
| FIXED ASSETS | $1,737,060 | $2,107,834 | $4,900,798 | $1,406,926 | $4,623,103 | $4,956,379 | |
| 5311 - GENERAL OPERATING | $669,366 | $0 | $0 | $0 | $0 | $0 | |
| DEPRECIATION | $669,366 | $0 | $0 | $0 | $0 | $0 | |
| 5801 - OPERATING TRANSFERS OUT | $741,992 | $696,276 | $1,001,041 | $689,410 | $415,671 | $472,360 | |
| OTHER FINANCING USES | $741,992 | $696,276 | $1,001,041 | $689,410 | $415,671 | $472,360 | |
| 5901 - CONTINGENCIES | $0 | $1,011 | $1,011 | $0 | $1,018 | $1,018 | |
| 5902 - CONTINGENCIES/PY ENCUMBRANCE | $0 | $0 | $7,931 | $0 | $0 | $0 | |
| RESERVES | $0 | $1,011 | $8,942 | $0 | $1,018 | $1,018 | |
| TOTAL Expenses | $22,838,478 | $22,541,885 | $27,446,997 | $21,162,837 | $27,867,768 | $27,894,341 | |
| TOTAL | $(479,096) | $(942,652) | $(1,783,818) | $2,173,519 | $(1,313,293) | $(643,736) | |

BUD002FS - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APPROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| FUND | | | | | | | |
| Revenues: | | | | | | | |
| 4998 - OPERATING TRANSFERS IN | $105,629 | $0 | $0 | $0 | $0 | $0 | |
| OTHER FINANCING SOURCES | $105,629 | $0 | $0 | $0 | $0 | $0 | |
| TOTAL Revenues | $105,629 | $0 | $0 | $0 | $0 | $0 | |
| Expenses: | | | | | | | |
| 5043 - OTHER BENEFITS | $(5,919) | $0 | $0 | $0 | $0 | $0 | |
| SALARIES & BENEFITS | $(5,919) | $0 | $0 | $0 | $0 | $0 | |
| 5640 - STRUCTURES & IMPROVEMENTS | $(9,210) | $0 | $0 | $0 | $0 | $0 | |
| 5650 - EQUIPMENT | $(24,139) | $0 | $0 | $0 | $0 | $0 | |
| FIXED ASSETS | $(33,349) | $0 | $0 | $0 | $0 | $0 | |
| 5311 - GENERAL OPERATING | $63,430 | $0 | $0 | $0 | $0 | $0 | |
| DEPRECIATION | $63,430 | $0 | $0 | $0 | $0 | $0 | |
| TOTAL Expenses | $24,162 | $0 | $0 | $0 | $0 | $0 | |
| FUND TOTAL | $81,466 | $0 | $0 | $0 | $0 | $0 | |

BUD002FS - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APPROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| INCLUDE | | | | | | | |
| Revenues: | | | | | | | |
| 4381 - GEOTHERMAL ROYALTIES | $356,278 | $0 | $0 | $266,458 | $0 | $0 | |
| RENTS & LEASES | $356,278 | $0 | $0 | $266,458 | $0 | $0 | |
| 4301 - INTEREST FROM TREASURY | $5,626 | $4,164 | $4,164 | $6,394 | $4,164 | $4,164 | |
| REV USE OF MONEY & PROPERTY | $5,626 | $4,164 | $4,164 | $6,394 | $4,164 | $4,164 | |
| 4498 - STATE GRANTS | $0 | $151,447 | $207,950 | $62,624 | $168,762 | $168,762 | |
| 4499 - STATE OTHER | $53,479 | $219,862 | $219,862 | $36,789 | $213,745 | $213,745 | |
| 4552 - FEDERAL OTHER | $298,714 | $63,365 | $63,365 | $428,337 | $0 | $0 | |
| 4555 - FEDERAL GRANTS | $155,860 | $238,157 | $238,157 | $167,041 | $90,458 | $90,458 | |
| 4561 - AID FROM MONO COUNTY | $0 | $7,953 | $7,953 | $7,953 | $7,832 | $7,832 | |
| 4563 - CONTRIBUTION FROM DWP | $200,000 | $200,000 | $200,000 | $150,000 | $50,000 | $50,000 | |
| 4599 - OTHER AGENCIES | $0 | $132,000 | $137,700 | $100,940 | $0 | $0 | |
| AID FROM OTHER GOVT AGENCIES | $708,053 | $1,012,784 | $1,074,987 | $953,684 | $530,797 | $530,797 | |
| 4702 - RECORDING FEES | $0 | $0 | $0 | $2 | $0 | $0 | |
| 4703 - RECORDERS MICROGRAPHIC FEES | $20,100 | $19,000 | $19,000 | $17,959 | $16,000 | $16,000 | |
| 4704 - RECORDER SYSTEMS UPDATE FEES | $15,017 | $14,000 | $14,000 | $13,668 | $14,000 | $14,000 | |
| 4705 - RECORDERS TRUNCATION PROGRAM | $3,651 | $3,500 | $3,500 | $3,557 | $3,500 | $3,500 | |
| 4812 - NSF CHARGES | $30 | $0 | $0 | $70 | $0 | $0 | |
| 4819 - SERVICES & FEES | $4,500 | $2,500 | $2,500 | $0 | $2,500 | $2,500 | |
| 4821 - INTRA COUNTY CHARGES | $2,211 | $0 | $0 | $1,221 | $0 | $39,261 | |
| CHARGES FOR CURRENT SERVICES | $45,509 | $39,000 | $39,000 | $36,477 | $36,000 | $75,261 | |
| 4998 - OPERATING TRANSFERS IN | $30,026 | $7,086 | $309,750 | $309,750 | $0 | $0 | |
| OTHER FINANCING SOURCES | $30,026 | $7,086 | $309,750 | $309,750 | $0 | $0 | |
| 4961 - REIMBURSED EXPENSES | $0 | $0 | $0 | $30,060 | $0 | $0 | |
| 4990 - LOAN PROCEEDS | $0 | $0 | $0 | $0 | $674,876 | $674,876 | |
| OTHER REVENUE | $0 | $0 | $0 | $30,060 | $674,876 | $674,876 | |
| TOTAL Revenues | $1,145,492 | $1,063,034 | $1,427,901 | $1,602,823 | $1,245,837 | $1,285,098 | |
| Expenses: | | | | | | | |

BUD002FS - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APPROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| 5001 - SALARIED EMPLOYEES | $129,398 | $174,654 | $121,711 | $126,222 | $50,243 | $75,006 | |
| 5003 - OVERTIME | $1,234 | $8,000 | $2,620 | $985 | $1,772 | $1,772 | |
| 5012 - PART TIME EMPLOYEES | $87,887 | $28,547 | $73,222 | $70,034 | $35,090 | $35,090 | |
| 5021 - SOCIAL SECURITY | $17,021 | $16,070 | $14,405 | $15,324 | $6,774 | $8,724 | |
| 5022 - PERS RETIREMENT | $26,529 | $37,834 | $32,333 | $27,523 | $11,108 | $16,589 | |
| 5025 - RETIREE HEALTH BENEFITS | $7,629 | $8,766 | $8,930 | $8,929 | $11,927 | $11,927 | |
| 5031 - MEDICAL INSURANCE | $23,345 | $60,126 | $34,608 | $28,549 | $14,231 | $20,570 | |
| 5032 - DISABILITY INSURANCE | $1,508 | $2,096 | $1,792 | $1,392 | $519 | $771 | |
| 5034 - EDUCATION REIMBURSEMENT | $575 | $700 | $700 | $350 | $0 | $0 | |
| 5042 - SICK LEAVE BUY OUT | $1,145 | $2,381 | $2,381 | $488 | $925 | $1,401 | |
| 5043 - OTHER BENEFITS | $1,199 | $2,400 | $3,900 | $3,900 | $0 | $0 | |
| SALARIES & BENEFITS | $297,471 | $341,574 | $296,602 | $283,697 | $132,589 | $171,850 | |
| 5112 - PERSONAL & SAFETY SUPPLIES | $908 | $1,420 | $1,349 | $891 | $6,830 | $6,830 | |
| 5154 - UNEMPLOYMENT INSURANCE | $9,682 | $7,000 | $12,380 | $12,380 | $13,000 | $13,000 | |
| 5171 - MAINTENANCE OF EQUIPMENT LABOR | $885 | $3,000 | $2,355 | $1,473 | $2,060 | $2,060 | |
| 5173 - MAINTENANCE OF EQUIPMENT PARTS | $4,595 | $14,000 | $14,000 | $4,566 | $8,000 | $8,000 | |
| 5232 - OFFICE & OTHER EQUIPMENT | $16,026 | $81,042 | $167,581 | $166,329 | $82,858 | $80,358 | |
| 5260 - HEALTH - EMPLOYEE PHYSICAL | $1,106 | $2,000 | $2,000 | $480 | $2,000 | $2,000 | |
| 5263 - ADVERTISING | $1,233 | $1,000 | $1,150 | $207 | $1,000 | $1,000 | |
| 5265 - PROFESSIONAL SERVICE | $197,427 | $286,418 | $672,210 | $142,574 | $607,121 | $607,121 | |
| 5281 - RENTS & LEASES EQUIPMENT | $4,992 | $1,500 | $1,500 | $1,249 | $0 | $0 | |
| 5291 - SITE & OFFICE RENTS/LEASES | $3,192 | $28,287 | $28,287 | $28,284 | $9,468 | $9,468 | |
| 5301 - TOOLS | $0 | $0 | $500 | $0 | $500 | $500 | |
| 5311 - GENERAL OPERATING | $38,330 | $76,004 | $70,525 | $39,373 | $55,225 | $55,225 | |
| 5313 - LAW ENFORCEMENT SPECIAL EXPENS | $0 | $9,290 | $0 | $0 | $0 | $0 | |
| 5331 - TRAVEL & MILEAGE REIMBURSEMENT | $10,033 | $40,004 | $51,294 | $8,174 | $57,745 | $57,745 | |
| 5351 - UTILITIES | $1,951 | $17,900 | $13,833 | $13,838 | $5,700 | $5,700 | |
| 5499 - PRIOR YEAR REFUNDS | $26,315 | $0 | $10,871 | $10,859 | $0 | $0 | |
| SERVICES & SUPPLIES | $316,674 | $568,865 | $1,049,835 | $430,676 | $851,507 | $849,007 | |
| 5121 - INTERNAL CHARGES | $33,113 | $271,992 | $251,992 | $32,332 | $247,282 | $247,282 | |
| 5123 - TECH REFRESH EXPENSE | $0 | $0 | $0 | $0 | $0 | $2,500 | |
| 5152 - WORKERS COMPENSATION | $2,176 | $1,951 | $1,951 | $1,951 | $1,731 | $1,731 | |
| 5155 - PUBLIC LIABILITY INSURANCE | $1,209 | $982 | $982 | $982 | $658 | $658 | |
| 5315 - COUNTY COST PLAN | $56,164 | $69,171 | $74,156 | $69,171 | $42,119 | $42,119 | |
| 5333 - MOTORPOOL | $11,159 | $15,232 | $20,232 | $14,439 | $12,830 | $12,830 | |
| 5351 - UTILITIES | $977 | $1,100 | $1,100 | $357 | $1,000 | $1,000 | |
| INTERNAL CHARGES | $104,798 | $360,428 | $350,413 | $119,233 | $305,620 | $308,120 | |

BUD002FS - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APPROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| 5542 - COP REDEMPTIONS | $295,000 | $0 | $0 | $0 | $0 | $0 | |
| 5561 - PRINCIPLE ON NOTES PAYABLE | $0 | $0 | $0 | $0 | $128,710 | $128,710 | |
| DEBT SERVICE PRINCIPAL | $295,000 | $0 | $0 | $0 | $128,710 | $128,710 | |
| 5552 - INTEREST ON COP | $14,750 | $0 | $0 | $0 | $0 | $0 | |
| DEBT SERVICE INTEREST | $14,750 | $0 | $0 | $0 | $0 | $0 | |
| 5650 - EQUIPMENT | $0 | $172,398 | $82,247 | $12,365 | $6,500 | $6,500 | |
| 5700 - CONSTRUCTION IN PROGRESS | $0 | $1,140,454 | $837,704 | $824,999 | $816,254 | $816,254 | |
| FIXED ASSETS | $0 | $1,312,852 | $919,951 | $837,364 | $822,754 | $822,754 | |
| 5801 - OPERATING TRANSFERS OUT | $265,801 | $446,245 | $446,245 | $70,000 | $0 | $439,245 | |
| OTHER FINANCING USES | $265,801 | $446,245 | $446,245 | $70,000 | $0 | $439,245 | |
| 5902 - CONTINGENCIES/PY ENCUMBRANCE | $0 | $0 | $93,755 | $0 | $0 | $0 | |
| RESERVES | $0 | $0 | $93,755 | $0 | $0 | $0 | |
| TOTAL Expenses | $1,294,493 | $3,029,964 | $3,156,801 | $1,740,970 | $2,241,180 | $2,719,686 | |
| INCLUDE TOTAL | $(149,001) | $(1,966,930) | $(1,728,900) | $(138,147) | $(995,343) | $(1,434,588) | |

BUD002FS - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APPROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| NOCOPY | | | | | | | |
| Revenues: | | | | | | | |
| 4301 - INTEREST FROM TREASURY | $(69) | $0 | $0 | $(6) | $0 | $0 | |
| REV USE OF MONEY & PROPERTY | $(69) | $0 | $0 | $(6) | $0 | $0 | |
| 4420 - SOCIAL SERVICE REALIGNMENT | $0 | $3,664 | $3,664 | $3,664 | $0 | $0 | |
| 4430 - HEALTH REALIGNMENT | $65,927 | $72,395 | $72,395 | $78,181 | $73,162 | $73,162 | |
| 4498 - STATE GRANTS | $2,301,138 | $1,587,286 | $1,324,746 | $1,247,011 | $848,787 | $848,787 | |
| 4499 - STATE OTHER | $477 | $0 | $0 | $0 | $150,000 | $150,000 | |
| 4552 - FEDERAL OTHER | $0 | $0 | $257,541 | $0 | $0 | $0 | |
| 4555 - FEDERAL GRANTS | $229,821 | $144,740 | $144,740 | $253,872 | $465,375 | $465,375 | |
| 4599 - OTHER AGENCIES | $466 | $0 | $0 | $0 | $0 | $0 | |
| AID FROM OTHER GOVT AGENCIES | $2,597,829 | $1,808,085 | $1,803,086 | $1,582,728 | $1,537,324 | $1,537,324 | |
| 4824 - INTER GOVERNMENT CHARGES | $1,129 | $1,736 | $1,736 | $1,881 | $0 | $0 | |
| CHARGES FOR CURRENT SERVICES | $1,129 | $1,736 | $1,736 | $1,881 | $0 | $0 | |
| 4998 - OPERATING TRANSFERS IN | $63,123 | $15,740 | $319,822 | $319,822 | $0 | $28,320 | |
| OTHER FINANCING SOURCES | $63,123 | $15,740 | $319,822 | $319,822 | $0 | $28,320 | |
| 4961 - REIMBURSED EXPENSES | $388 | $0 | $0 | $0 | $0 | $0 | |
| OTHER REVENUE | $388 | $0 | $0 | $0 | $0 | $0 | |
| TOTAL Revenues | $2,662,401 | $1,825,561 | $2,124,644 | $1,904,424 | $1,537,324 | $1,565,644 | |
| Expenses: | | | | | | | |
| 5001 - SALARIED EMPLOYEES | $588,739 | $508,524 | $563,810 | $537,928 | $504,797 | $504,797 | |
| 5002 - CONTRACT EMPLOYEES | $7,778 | $0 | $6,886 | $6,886 | $0 | $0 | |
| 5003 - OVERTIME | $3,348 | $0 | $0 | $0 | $0 | $0 | |
| 5012 - PART TIME EMPLOYEES | $57,616 | $71,250 | $87,933 | $60,644 | $50,000 | $50,000 | |
| 5021 - SOCIAL SECURITY | $45,604 | $42,340 | $52,430 | $46,042 | $39,427 | $39,427 | |
| 5022 - PERS RETIREMENT | $131,681 | $113,614 | $121,011 | $111,929 | $111,767 | $111,767 | |
| 5031 - MEDICAL INSURANCE | $136,992 | $118,579 | $126,343 | $119,639 | $119,756 | $119,756 | |
| 5032 - DISABILITY INSURANCE | $6,635 | $6,277 | $6,580 | $5,738 | $5,077 | $5,077 | |
| 5033 - SHERIFF DEPUTIES DISABILITY | $177 | $0 | $0 | $0 | $0 | $0 | |
| 5042 - SICK LEAVE BUY OUT | $2,234 | $4,039 | $3,406 | $848 | $3,139 | $3,139 | |
| 5043 - OTHER BENEFITS | $281 | $2,160 | $3,210 | $5,015 | $2,160 | $2,160 | |

BUD002FS - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APPROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| 5111 - CLOTHING (PER MOU) | $770 | $0 | $0 | $0 | $0 | $0 | |
| SALARIES & BENEFITS | $981,855 | $866,783 | $971,609 | $894,668 | $836,123 | $836,123 | |
| 5131 - FOOD & HOUSEHOLD SUPPLIES | $0 | $0 | $200 | $227 | $500 | $500 | |
| 5171 - MAINTENANCE OF EQUIPMENT LABOR | $736 | $2,402 | $1,608 | $1,403 | $2,180 | $2,180 | |
| 5173 - MAINTENANCE OF EQUIPMENT PARTS | $0 | $1,500 | $2,406 | $2,332 | $3,299 | $3,299 | |
| 5232 - OFFICE & OTHER EQUIPMENT | $45,166 | $24,500 | $22,811 | $18,742 | $3,600 | $2,350 | |
| 5260 - HEALTH - EMPLOYEE PHYSICAL | $0 | $250 | $238 | $238 | $250 | $250 | |
| 5263 - ADVERTISING | $15,650 | $9,450 | $13,822 | $10,234 | $7,250 | $7,250 | |
| 5265 - PROFESSIONAL SERVICE | $66,541 | $80,524 | $100,855 | $99,387 | $169,201 | $169,201 | |
| 5291 - SITE & OFFICE RENTS/LEASES | $48,904 | $24,844 | $28,015 | $20,485 | $31,277 | $31,277 | |
| 5311 - GENERAL OPERATING | $34,845 | $47,061 | $57,336 | $27,759 | $60,276 | $60,276 | |
| 5331 - TRAVEL & MILEAGE REIMBURSEMENT | $27,173 | $68,794 | $78,796 | $27,876 | $55,648 | $55,648 | |
| 5351 - UTILITIES | $18,299 | $12,350 | $13,600 | $8,167 | $15,352 | $15,352 | |
| SERVICES & SUPPLIES | $257,315 | $271,675 | $319,687 | $216,851 | $348,833 | $347,583 | |
| 5121 - INTERNAL CHARGES | $219,644 | $62,398 | $93,936 | $76,694 | $234,470 | $234,470 | |
| 5123 - TECH REFRESH EXPENSE | $0 | $0 | $0 | $0 | $0 | $1,250 | |
| 5152 - WORKERS COMPENSATION | $15,150 | $10,363 | $13,863 | $9,081 | $14,521 | $14,521 | |
| 5155 - PUBLIC LIABILITY INSURANCE | $3,883 | $2,241 | $2,241 | $2,241 | $2,390 | $2,390 | |
| 5315 - COUNTY COST PLAN | $89,100 | $133,926 | $133,926 | $133,926 | $155,454 | $155,454 | |
| 5333 - MOTORPOOL | $10,141 | $15,768 | $19,141 | $13,949 | $23,380 | $23,380 | |
| 5351 - UTILITIES | $1,627 | $1,700 | $2,680 | $2,148 | $5,268 | $5,268 | |
| INTERNAL CHARGES | $339,544 | $226,396 | $265,787 | $238,040 | $435,483 | $436,733 | |
| 5501 - SUPPORT & CARE SERVICES | $9,319 | $29,264 | $25,202 | $13,670 | $28,475 | $28,475 | |
| 5508 - SUPPORT & CARE - 1099 | $0 | $0 | $0 | $91 | $0 | $0 | |
| OTHER CHARGES | $9,319 | $29,264 | $25,202 | $13,761 | $28,475 | $28,475 | |
| 5630 - LAND IMPROVEMENTS | $677,633 | $333,797 | $68,708 | $0 | $0 | $0 | |
| 5650 - EQUIPMENT | $98,667 | $46,845 | $43,961 | $35,848 | $8,113 | $8,113 | |
| 5655 - VEHICLES | $81,098 | $32,100 | $29,909 | $29,908 | $18,000 | $18,000 | |
| 5700 - CONSTRUCTION IN PROGRESS | $0 | $0 | $68,838 | $0 | $0 | $0 | |
| FIXED ASSETS | $857,397 | $412,742 | $211,416 | $65,756 | $26,113 | $26,113 | |
| 5801 - OPERATING TRANSFERS OUT | $0 | $0 | $304,082 | $304,082 | $0 | $0 | |
| OTHER FINANCING USES | $0 | $0 | $304,082 | $304,082 | $0 | $0 | |

BUD002FS - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APPROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| 5902 - CONTINGENCIES/PY ENCUMBRANCE | $0 | $0 | $781 | $0 | $0 | $0 | |
| RESERVES | $0 | $0 | $781 | $0 | $0 | $0 | |
| TOTAL Expenses | $2,445,431 | $1,806,860 | $2,098,564 | $1,733,157 | $1,675,027 | $1,675,027 | |
| NOCOPY TOTAL | $216,970 | $18,701 | $26,080 | $171,267 | $(137,703) | $(109,383) | |

BUD002FS - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APPROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| NOSCHED2 | | | | | | | |
| Revenues: | | | | | | | |
| 4001 - CURRENT SECURED TAXES | $50,801 | $46,000 | $46,000 | $48,765 | $46,500 | $46,500 | |
| 4004 - CURRENT UNSECURED TAXES | $11,355 | $10,000 | $10,000 | $7,589 | $7,600 | $7,600 | |
| 4008 - SB813 DISTRIBUTIONS | $2,064 | $1,000 | $1,000 | $2,702 | $2,350 | $2,350 | |
| 4021 - PRIOR YEAR SECURED TAXES | $121 | $300 | $300 | $319 | $300 | $300 | |
| 4023 - PRIOR YEAR UNSECURED TAXES | $(176) | $0 | $0 | $1,047 | $750 | $750 | |
| TAXES - PROPERTY | $64,165 | $57,300 | $57,300 | $60,422 | $57,500 | $57,500 | |
| 4301 - INTEREST FROM TREASURY | $3,259 | $2,200 | $2,200 | $3,635 | $2,600 | $2,600 | |
| 4303 - INTEREST ON TAX FUNDS | $8 | $0 | $0 | $6 | $0 | $0 | |
| 4311 - RENTS | $0 | $0 | $0 | $125 | $250 | $250 | |
| REV USE OF MONEY & PROPERTY | $3,267 | $2,200 | $2,200 | $3,766 | $2,850 | $2,850 | |
| 4472 - HOMEOWNERS PROPERTY TAX RELIEF | $436 | $100 | $100 | $416 | $150 | $150 | |
| AID FROM OTHER GOVT AGENCIES | $436 | $100 | $100 | $416 | $150 | $150 | |
| 4753 - SEWER SERVICE/CONNECTION FEES | $55,512 | $53,000 | $53,000 | $50,132 | $53,000 | $53,000 | |
| CHARGES FOR CURRENT SERVICES | $55,512 | $53,000 | $53,000 | $50,132 | $53,000 | $53,000 | |
| 4998 - OPERATING TRANSFERS IN | $20,000 | $20,000 | $20,000 | $20,000 | $20,000 | $20,000 | |
| OTHER FINANCING SOURCES | $20,000 | $20,000 | $20,000 | $20,000 | $20,000 | $20,000 | |
| 4961 - REIMBURSED EXPENSES | $0 | $0 | $0 | $10,777 | $0 | $0 | |
| OTHER REVENUE | $0 | $0 | $0 | $10,777 | $0 | $0 | |
| TOTAL Revenues | $143,379 | $132,600 | $132,600 | $145,513 | $133,500 | $133,500 | |
| Expenses: | | | | | | | |
| 5001 - SALARIED EMPLOYEES | $1,460 | $4,465 | $4,465 | $0 | $4,061 | $2,706 | |
| 5021 - SOCIAL SECURITY | $117 | $347 | $347 | $0 | $313 | $210 | |
| 5022 - PERS RETIREMENT | $300 | $972 | $972 | $0 | $901 | $600 | |
| 5031 - MEDICAL INSURANCE | $198 | $949 | $949 | $0 | $949 | $635 | |
| 5032 - DISABILITY INSURANCE | $17 | $48 | $48 | $0 | $41 | $29 | |
| 5043 - OTHER BENEFITS | $57 | $0 | $0 | $0 | $0 | $0 | |
| SALARIES & BENEFITS | $2,150 | $6,781 | $6,781 | $0 | $6,265 | $4,180 | |

BUD002FS - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APPROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| 5173 - MAINTENANCE OF EQUIPMENT PARTS | $0 | $12,000 | $12,000 | $0 | $12,000 | $12,000 | |
| 5191 - MAINTENANCE OF STRUCTURES | $0 | $2,809 | $2,809 | $0 | $3,500 | $3,500 | |
| 5199 - MAINTENANCE STRUCTURES MATERIA | $0 | $400 | $400 | $137 | $400 | $400 | |
| 5232 - OFFICE & OTHER EQUIPMENT | $0 | $1,000 | $1,000 | $0 | $7,000 | $7,000 | |
| 5263 - ADVERTISING | $47 | $750 | $750 | $130 | $750 | $750 | |
| 5265 - PROFESSIONAL SERVICE | $29,835 | $43,000 | $65,245 | $36,304 | $46,000 | $46,000 | |
| 5311 - GENERAL OPERATING | $1,549 | $1,600 | $1,600 | $310 | $1,600 | $1,600 | |
| 5331 - TRAVEL & MILEAGE REIMBURSEMENT | $2 | $0 | $0 | $0 | $0 | $0 | |
| 5351 - UTILITIES | $24,768 | $26,700 | $26,700 | $23,595 | $26,000 | $26,000 | |
| SERVICES & SUPPLIES | $56,202 | $88,259 | $110,504 | $60,477 | $97,250 | $97,250 | |
| 5121 - INTERNAL CHARGES | $0 | $0 | $0 | $59 | $15,000 | $15,000 | |
| 5152 - WORKERS COMPENSATION | $0 | $12 | $12 | $12 | $0 | $0 | |
| 5155 - PUBLIC LIABILITY INSURANCE | $0 | $6 | $6 | $6 | $0 | $0 | |
| 5315 - COUNTY COST PLAN | $1,655 | $2,924 | $2,924 | $2,924 | $16,992 | $16,992 | |
| INTERNAL CHARGES | $1,655 | $2,942 | $2,942 | $3,001 | $31,992 | $31,992 | |
| 5650 - EQUIPMENT | $22,038 | $0 | $0 | $0 | $0 | $0 | |
| FIXED ASSETS | $22,038 | $0 | $0 | $0 | $0 | $0 | |
| 5801 - OPERATING TRANSFERS OUT | $20,000 | $20,000 | $20,000 | $20,000 | $20,000 | $20,000 | |
| OTHER FINANCING USES | $20,000 | $20,000 | $20,000 | $20,000 | $20,000 | $20,000 | |
| TOTAL Expenses | $102,045 | $117,982 | $140,227 | $83,478 | $155,507 | $153,422 | |
| NOSCHED2 TOTAL | $41,334 | $14,618 | $(7,627) | $62,035 | $(22,007) | $(19,922) | |

BUD002FS - B U D G E T  R E Q U E S T S

COUNTY OF INYO
RUNDATE : 06/30/12
FOR FISCAL YEAR 07/01/10-06/30/13

| | YTD ACTUALS 06/30/11 | BOARD APPROVED 06/30/12 | WORKING BUDGET 06/30/12 | YTD ACTUALS 06/30/12 | DEPARTMENT REQUESTED 06/30/13 | CAO RECOMMENDED 06/30/13 | BOARD APPROVED 06/30/13 |
|---|---|---|---|---|---|---|---|
| COUNTY TOTALS FOR REVENUE: | $26,416,283 | $24,620,428 | $29,348,324 | $26,989,115 | $29,471,136 | $30,234,847 | |
| EXPENSES | $26,704,609 | $27,496,691 | $32,842,589 | $24,720,442 | $31,939,482 | $32,442,476 | |
| NET | $(288,326) | $(2,876,263) | $(3,494,265) | $2,268,673 | $(2,468,346) | $(2,207,629) | |

# RESOLUTION No.

## A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2012-2013

WHEREAS, the Government Code requires the County to conduct Budget Hearings prior to adopting a Final Budget; and

WHEREAS, the Government Code requires the Final Budget to be adopted no later than October 2nd of each fiscal year; and

WHEREAS, the Inyo County Board of Supervisors has conducted and concluded Budget Hearings on September 10, 2012, and has received input and recommendations and, at the conclusion of the Budget Hearings, directed the preparation of the Final Budget; and

WHEREAS, the Final Budget has been prepared in accordance with the Government Code and the Board of Supervisors' directions during Budget Hearings; and

WHEREAS, the Inyo County Board of Supervisors desires to approve the Final Budget as presented by the Budget Officer and the Auditor-Controller.

NOW, THEREFORE BE IT RESOLVED that the Inyo County Board of Supervisors hereby adopts the Fiscal Year 2012-2013 Final Budget for the County of Inyo as set forth in the attached documents, which are incorporated herein by reference.

PASSED AND ADOPTED, this 25th day of September, 2012, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
*Chairperson, Inyo County Board of Supervisors*

*Attest:* *Kevin D. Carunchio*
*Clerk of the Board*

*by:* _____
*Patricia Gunsolley, Assistant*

For Clerk's Use Only:
**AGENDA NUMBER**

14

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF** September 25, 2012

**SUBJECT:** Continuation of declaration of local emergency

***DEPARTMENTAL RECOMMENDATION:*** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in 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 has been named The Death Valley Roadeater 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.)*<br>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.)*<br>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.)<br>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

. Consent . Departmental . Correspondence Action

. Public Hearing . Schedule time for . Closed Session . Informational

For Clerk's Use Only:
AGENDA NUMBER
15

FROM: Public Works Department

FOR THE BOARD MEETING OF: September 25, 2012

SUBJECT: Approve Filling Vacant Administrative Secretary I

**DEPARTMENTAL RECOMMENDATIONS:**
Request your Board find that, consistent with the adopted Authorized Position Review Policy:
A) the availability of funding for the requested position comes from the Public Works Budget, as certified by the Interim Public Works Director, and concurred with by the County Administrator and the Auditor-Controller;
B) where internal candidates meet the qualifications for the position of Administrative Secretary, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and
C) Approve the hiring of one Administrative Secretary I Range 56 ($2980 - $3618). It is requested the Department have the ability to have an open recruitment to fill the position, if necessary.

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**
Staff recruited and filled this position a few months ago. Unfortunately it is vacant again. A list was created at that time and we may be able to fill from it. However, that is not known at the time of this writing. In any case, staff requests Board approval to recruit, if necessary, and fill the position to provide the ongoing administrative support to the department, including the LTC.

**ALTERNATIVES:**
The Board could decide not to approve the request. This is not recommended, as there is an ongoing need for administrative support for the department.

**OTHER AGENCY INVOLVEMENT:**
Personnel
Auditor's Office

**FINANCING:**
This position is funded in the Public Works (011500) and LTC (504605) budgets, and is currently included in the FY2012-2013 Board approved budget. The Public Works and LTC authorized staffing levels would remain the same. Since this position is currently funded, there will be no additional impact to the budget.

## APPROVALS

| | | |
|---|---|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) | Approved:_____ Date_____ |
| 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 9/18/12 |
| 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 9/18/12 |

**DEPARTMENT HEAD SIGNATURE:**
(Not to be signed until all approvals are received) _____ Date: 9-18-12

For Clerk's Use Only:
**AGENDA NUMBER**

16

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Public Works

**FOR THE BOARD MEETING OF:** September 25, 2012

**SUBJECT:** Bishop Library Re-roofing Project

## *DEPARTMENTAL RECOMMENDATION:*

1. Recommend the Board approve the plans and specifications for the Bishop Library Re- roofing Project; and
2. Authorize the Public Works Director to advertise and bid the Project; and
3. Authorize the Interim Public Works Director to award the project if the bids are within the project budget and sign all contract documents, contingent upon the appropriate signatures being obtained and contingent on your Board's adoption of the 2012/2013 budget; and
4. Authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

## *CAO RECOMMENDATION:*

## *SUMMARY DISCUSSION:*

The 2012/2013 Deferred Maintenance Budget that is before your Board for approval today includes funding for the re-roofing of the Bishop Library. $85,551 was identified in the Department requested and CAO recommended 2012-13 Budget for the roofing work. This work was originally identified in the 2004 Board adopted Deferred Maintenance Project list. The roof on the Bishop Library has had significant leakage and is beyond repair. Re-roofing is the only option, considering the roof is more than 20 years old and the existing roofing is crumbling.

If approved, this project will include the removal of the existing roofing system, and replacement with rigid foam insulation, new deck sheeting and roofing materials similar to that which was recently installed on the Courthouse Complex in Independence. This type of roofing system will improve the building energy efficiency. The proposed roofing system is California Title 24 compliant as a "cool roof system".

## *ALTERNATIVES:*

Not approve the plans, specifications, and advertisement of the project. This is not recommended because the roof is leaking and need replacement and the new roof system will improve the energy efficiency of the building.

## *OTHER AGENCY INVOLVEMENT:*

The Public Works Department for the development of the plans and specifications.
County Counsel for review of the bid package, contracts and this agenda item
City of Bishop for Plan review and Building Permits.
Auditor for the payment of all invoices.

## *FINANCING:*

The funds for this project will be provided through the County's Deferred Maintenance Budget 011501, 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.)*<br>Approved: Yes Date 9/17/12 |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*<br>Leslie L. Chapman Approved: ✓ Date 9/19/12 |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br>NA Approved:_____ Date_____ |

***DEPARTMENT HEAD SIGNATURE:***
(Not to be signed until all approvals are received) Date: 9/19/12

# 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
17

FROM: Public Works Department

FOR THE BOARD MEETING OF: September 25, 2012

**SUBJECT:** Resolution approving the application for a state Matching Grant for Federal Aviation Administration (FAA) Airport Improvement Program for construction of the Eastern Sierra Regional Airport (ESRA) – Airport Lighting Vault Improvements.

**DEPARTMENTAL RECOMMENDATIONS**: Approve the attached resolution authorizing the submittal of the application for the State of California Division of Aeronautics matching grant for construction of the ESRA – Airport Lighting Vault Improvements, accepting the allocation of state Airport Improvement Program (AIP) matching funds, and authorizing the interim public works director to execute the grant agreements and any other documents required to apply for and accept the funds.

**CAO RECOMMENDATION**:

**SUMMARY DISCUSSION**: At the September 11, 2012 meeting of the Board of Supervisors, the Board approved the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Agreement for construction of the ESRA – Airport Lighting Vault Improvements. The FAA grant for AIP Project Number 03-06-0024-13-2012 will fund up to $352,877.00 of the construction costs. FAA grants will fund up to 90 percent of the total project cost which is estimated at $392,085.00. The California Department of Transportation Division of Aeronautics will provide a matching grant that will fund up to 5 percent of the FAA grant, which is $17,644.00. The county must provide the remaining match of $21,564.00.

The Public Works Department has prepared the applications for the state AIP Matching Grant (attached). The state requires a resolution of the Board of Supervisors that authorizes the submittal of the application, acceptance of an allocation of state AIP matching funds, and execution of the AIP Matching Grant Agreement for the project. In order to expedite processing of the matching grant agreement, the resolution also authorizes the interim public works director to execute the grant agreement. Expediting the processing of the grant agreement is beneficial, as it ensures that the matching funds will be available as soon as possible for reimbursement of construction costs. A resolution in the form recommended by the Division of Aeronautics has been prepared and is attached for Board approval. After the resolution is approved, the Public Works Department will submit the application to the State Division of Aeronautics.

**ALTERNATIVES:** The Board could choose not to approve the resolution. If the resolution is not approved, the Division of Aeronautics will not accept the county's application for the state AIP matching funds. This is not recommended, because the county would have to provide an additional $17,644.00 in matching funds.

**OTHER AGENCY INVOLVEMENT:**
County counsel has reviewed the resolution and will review the grant agreement.
The Department of Transportation will prepare the matching grant agreement.

**FINANCING:** As discussed previously, the FAA is providing up to 90 percent ($352,877.00) of the funds for this project with an AIP grant. If the state AIP matching grant is approved, up to an additional 5 percent of the FAA grant amount ($17,644.00) will be provided by the state, and the county will provide the remaining match of $21,564.00. The match has been identified as in-kind contributions in the fiscal year 2012/2013 Public Works Department Budget (Budget Unit 011500, object code 5850).

**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: MS | Date 9/13/12 |
| 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 9/19/12 |
| 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) Lynn M. Hanger Date: 9/17/12

RESOLUTION NO. 2012 - _____

A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT.

WHEREAS, the County of Inyo and the Federal Aviation Administration are parties to federal Airport Improvement Program (AIP) grant 3-06-0024-013-2012 for construction of the Eastern Sierra Regional Airport – Airport Lighting Vault Improvements; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants equal to 5 percent of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the Board of Supervisors to adopt a resolution authorizing the submission of an application for an AIP Matching grant.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Inyo, State of California:

1. Authorizes filing an application for a state AIP Matching grant for this project.
2. Authorizes accepting the allocation of state AIP Matching funds for the project.
3. Authorizes execution of an AIP Matching Grant Agreement for this project; and

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo does hereby authorize Doug Wilson, Interim Public Works Director, to sign any documents required to apply for and accept these subject funds on behalf of the County of Inyo.

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Inyo on the 25th day of September, 2012, and the resolution was duly adopted at said meeting by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Marty Fortney, Chairperson
Inyo County Board of Supervisors

ATTEST:

Kevin D. Carunchio, Clerk of the Board of Supervisors,
County of Inyo, State of California

by _____
Assistant Clerk to the Board

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

# STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM - APPLICATION

DOA-0012 (REV 06/2011)

PLEASE PRINT OR TYPE AND COMPLETE ALL ITEMS

## PART I. AIRPORT INFORMATION

| PUBLIC ENTITY | AIRPORT NAME | PERMIT NO. |
|---|---|---|
| Inyo County | Eastern Sierra Regional (Bishop) Airport | Iny-1 |
| CONTACT NAME: Lynn Flanigan | TITLE: Senior Civil Engineer | |
| BUSINESS ADDRESS: P.O. Drawer Q, 168 N. Edwards St., Independence, CA 93526 | | BUSINESS PHONE: 760-878-0347 |

## PART II. PROJECT INFORMATION

Verify that project is within the Department's most recent Capital Improvement Plan: ☒ YES ☐ NO If no, then project is not eligible for grant funds.

| DESCRIPTIVE TITLE OF APPLICANT'S PROJECT(as shown on page one of the executed grant agreement and in the adopted Capital Improvement Plan): Attach Additional Sheets If Necessary | | |
|---|---|---|
| Electrical Upgrade (Airport Lighting Vault) and Emergency Generator Improvements | FEDERAL GRANT | $352,877.00 |
| | APPLICANT FUNDS | $21,564.00 |
| | STATE * FUNDS | $17,644.00 |
| | TOTAL COST OF PROJECT | $392,085.00 |

* Maximum is 5% of the federal grant amount

## PART III. REQUIRED SUPPORTING DOCUMENTS

Pursuant to Public Utilities Code Sections 21681-21684 and Section 4067 of the CAAP Regulations, please submit the following documents with this application:

- Local government approval *(resolution or minute order)* as described in Section 4067(a).
- FAA Grant Agreement with FAA and sponsor signatures.
- Verification of full compliance with the California Environmental Quality Act (CEQA) by submitting information to fulfill either 1. or 2. below:
  1. Copy of Notice of Exemption or provide the Categorical Exemption Class # 15302(c) (CEQA Guidelines Sections 15300-15333)
  2. Copy of Notice of Determination or provide the following information:
     - Environmental Impact Report (Title/Date) _____ State Clearinghouse (SCH)# _____ or
     - Negative Declaration (Title/Date) _____ State Clearinghouse (SCH)# _____ or
     - National Environmental Policy Act (NEPA) document (Title/Date) _____
       (NEPA documents-Environmental Impact Statement or Finding of No Significant Impact must comply with CEQA provisions)
- 11 x 17-inch Drawing or Airport Layout Plan showing project location(s) and dimensions.
- Completed CAAP Certification (Form DOA-0007), if not submitted to the Division of Aeronautics earlier for this fiscal year.
- Additional documentation may be required if items in the FAA AIP grant are not eligible for CAAP funding.

## PART IV. AUTHORIZATION

| AUTHORIZED OFFICIAL'S SIGNATURE | TITLE: Interim Public Works Director |
|---|---|
| PRINT NAME: Doug Wilson | DATE: September 25, 2012 |

SEND COMPLETED APPLICATION AND ALL SUPPORTING DOCUMENTS TO:

**CALIFORNIA DEPARTMENT OF TRANSPORTATION**
**DIVISION OF AERONAUTICS - MS #40**
**P. O. BOX 942874**
**SACRAMENTO, CA 94274-0001**

**ADA Notice** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

## Notice of Exemption

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☒ County Clerk
County of Inyo
P.O. Drawer F
Independence, CA 93526

From: Inyo County Department of Public Works
Post Office Drawer Q
Independence, CA 93526

FILED
JUN 17 2011
INYO COUNTY CLERK

**Project Title:** Bishop Airport Electrical Upgrade/Emergency Generator Installation Project

**Project Location - Specific:** Bishop (Eastern Sierra Regional) Airport, 703 Airport Road, Bishop, CA 93514, south of the terminal building.

**Project Location - City:** Bishop **Project Location - County:** Inyo

**Description of Nature, Purpose, and Beneficiaries of Project:** The project includes installing a new electrical building and installing new, updated electrical components, and installing an emergency generator..

**Name of Public Agency Approving Project:** Inyo County Public Works Department

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

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

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Section 15302 (c)
- ☐ Statutory Exemption. State code number:

**Reasons why project is exempt:** The project consists of installing a new electrical building and emergency generator in the same location as the existing building within the airport easement, with no expansion of existing use. All construction will be performed within the limits of existing disturbed ground.

**Lead Agency**
**Contact Person:** Lynn M. Flanigan **Area Code/Telephone/Extension:** (760) 878-0347

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Date: June 16, 2011 Title: Planning Director

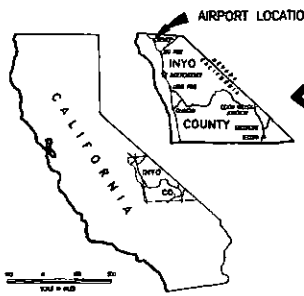
☒ Signed by Lead Agency
☐ Signed by Applicant

Date received for filing at OPR:

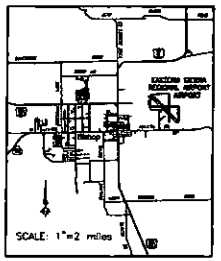
Revised October 1989

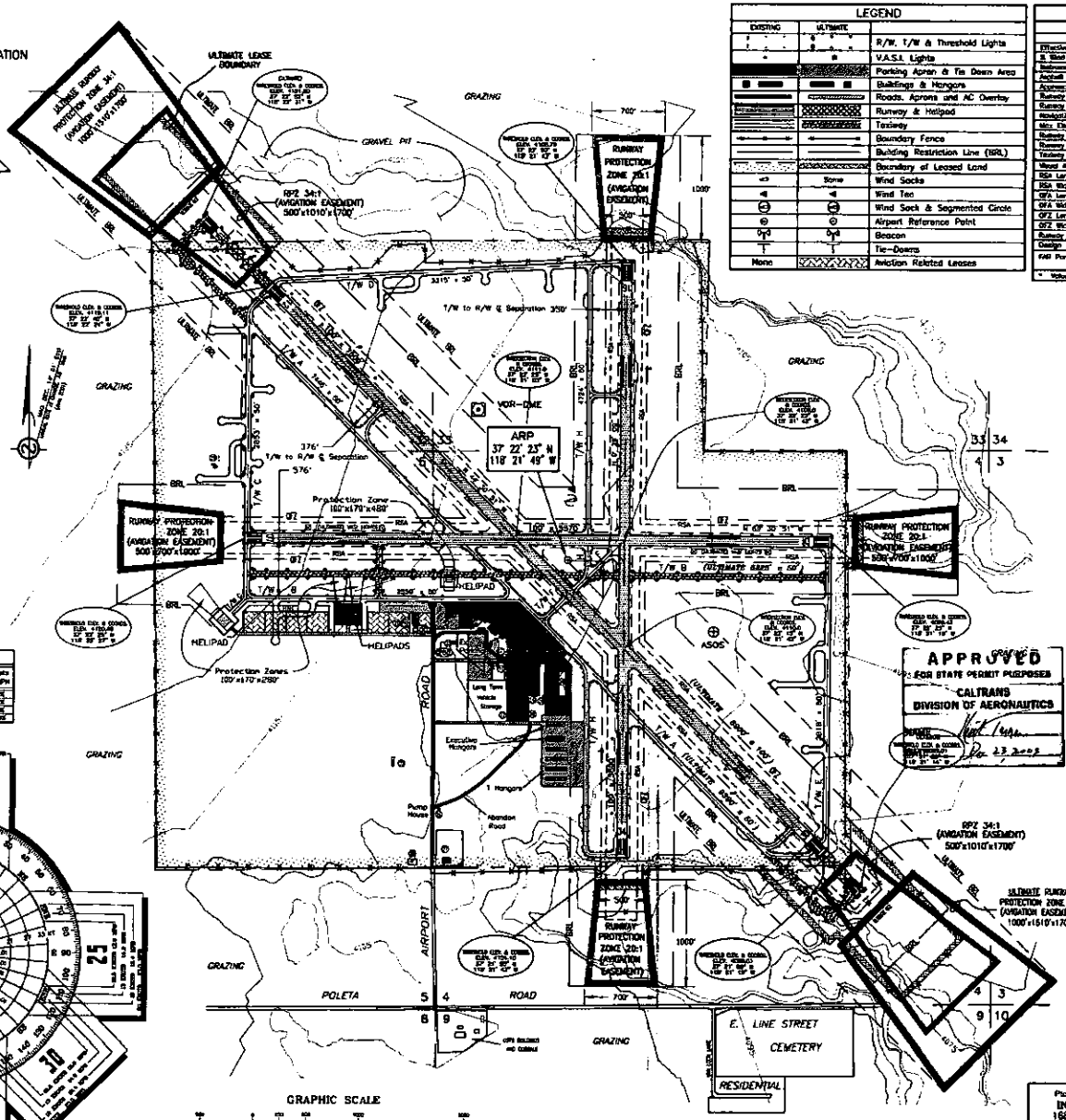
11-00021

## LOCATION MAP




## VICINITY MAP




ELEVATIONS AND CONTOURS SHOWN IN FEET AMSL

CONTOURS INTERVAL: 5 FEET

## LEGEND

| EXISTING | ULTIMATE | |
|---|---|---|
| | | R/W, T/W & Threshold Lights |
| | | V.A.S.I. Lights |
| | | Parking Apron & Tie Down Area |
| | | Buildings & Hangars |
| | | Roads, Aprons and AC Overlay |
| | | Runway & Helipad |
| | | Taxiway |
| | | Boundary Fence |
| | | Building Restriction Line (BRL) |
| | | Boundary of Leased Land |
| | Stone | Wind Socks |
| | | Wind Tee |
| | | Wind Sock & Segmented Circle |
| | | Airport Reference Point |
| | | Beacon |
| | | Tie-Downs |
| None | | Aviation Related Leases |

## RUNWAY DATA TABLE

| | RUNWAY 07-25 | | RUNWAY 12-30 | | RUNWAY 16-34 | |
|---|---|---|---|---|---|---|
| | EXISTING | ULTIMATE | EXISTING | ULTIMATE | EXISTING | ULTIMATE |
| Effective Gradient in % | 0.43 | 0.43 | 0.30 | 0.30 | 0.14 | 0.14 |
| % Wind Coverage (15 Knots) | 93.05% | 93.05% | 95.80% | 95.80% | 99.24% | 99.24% |
| Instrument Runway | None | None | None | 12-30 | None | 16-34 |
| Asphalt Strength * | 45 | Same | 30 | Same | 100 | Same |
| Approach Slope | 20:1 | 20:1 | 34:1 | 34:1 | 20:1 | 20:1 |
| Runway Lighting | M.I.R.L. | M.I.R.L. | M.I.R.L. | M.I.R.L. | M.I.R.L. | M.I.R.L. |
| Runway Marking | Non Precision | Same | Non Precision | Same | Non Precision | Same |
| Navigational Aids | VOR-DME | VOR-DME/GPS | VOR-DME | VOR-DME/RPZ/VLS | VOR-DME | VOR-DME/GPS |
| Min. Elevation Above Mean Sea Level | 4120.46' | Same | 4119.11' | 4121.00' | 4108.75' | Same |
| Runway Length & Width | 5570' x 100' | 5570' x 100' | 7500' x 100' | 9300' x 100' | 5000' x 100' | 9300' x 100' |
| Runway Surface | Asphalt | Same | Asphalt | Same | Asphalt | Same |
| Taxiway Surface | Asphalt | Same | Asphalt | Same | Asphalt | Same |
| Visual Aids | None | V.A.S.I. | V.A.S.I. | V.A.S.I. | V.A.S.I. | V.A.S.I. |
| RSA Length Beyond Runway | 300' | 300' | 300' | 1000' | 300' | 300' |
| RSA Width | 150' | 150' | 150' | 500' | 150' | 150' |
| OFA Length Beyond Runway | 300' | 300' | 300' | 1000' | 300' | 300' |
| OFA Width | 500' | 500' | 500' | 500' | 500' | 500' |
| OFZ Length Beyond Runway | 200' | 200' | 200' | 200' | 200' | 200' |
| OFZ Width | 400' | 400' | 400' | 400' | 400' | 400' |
| Runway Approach Category | Category D & Small 3G | Category D & Small 3G | Category D & Small 3G | Category C & Small 3G | Category D & Small 3G | Category D & Small 3G |
| Design Aircraft | | | | Lockheed 188-C Electra | | |
| FAR Part 77 Category by Rwy End | 07 Non Precision 25 Non Precision | 07 Non Precision 25 Non Precision | 12 Non Precision 30 Non Precision | 12 Precision 30 Precision | 16 Non Precision 34 Non Precision | 16 Non Precision 34 Non Precision |

* Value given is the total Aircraft weight in 1000 lbs. for single, wheel gear aircraft.

## AIRPORT FACILITIES

| EXISTING | ULTIMATE | |
|---|---|---|
| 1 | 1 | Fire House |
| 2 | 2 | Terminal |
| 3 | 3 | Quonset Hgt. |
| 4 | 4 | Hangar One |
| 5 | 5 | Hangar |
| 6 | 6 | Electrical Vault |
| 7 | 7 | Hangar |
| 8 | 8 | Hangar |
| 9 | 9 | Hangar |
| 10 | 10 | Hangar |
| 11 | 11 | Hangar |
| 12 | 12 | Hangar |
| 13 | 13 | Hangar |
| 14 | 14 | Hangar A |
| 15 | 15 | Storage Trailer |
| 16 | 16 | FED EX Trailer |
| 17 | 17 | U.S. Border Service |
| 18 | None | Residence |
| 19 | 19 | Pump House |
| 20 | 20 | Search & Rescue |
| 21 | 21 | Weather Cable |
| 22 | 22 | USFS Air Tanker Base |
| 23 | 23 | Hangar |
| 24 | 24 | Fuel Island |
| 25 | 25 | Old Tower |

## AIRPORT DATA TABLE

| | EXISTING | ULTIMATE |
|---|---|---|
| Airport Elevation Above Sea Level | 4120.46' | Same |
| Airport Reference Point (A.R.P.) NAD 83 | 37° 22' 23" N 118° 21' 49" W | 37° 22' 23" N 118° 21' 49" W |
| Mean Maximum Temperature of Hottest month (MAX) | 87° | Same |
| Airport & Terminal NAVAIDS | Beacon,VOR-DME | Beacon/VOR-DME/GPS |
| GPS At Airport | None | All Runways |
| % Wind Coverage | 100% | Same |
| Beacon | Photocell Actuated | Same |
| Airport Acreage | 895.18 Ac. | 953.28 Ac. |
| Acreage of leased land's | 825.18 Ac. | 953.28 Ac. |

## RUNWAY END LAT. & LONG. COORDINATES & ELEVATIONS

| | EXISTING | ULTIMATE |
|---|---|---|
| 07 End Coordinates | 37° 22' 25" N 118° 22' 26" W | Same |
| 25 End Coordinates | 37° 22' 25" N 118° 21' 15" W | Same |
| 07 Elevation | 4120.46' | Same |
| 25 Elevation | 4096.43' | Same |
| 12 End Coordinates | 37° 22' 45" N 118° 22' 24" W | 37° 22' 55" N 118° 22' 31" W |
| 30 End Coordinates | 37° 21' 56" N 118° 21' 18" W | 37° 21' 52" N 118° 21' 14" W |
| 12 Elevation | 4119.11' | 4121.00' |
| 30 Elevation | 4098.51' | 4093.01' |
| 16 End Coordinates | 37° 22' 58" N 118° 21' 42" W | Same |
| 34 End Coordinates | 37° 21' 30" N 118° 21' 42" W | Same |
| 16 Elevation | 4108.75' | Same |
| 34 Elevation | 4101.10' | Same |

## ALL WEATHER WIND COVERAGE

| Runway(s) | 10.5 Knots 12.0 MPH | 13 Knots 14.9 MPH | 16 Knots 18.4 MPH | 20 Knots 23.0 MPH |
|---|---|---|---|---|
| Runway 12-30 | 94.40% | 97.10% | 98.78% | 99.90% |
| Runway 16-34 | 99.24% | 99.90% | 99.90% | 99.90% |
| Runway 07-25 | 93.05% | 99.90% | 99.90% | 99.90% |
| Combined Coverage | 99.90% | 99.90% | 99.90% | 100.00% |

SOURCE: NOAA National Climatic Center Asheville, North Carolina

Bishop Airport, Bishop, California

OBSERVATIONS: 10,000 AC Weather Observations 1983-1992

APPROVED FOR STATE PERMIT PURPOSES CALTRANS DIVISION OF AERONAUTICS

Reserved For FAA Approval Stamp

Approved conditionally AUG 19 2002

Subject to comments contained in our letter dated AUG 19 2002

Provisional NOV 25 2002

FEDERAL AVIATION ADMINISTRATION Western-Pacific Region

By Supervisor, Airports Section

## TAXIWAY DATA TABLE

| | LENGTH & WIDTH | |
|---|---|---|
| | EXISTING | ULTIMATE |
| Taxiway A | 7446' x 50' | 9390' x 50' |
| Taxiway B | 2550' x 50' | 5275' x 50' |
| Taxiway C | 2853' x 50' | Same |
| Taxiway D | 3315' x 50' | Same |
| Taxiway E | 2818' x 50' | Same |
| Taxiway F | 907' x 50' | Same |
| Taxiway G | 200' x 50' | Same |
| Taxiway H | 4724' x 50' | Same |

DIRECTOR OF PUBLIC WORKS JEFFREY S. ADSETT

9/4/02 PLANS APPROVAL DATE

| No | REVISIONS | DATE | BY | APP'D |
|---|---|---|---|---|
| 4 | Update Airport Items, Removed Buildings | 9/11/02 | PH | |
| 3 | Update of Airport Master Plan | 6/20/02 | PH | |
| 2 | Apron and R/W 7-25 Improvements | 8/3/94 | RC | |
| 1 | AWOS & and NBS Antenna Addition | 6/18/92 | RC | |

"THE CONTENTS OF THIS PLAN DO NOT NECESSARILY REFLECT THE CENTRAL VIEWS OR POLICY OF THE COUNTY, NOR DO THE ACCURACY OF THE CONTENTS BY THE COUNTY IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE COUNTY GIVEN TO PROPONENTS OF ANY DEVELOPMENT RELATED ACTIONS WITH RESPECT TO THE PROPOSED DEVELOPMENT OR DEVELOPMENTALLY RELEVANT IN ACCORDANCE WITH APPLICABLE PUBLIC LAW."

Plans Prepared by:
INYO COUNTY PUBLIC WORKS
168 N. Edwards St., P.O. Drawer Q
Independence, CA 93526
(760) 878-0201

# EASTERN SIERRA REGIONAL AIRPORT
# AIRPORT LAYOUT PLAN
# BISHOP, CALIFORNIA

| Revised By: | Date: | Drawn by: | Date: | Checked By: | Date: | Drawing Name: | |
|---|---|---|---|---|---|---|---|
| P. HANCOCK | 9/03 | S. LOWE | 02/03 | R. Chegwidden | 7/02 | bishalp1-500sc.dwg | SHEET 1 OF 1 |

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

# CALIFORNIA AID TO AIRPORTS PROGRAM (CAAP) CERTIFICATION

DOA-0007 (REV 06/2011)

## PART I. AIRPORT CERTIFICATION

I am authorized by County of Inyo (*Public Entity*)

and *hereby certify* that Eastern Sierra Regional (Bishop) Airport (*Airport Name*)

for the fiscal year 2012/2013, meets the eligibility requirements of, and will be operated and maintained in accordance with, Sections 21680 through 21688 of the California Public Utilities Code (PUC) and the CAAP Regulations found in Title 21 of the California Code of Regulations, Division 2.5, Chapter 4.

1. This airport meets the Permit and Funding Requirements of CAAP Section 4056.
2. The Public Entity has control over airport operations under rules, regulations, or operating procedures adopted by Ordinance or Resolution # 383 dated 5/25/1980 per CAAP Section 4057.
3. Required airport surfaces for all usable runways are protected in accordance with the provisions of PUC Section 21688 and CAAP Section 4058.
4. The above airport is designated by the Federal Aviation Administration as General Aviation (Select One: Reliever, Commercial Service, General Aviation, or Non-NPIAS) [PUC Section 21682(b)].
5. Current Airport Layout Plan dated 12/23/2003 is on file with the Division of Aeronautics (Information only: not a requirement for eligibility certification).

| SIGNATURE | PRINT NAME | TITLE |
|---|---|---|
| | Doug Wilson | Interim Public Works Director |
| BUSINESS ADDRESS | BUSINESS PHONE | DATE |
| P.O. Drawer Q, Independence, CA 93526 | 760-878-0201 | 09/25/2012 |

## PART II. FINANCIAL CERTIFICATION

I *hereby certify* that a SPECIAL AVIATION FUND has been established and will be maintained with a separate account for said airport in accordance with PUC Section 21684. Disbursements from this account will only be made in accordance with PUC Section 21681 and CAAP Regulations.

| SIGNATURE *(Finance Officer)* | PRINT NAME | TITLE |
|---|---|---|
| | Leslie L. Chapman | County Auditor-Controller |
| BUSINESS ADDRESS | BUSINESS PHONE | DATE |
| P.O. Drawer R, St., Independence, CA 93526 | 760-878-0343 | 09/25/2012 |

**FOR AERONAUTICS USE ONLY:**

| VERIFIED BY | DATE |
|---|---|
| | |

SEND COMPLETED AND SIGNED CERTIFICATION TO:

**CALIFORNIA DEPARTMENT OF TRANSPORTATION**
**DIVISION OF AERONAUTICS - MS #40**
**P. O. BOX 942874**
**SACRAMENTO, CA 94274-0001**

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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. **<u>TRAFFICKING IN PERSONS</u>:**

    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 9-11-12

*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 11th day of September, 2012

**County of Inyo, California**

(SEAL)
(Sponsor's Designated Official Representative)

Attest: Patricia Gunsolly

Title: Assistant Clerk of the Board

By Marty Fortney

Chairperson, Inyo County

Title Board of Supervisors

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, RANDY KELLER, 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 INDEPENDENCE, CA this 11TH 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) |

For Clerk's Use Only:
*AGENDA NUMBER*

18

# 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 – Administration

**FOR THE BOARD MEETING OF: September 25, 2012**

**SUBJECT:** Request State HHS Recognition of County HHS Department and Service System for Funding Flexibility

***DEPARTMENTAL RECOMMENDATION:***
Request Board authorize the Chairperson to send a letter to Diana Dooley, Secretary of the California Health and Human Services Agency requesting recognition as a comprehensive and integrated health and human services system, allowing flexibility of use of certain funds.

***CAO RECOMMENDATION:***

***SUMMARY DISCUSSION:***
The attached draft letter is in response to SB 1020 from June 2012 allowing flexibility of HHS realigned 2011 funds within HHS programs. That flexibility is contingent upon recognition by the CA HHS Secretary of the county's consolidated health and human services structure.

While this letter is driven specifically by our intent to have more flexibility with our Realignment 2011 funds, it is possible that future funding flexibility may be offered to counties who are organized in "comprehensive and integrated health and human services systems".

Attached is a document showing our HHS Realignment 2011 Protective Services Account that SB 1020 specifically addresses.

***ALTERNATIVES:***
Board could choose not to send this letter, meaning HHS will continue functioning as it has been. We do, however, see this as a possible avenue to other flexibility in the current context of ever-changing political and fiscal realities.

***OTHER AGENCY INVOLVEMENT:***
California Health and Human Services Agency

***FINANCING:***
No funding is involved in this request, per se.

| 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.)*<br>Approved: yes Date: 9/20/2012 |
| AUDITOR/CONTROLLER: | **ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)*<br>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.)*<br>Approved: _____ Date: _____ |
| BUDGET OFFICER: | **BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)*<br>Approved: _____ Date: _____ |

***DEPARTMENT HEAD SIGNATURE:***
**(Not to be signed until all approvals are received)** Jean Turner Date: 9-20-12

DRAFT

BOS Letterhead

September 25, 2012

Diana S.Dooley, Secretary
State of California Health and Human Services Agency
1600 Ninth Street, Room 460
Sacramento, Ca 95814

Dear Secretary Dooley:

Please accept this request from the County of Inyo to be recognized as a comprehensive and integrated health and human services system. With the passage of Senate Bill (SB) 1020 in June 2012, mechanisms were established for realigning state financial responsibility for multiple health and human services to counties. SB 1020 allows counties operating as an "integrated and comprehensive county health and human services system" the flexibility to reallocate funds between the Protective Services Subaccount and the Behavioral Health Subaccount within the Support Services Account of the County Local Revenue Fund 2011. However, flexibility is limited to only those counties specifically enumerated in the statute as well as "any other counties determined by the Secretary of Health and Human Services." This financial flexibility is extremely valuable in an integrated service delivery model because it allows counties the ability to break down funding silos and appropriately allocate resources where they can be used most efficiently to serve our clients.

The County of Inyo restructured health and human services in the early 1990s in response to Realignment 1991 when we formed our Inyo County Health and Human Services Department (ICHHS). We have functioned since 1991 as a consolidated, integrated health and human services system including Public Health, Behavioral Health (Mental Health and Substance Use Disorders), and Social Services. Other service systems have been added to ICHHS since then, including First 5 and the local Area Agency on Aging. An organizational chart of ICHHS is included for your review.

ICHHS divisions share programs, employees and functions, always looking for ways to enhance efficiencies and effectiveness in our service delivery. Your recognition of us an integrated system would allow ICHHS to increase efficiencies through universal intake service planning, and evaluation of client services, as allowed in Welfare and Institutions Code (WIC) Section 18986.86.

Further, we have functioned with a consolidated ICHHS fiscal/administrative division in

which fiscal staff stretch to find creative ways to use dollars across funding silos. These critical fiscal efforts are necessary to support an integrated service system. In the current climate of changing political and fiscal contexts, flexibility in use of funds allocated to counties, especially small counties, provides immeasurable opportunity to improve public service and to use dwindling public resources more efficiently.

We appreciate your prompt consideration of this request for formal acknowledgement that Inyo County operates as an integrated and comprehensive county health and human services system pursuant to Chapter 12.991 (commencing with Section 18986.86) of Part 6 of Division 9 of the California Welfare and Institutions Code.

If you have any questions, please contact our ICHHS Director, Jean Turner, at (760) 873-3305, or our County Administrator, Kevin Carunchio, at (760) 873-0292.

Sincerely,

Marty Fortney, Chairman

cc: Kevin Carunchio, Inyo County Administrative Officer
Jean Turner, Inyo County HHS Director

Attachment: Inyo County HHS Department Organizational Chart

**Senate Bill No. 1020**
CHAPTER 40

Section 2. (f)(3)(E) Notwithstanding subparagraph (A), any county authorized to operate an integrated and comprehensive county health and human services system pursuant to Chapter 12.95 (commencing with Section 18989), Chapter 12.96 (commencing with Section 18986.60), or Chapter 12.991 (commencing with Section 18986.86) of Part 6 of Division 9 of the Welfare and Institutions Code may reallocate money between the Protective Services Subaccount and the Behavioral Health Subaccount within the Support Services Account of the County Local Revenue Fund 2011 established pursuant to paragraph (3), consistent with the provisions and restrictions contained in Chapter 12.95 (commencing with Section 18989), Chapter 12.96 (commencing with Section 18986.60), or Chapter 12.991 (commencing with Section 18986.86) of Part 6 of Division 9 of the Welfare and Institutions Code.

**West's Ann.Cal.Welf. & Inst.Code § 18986.86**
§ 18986.86. Humboldt, Mendocino, Alameda, and any additional counties; ···
Effective: January 1, 2005

West's Ann.Cal.Welf. & Inst.Code § 18986.86

Division 9. Public Social Services
Part 6. Miscellaneous Provisions
Chapter 12.991. County Integrated Health and Human Services Program

**§ 18986.86. Humboldt, Mendocino, Alameda, and any additional counties; programs for funding and delivery of services; functions; inclusions; medical information; federal funding and approval**

(a) Humboldt County, Mendocino County, Alameda County, and any additional county or counties, as determined by the Secretary of California Health and Human Services, with the assistance and participation of the appropriate state departments, within the existing resources of those departments, may implement a program, upon approval of the county board of supervisors for the funding and delivery of services and benefits through an integrated and comprehensive county health and human services system.

(b) In providing services through an integrated system to families and individuals, the program may, among other things, do all of the following:

(1) Implement and evaluate a system of universal intake for those seeking services.

(2) Implement and evaluate a system whereby a family or individual eligible for more than one service may be provided those services through an integrated, coordinated service plan.

(3) Implement and evaluate a system of administration that integrates and coordinates the management and support of client services.

(4) Implement and evaluate a system of reporting and accountability that provides for the combined provision of services as provided for in paragraph (2), without the loss of state or federal funds provided under current law.

(5) In consultation with the appropriate state departments, as designated by the Secretary of Health and Human Services, any participating county may develop specific goals in addition to those specified in paragraphs (1) to (4), inclusive, to achieve an integrated and comprehensive county health and human services system.

(c) The integrated system may include any or all of the following:

(1) Adoption services.

(2) Child abuse prevention services.

(3) Child welfare services.

(4) Delinquency prevention services.

(5) Drug and alcohol services.

(6) Mental health services.

(7) Eligibility determination.

(8) Employment and training services.

(9) Foster care services.

(10) Health services.

(11) Public health services.

(12) Housing services.

(13) Medically indigent program services.

(d)(1) Part 2.6 (commencing with Section 56) of Division 1 of the Civil Code shall apply to the programs or services providing integrated services.

(2) Before a program obtains an individual's medical information, including mental health and drug treatment records, his or her informed authorization shall be obtained, or the informed authorization of his or her custodial parent, or his or her guardian shall be obtained if the individual is a minor, unless the minor is authorized to give consent.

(3) Medical information shall not be disclosed to any individual who is not authorized to have that information pursuant to the authorization provided in paragraph (2).

(4) Medical information shall not be disclosed for any purpose that is not authorized by the authorization in paragraph (2).

(5) The sharing of information permitted under paragraphs (2), (3), and (4) shall be governed by memoranda of understanding among the agencies represented on the team. These memoranda shall specify the types of information that may be shared without a signed release form, and the process to be used to ensure that current confidentiality requirements, as described in subdivision (d), are met.

(6) Any client shall have access to his or her medical information and shall have the right to correct any inaccurate information contained in the medical information.

(e) Programs or services shall be included in the program only to the extent that federal funding to either the state or the county will not be reduced as a result of the inclusion of the services in the project. This program shall not generate any increased expenditures from the General Fund.

(f) Each participating county and the appropriate state departments shall jointly seek federal approval of the program, as may be needed to ensure its funding and allow for the integrated provision of services.

(g) This chapter shall not authorize each participating county to discontinue meeting its obligations under current law to provide services or to reduce its accountability for the provision of these services.

(h) This chapter shall not authorize a participating county to reduce the county's eligibility under current law for state funding for the services included in the program.

(i) A participating county shall utilize any and all state general and county funds that it is legally allocated or entitled to receive. Through the creation of integrated health and social services structures, the county shall maximize federal matching funds.

(j) The Secretary of Health and Human Services shall designate a lead department to coordinate the state's participation in the county's program.

(k) The appropriate state departments, as designated by the Secretary of Health and Human Services, that are assisting, participating, and cooperating in the implementation of the program authorized by this chapter shall have the authority to waive regulations regarding the method of providing services and the method of reporting and accountability, as may be required to meet the goals set forth in subdivision (b). However, the departments shall not waive regulations pertaining to privacy and confidentiality of records, civil service merit systems, or collective bargaining. The departments shall not waive regulations if the waiver results in a diminished amount or level of services or benefits to eligible recipients as compared to the benefits and services that would have been provided to recipients absent the waiver.

## FY 2012-13 PROTECTIVE SERVICES SUBACCOUNT PERCENTAGE DISTRIBUTION

| COUNTIES | ADOPTIONS SUBACCOUNT DISTRIBUTION CFL 11/12-18 | ADULT PROTECTIVE SERVICES SUBACCOUNT DISTRIBUTION CFL 11/12-18 | CHILD ABUSE PREVENTION SUBACCOUNT DISTRIBUTION CFL 11/12-18 | CHILD WELFARE SERVICES SUBACCOUNT DISTRIBUTION CFL 11/12-18 | FOSTER CARE ADMINISTRATION SUBACCOUNT DISTRIBUTION CFL 11/12-18 | ADOPTION ASSISTANCE PRG SUBACCOUNT DISTRIBUTION REVISED | FOSTER CARE ASSISTANCE SUBACCOUNT DISTRIBUTION REVISED | AB12 DISTRIBUTION | TOTAL PROTECTIVE SERVICES DISTRIBUTION | PROTECTIVE SERVICES SUBACCOUNT PERCENTAGE |
|---|---|---|---|---|---|---|---|---|---|---|
| ALAMEDA | $1,859,445 | $2,028,408 | $445,116 | $29,249,116 | $2,767,019 | $9,767,873 | $17,867,662 | $1,182,717 | $65,167,356 | 3.965930993% |
| ALPINE | $0 | $106,592 | $65,046 | $419,511 | $6,657 | $20,392 | $20,000 | $1,719 | $639,917 | 0.038943383% |
| AMADOR | $50,975 | $105,622 | $65,046 | $540,469 | $13,834 | $236,524 | $302,008 | $12,033 | $1,326,511 | 0.08072832% |
| BUTTE | $771,069 | $517,723 | $81,308 | $5,143,166 | $208,821 | $4,655,464 | $2,891,479 | $116,897 | $14,385,927 | 0.87549344% |
| CALAVERAS | $152,924 | $105,170 | $65,046 | $971,397 | $23,538 | $372,969 | $334,653 | $29,224 | $2,054,921 | 0.12505762% |
| COLUSA | $44,978 | $104,869 | $65,046 | $525,531 | $7,736 | $188,088 | $319,083 | $8,595 | $1,263,926 | 0.07691954% |
| CONTRA COSTA | $1,721,975 | $1,414,420 | $319,243 | $16,824,151 | $699,770 | $7,873,614 | $7,494,863 | $388,509 | $36,736,545 | 2.235699111% |
| DEL NORTE | $171,659 | $109,784 | $65,046 | $1,412,556 | $26,641 | $951,971 | $584,548 | $42,977 | $3,365,182 | 0.20479701% |
| EL DORADO | $182,159 | $230,894 | $81,308 | $2,758,850 | $58,829 | $1,289,327 | $1,292,268 | $60,167 | $5,953,802 | 0.36233429% |
| FRESNO | $792,087 | $1,611,365 | $331,526 | $14,712,257 | $971,415 | $9,872,911 | $10,530,395 | $534,629 | $39,356,785 | 2.395160711% |
| GLENN | $143,929 | $107,430 | $65,046 | $1,213,645 | $31,489 | $495,946 | $276,499 | $8,595 | $2,342,579 | 0.14256381% |
| HUMBOLDT | $941,120 | $293,298 | $81,308 | $3,715,096 | $93,833 | $2,312,327 | $1,949,315 | $75,639 | $9,461,936 | 0.57583101% |
| IMPERIAL | $132,984 | $252,908 | $81,308 | $3,974,615 | $52,031 | $838,801 | $1,585,554 | $103,144 | $7,021,345 | 0.42730243% |
| INYO | $0 | $104,256 | $65,046 | $654,834 | $19,809 | $16,640 | $318,623 | $18,910 | $1,198,118 | 0.07291462% |
| KERN | $1,383,117 | $1,159,445 | $275,763 | $17,359,298 | $679,744 | $13,798,264 | $12,383,088 | $526,034 | $47,564,753 | 2.894678200% |
| KINGS | $328,272 | $167,255 | $81,308 | $2,795,188 | $75,339 | $1,095,335 | $1,519,083 | $51,572 | $6,113,352 | 0.37204412% |
| LAKE | $266,867 | $155,029 | $75,883 | $1,194,276 | $33,914 | $1,117,153 | $1,136,558 | $72,201 | $4,051,881 | 0.246587888% |
| LASSEN | $35,982 | $106,262 | $65,046 | $906,148 | $26,147 | $613,198 | $1,099,078 | $42,977 | $2,894,838 | 0.17617298% |
| LOS ANGELES | $17,163,748 | $14,298,056 | $3,373,249 | $214,544,379 | $17,842,174 | $116,046,152 | $130,813,552 | $5,641,975 | $519,723,285 | 31.629128100% |
| MADERA | $230,885 | $183,893 | $81,308 | $2,510,584 | $55,548 | $1,052,180 | $1,104,099 | $60,167 | $5,278,664 | 0.321246999% |
| MARIN | $278,848 | $415,191 | $81,308 | $2,019,107 | $46,366 | $1,131,571 | $1,261,311 | $34,381 | $5,268,083 | 0.320603055% |
| MARIPOSA | $17,991 | $102,797 | $65,046 | $722,703 | $8,810 | $231,464 | $325,145 | $6,876 | $1,480,832 | 0.090119939% |
| MENDOCINO | $388,832 | $176,898 | $75,883 | $3,625,340 | $110,771 | $1,486,398 | $2,362,072 | $73,920 | $8,300,114 | 0.505125288% |
| MERCED | $324,067 | $372,518 | $94,502 | $4,871,188 | $168,304 | $2,524,893 | $3,098,087 | $140,964 | $11,594,523 | 0.705615219% |
| MODOC | $8,996 | $102,722 | $65,046 | $458,551 | $5,166 | $31,178 | $122,732 | $12,033 | $806,424 | 0.049077059% |
| MONO | $2,998 | $110,246 | $65,046 | $468,913 | $7,325 | $2,500 | $188,588 | $1,719 | $847,335 | 0.051566800% |
| MONTEREY | $772,409 | $492,229 | $143,327 | $4,787,041 | $225,930 | $3,248,234 | $3,688,963 | $137,525 | $13,495,658 | 0.821313788% |
| NAPA | $215,893 | $218,419 | $81,308 | $1,892,530 | $67,797 | $725,777 | $1,470,804 | $51,572 | $4,724,100 | 0.287497548% |
| NEVADA | $146,927 | $194,627 | $75,883 | $992,672 | $26,356 | $691,954 | $653,251 | $42,977 | $2,824,647 | 0.171901339% |
| ORANGE | $3,313,608 | $3,585,974 | $953,764 | $35,622,336 | $1,480,082 | $21,421,023 | $16,125,812 | $666,998 | $83,169,597 | 5.061504689% |
| PLACER | $211,239 | $517,640 | $84,964 | $6,199,223 | $367,083 | $2,773,787 | $3,440,508 | $103,144 | $13,697,588 | 0.833602769% |
| PLUMAS | $47,976 | $103,503 | $65,046 | $725,031 | $30,281 | $194,508 | $416,773 | $15,472 | $1,598,590 | 0.097286409% |
| RIVERSIDE | $1,769,491 | $2,748,244 | $606,660 | $39,278,074 | $1,919,339 | $21,792,090 | $19,812,504 | $1,034,878 | $88,961,280 | 5.413972789% |
| SACRAMENTO | $2,316,281 | $2,631,047 | $444,374 | $32,981,151 | $1,629,067 | $26,376,840 | $16,205,424 | $1,067,540 | $83,651,724 | 5.090845789% |
| SAN BENITO | $44,978 | $105,904 | $75,883 | $911,978 | $13,291 | $266,025 | $406,661 | $30,943 | $1,855,663 | 0.112931259% |
| SAN BERNARDINO | $2,746,706 | $2,427,804 | $712,038 | $29,562,700 | $1,621,875 | $21,254,544 | $29,061,723 | $1,299,614 | $88,687,004 | 5.397281009% |
| SAN DIEGO | $4,138,051 | $4,320,724 | $941,427 | $52,416,036 | $1,427,541 | $29,654,640 | $20,980,296 | $1,217,099 | $115,095,814 | 7.004458629% |
| SAN FRANCISCO | $1,698,930 | $1,820,755 | $142,791 | $13,203,958 | $1,001,115 | $7,201,341 | $9,592,883 | $584,482 | $35,246,255 | 2.145003599% |
| SAN JOAQUIN | $1,506,323 | $1,011,967 | $223,496 | $11,439,015 | $279,989 | $9,042,689 | $8,265,457 | $440,081 | $32,209,017 | 1.960164489% |
| SAN LUIS OBISPO | $759,112 | $455,148 | $81,308 | $5,780,285 | $226,142 | $2,207,712 | $3,268,273 | $115,177 | $12,893,157 | 0.784647009% |
| SAN MATEO | $1,132,961 | $1,113,253 | $200,885 | $7,938,042 | $468,815 | $2,267,687 | $2,681,389 | $189,097 | $15,992,129 | 0.973243099% |
| SANTA BARBARA | $290,965 | $599,977 | $127,922 | $4,568,814 | $346,381 | $2,323,326 | $4,153,644 | $135,806 | $12,546,835 | 0.763370669% |
| SANTA CLARA | $2,207,091 | $2,117,175 | $521,360 | $29,492,221 | $1,042,050 | $11,370,187 | $13,341,198 | $378,195 | $60,469,477 | 3.680029149% |
| SANTA CRUZ | $499,798 | $343,437 | $81,308 | $3,248,133 | $276,285 | $2,640,594 | $2,427,325 | $118,616 | $9,635,496 | 0.586393469% |
| SHASTA | $474,203 | $483,726 | $81,308 | $3,302,123 | $177,308 | $3,877,939 | $2,786,791 | $116,897 | $11,300,295 | 0.687709199% |
| SIERRA | $2,998 | $103,155 | $65,046 | $409,319 | $8,753 | $18,486 | $43,443 | $1,719 | $652,919 | 0.039735100% |
| SISKIYOU | $183,553 | $119,857 | $65,046 | $1,064,918 | $23,219 | $744,282 | $708,816 | $27,505 | $2,937,196 | 0.178750799% |
| SOLANO | $366,559 | $585,646 | $141,639 | $4,390,905 | $230,669 | $2,158,119 | $2,599,371 | $115,177 | $10,588,085 | 0.644365779% |
| SONOMA | $1,365,216 | $689,702 | $139,750 | $6,434,098 | $149,410 | $4,193,765 | $6,086,695 | $183,940 | $19,242,576 | 1.171057609% |
| STANISLAUS | $389,666 | $750,152 | $179,935 | $8,288,244 | $230,564 | $3,758,939 | $3,854,528 | $213,164 | $17,665,192 | 1.075061749% |
| SUTTER | $287,857 | $156,936 | $75,883 | $1,963,882 | $42,826 | $1,718,554 | $1,009,466 | $51,572 | $5,306,976 | 0.322969999% |
| TEHAMA | $302,850 | $135,820 | $75,883 | $1,901,344 | $48,059 | $1,408,309 | $1,025,720 | $68,763 | $4,966,748 | 0.302264529% |
| TRINITY | $80,960 | $113,269 | $65,046 | $1,055,244 | $15,864 | $209,477 | $258,873 | $10,314 | $1,809,047 | 0.110094329% |
| TULARE | $480,964 | $649,461 | $163,566 | $8,379,340 | $358,327 | $5,110,518 | $4,160,356 | $197,693 | $19,500,225 | 1.186737509% |
| TUOLUMNE | $281,860 | $121,930 | $75,883 | $1,000,325 | $25,865 | $931,625 | $426,568 | $22,348 | $2,886,404 | 0.175659719% |
| VENTURA | $378,834 | $999,954 | $269,253 | $6,942,159 | $328,231 | $4,245,807 | $5,099,707 | $192,535 | $18,456,480 | 1.123217669% |
| YOLO | $406,838 | $268,849 | $81,308 | $2,217,044 | $137,245 | $3,496,543 | $1,582,089 | $55,010 | $8,244,926 | 0.501766679% |
| YUBA | $176,950 | $133,665 | $75,883 | $2,553,944 | $65,999 | $2,136,936 | $753,314 | $51,573 | $5,948,264 | 0.361997269% |
| SANTA CLARA -59TH CO | | | | | | | | | $32,721,000 | 1.991322158% |
| TOTAL | $56,393,954 | $54,563,000 | $13,395,000 | $664,532,998 | $38,332,788 | $377,485,390 | $387,569,168 | $18,186,000 | $1,643,379,298 | 100.000000000% |

# 2011 Protective Services Realignment Tracking

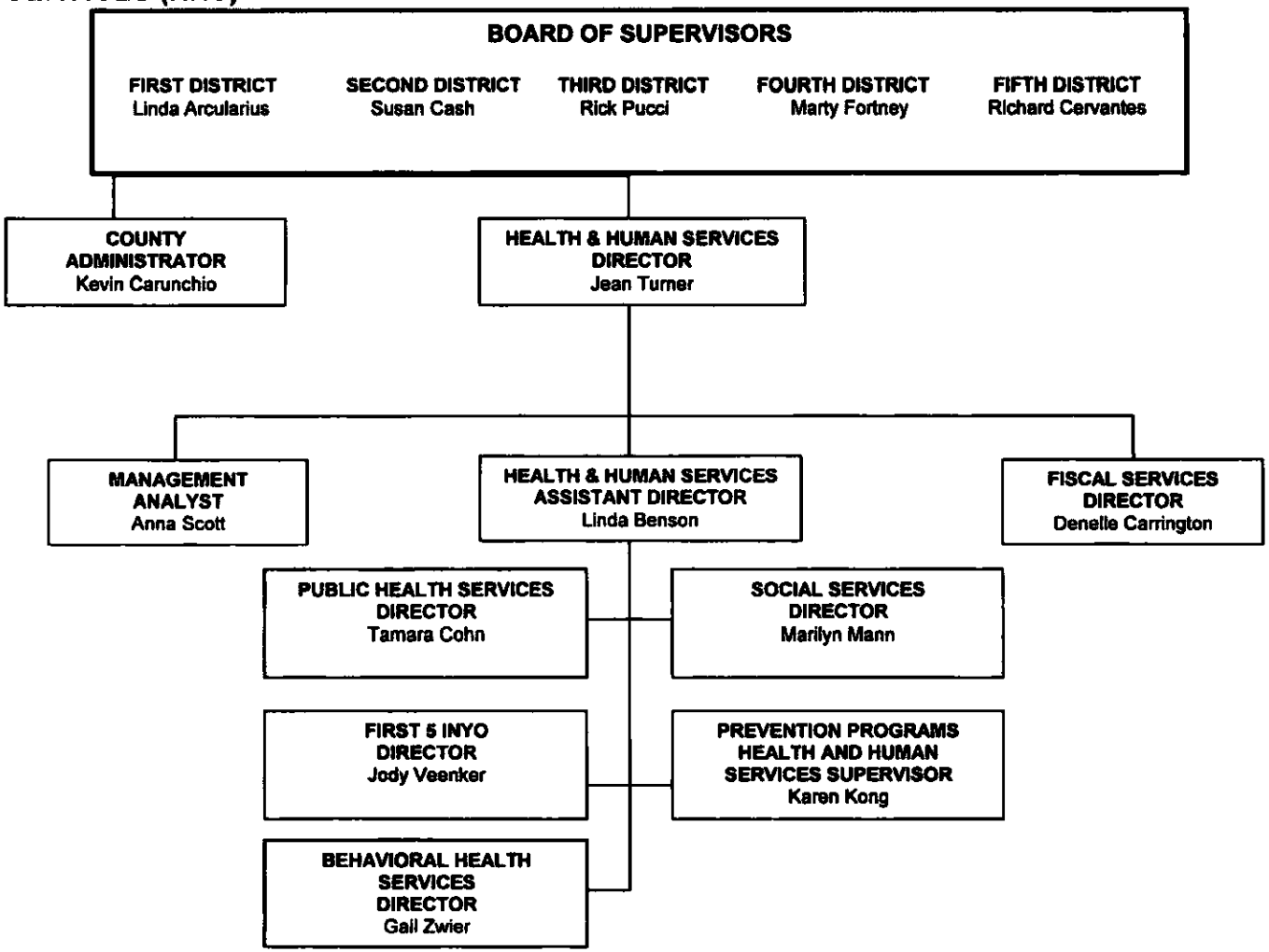
| Actuals Received in 2011/12 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Adoptions | Adult Protective Services | Child Abuse Prevention | Child Welfare Services | Foster Care Administration | Adoption Assistance | Foster Care Assistance | AB12 Distribution | |
| $ - | $ 105,091.01 | $ 65,045.99 | $ 660,700.13 | $ 20,719.12 | $ 20,612.08 | $ 238,961.56 | $ - | $ 1,111,129.89 |
| **Allocations for 2012/13** | | | | | | | | |
| $ - | $ 104,256.00 | $ 65,046.00 | $ 654,834.00 | $ 19,809.00 | $ 16,640.00 | $ 318,623.00 | $ 18,910.00 | $ 1,198,118.00 |
| | | | | | | | | |
| $ - | $ (835.01) | $ 0.01 | $ (5,866.13) | $ (910.12) | $ (3,972.08) | $ 79,661.44 | $ 18,910.00 | $ 86,988.11 |

9/19/2012

COUNTY OF INYO

# HEALTH & HUMAN SERVICES (HHS)

ADMINSTRATION



For Clerk's Use Only:
AGENDA NUMBER

19

# 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 – Emergency Medical Services

**FOR THE BOARD MEETING OF:** **September 25, 2012**

**SUBJECT:** Approval of Joint Powers Agreement for Emergency Medical Services

## ***DEPARTMENTAL RECOMMENDATION:***
Recommend Board (1) approve the Joint Powers Agreement between the counties of San Bernadino, Mono and Inyo for the purpose of providing for the operation and management of a multi-county emergency medical services system, and delineating responsibilities for such operation and management, effective upon approval by all three entities; and (2) authorize the Chairperson to sign.

## ***CAO RECOMMENDATION:***

## ***SUMMARY DISCUSSION:***
Original Joint Powers Agreements (JPAs) were executed in 1975, 1984 and 1988. This updated JPA reflects evolutional changes within California about the operation, management and provision of emergency medical services (EMS), and continues Inyo's participation in the jointly created entity known as the Inland Counties Emergency Medical Agency (ICEMA). This agreement, if approved, will remain in effect until terminated by the withdrawal of two or more members of the JPA. The Board of Directors will continue to be the San Bernadino County Board of Supervisors.

ICEMA will continue the designation as the "Local EMS Agency", and as such, is responsible for the planning, implementation and evaluation of our EMS system, consistent with State law and guidelines. ICEMA remains responsible for providing liaison activities with member Boards of Supervisors, local Emergency Medical Care Committees (EMCC), and local medical providers. A more complete list of ICEMA functions is detailed on page 10 of 14 of the JPA document. The HHS Department fully supports ICEMA's continued role here as we do not have the expertise, nor is Inyo's share of the EMS funding adequate to provide the required management, oversight and operation of our own emergency medical system. ICEMA staff historically travel here at least bi-monthly to meet with staff and our Inyo EMCC; they provide local ambulance inspections, keep us informed about changing ambulance protocols and EMS legislation. In short, their staff have been very responsive to Inyo's concerns and they work with us as diligent partners.

Exclusive Operating Areas (EOAs) for the provision of ambulance services in a specific county remain as designated by that member county's Board of Supervisors. Further, in accordance with Section 5.03 (page 11 of 14), the member county's Board of Supervisors shall recommend the selected ambulance service providers, following any Request for Proposal (RFP) for ambulance providers within that member county.

***ALTERNATIVES:***

Board could choose not to execute the contract, requiring local County staff to provide the required tasks, for which we neither have the expertise nor would there be adequate funding.

***OTHER AGENCY INVOLVEMENT:***

Counties of Mono and San Bernadino and the Emergency State Medical Authority (EMSA)

***FINANCING:***

There is no funding involved in the execution of this JPA.

| **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.)*<br>Approved: _____ Date: 9/19/12 |
| **AUDITOR/CONTROLLER:** | **ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)*<br>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.)*<br>Approved: _____ Date: _____ |
| **BUDGET OFFICER:** | **BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)*<br>Approved: _____ Date: _____ |

***DEPARTMENT HEAD SIGNATURE:***
**(Not to be signed until all approvals are received)** Jean Turner Date: 9-19-12

**INLAND COUNTIES EMERGENCY MEDICAL AGENCY**

**STANDARD CONTRACT**

*FOR OFFICIAL USE ONLY*

| ☒ New ☐ Change ☐ Cancel | Vendor Code | SC | Dept. SMI | A | Contract Number |
|---|---|---|---|---|---|
| INLAND COUNTIES EMERGENCY MEDICAL AGENCY | | Dept. SMI | Orgn. ICM | | Contractor's License No. |
| Contract Representative: Thomas G. Lynch, EMS Administrator | | Telephone: (909) 388-5823 | | | Total Contract Agreement: $ |

Contract Type: ☐ Revenue ☐ Encumbered ☐ Unencumbered ☒ Other:

If not encumbered or revenue contract type, provide reason:

| Commodity Code | Contract Start Date | Contract End Date | Original Agreement | Amendment Agreement |
|---|---|---|---|---|
| | | | $ | $ |

| Fund | Dept. | Organization | Appr. | Obj/Rev Source | GRC/PROJ/JOB No | Agreement |
|---|---|---|---|---|---|---|
| | | | | | | $ |
| Fund | Dept. | Organization | Appr. | Obj/Rev Source | GRC/PROJ/JOB No. | Agreement |
| | | | | | | $ |
| Fund | Dept. | Organization | Appr. | Obj/Rev Source | GRC/PROJ/JOB No. | Agreement |
| | | | | | | $ |

| Project Name | Estimated Payment Total by Fiscal Year | | | | | |
|---|---|---|---|---|---|---|
| ICEMA Joint Powers Agreement | FY | Agreement | I/D | FY | Agreement | I/D |
| | | | | | | |
| | | | | | | |
| | | | | | | |

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called County and

Name: County of Inyo — hereinafter called

Address: 163 May Street — Inyo County

Bishop, CA 93514

Telephone: (760) 873-3305 — Federal ID No. or Social Security No.:

and

Name: County of Mono — hereinafter called

Address: P.O. Box 3329 — Mono County

Mammoth Lakes, CA 93546

Telephone: (760) 924-1830 — Federal ID No. or Social Security No.:

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

**JOINT EXERCISE OF POWERS AGREEMENT**

TABLE OF CONTENTS


RECITALS ..... 4
ARTICLE I ..... 5
DEFINITIONS ..... 5
Section 1.01. Definitions ..... 5
ARTICLE II ..... 6
GENERAL PROVISIONS REGARDING ..... 6
PURPOSE, CREATION AND OPERATION OF ICEMA ..... 6
Section 2.01. Purpose ..... 6
Section 2.02. Term ..... 6
Section 2.03. Creation of ICEMA ..... 6
Section 2.04. Board of Directors ..... 6
Section 2.05. Meetings of the Board ..... 6
Section 2.06. Minutes ..... 6
Section 2.07. Quorum; Required Votes ..... 6
Section 2.08. Annual Budget ..... 6
Section 2.09. Annual Operational and Fiscal Report ..... 7
Section 2.10. Withdrawal of Member ..... 7
ARTICLE III ..... 7
OFFICERS AND EMPLOYEES ..... 7
Section 3.01. Chair and Vice-Chair ..... 7
Section 3.02. Secretary ..... 7
Section 3.03. Treasurer; Auditor-Controller ..... 7
Section 3.04. Executive Officer; Employment of Staff ..... 7
Section 3.05. Medical Director ..... 7
Section 3.06. Officers in Charge of Records, Funds and Accounts ..... 8
Section 3.07. Legal Advisor ..... 8
Section 3.08. Officers and Employees of ICEMA ..... 8
ARTICLE IV ..... 8
POWERS ..... 8
Section 4.01. General Powers ..... 8
Section 4.02. Specific Powers ..... 8
Section 4.03. Restrictions on Powers ..... 9
Section 4.04. Obligations of ICEMA ..... 9
Section 4.05 Claims ..... 9
ARTICLE V ..... 9
REGIONAL EMERGENCY MEDICAL SERVICES SYSTEM MANAGEMENT ..... 9
Section 5.01. Agency Designation ..... 9
Section 5.02. Agency Functions ..... 10
Section 5.03. Exclusive Operating Areas ..... 11
ARTICLE VI ..... 11
CONTRIBUTIONS, ASSETS AND DISTRIBUTION UPON TERMINATION ..... 11
Section 6.01. Contributions ..... 11
Section 6.02. Distribution of Assets upon Termination ..... 11

ARTICLE VII ..... 11
INDEMNIFICATION AND INSURANCE ..... 11
Section 7.01. ICEMA Indemnification of Members ..... 11
Section 7.02. Member Indemnification ..... 12
Section 7.03. Insurance ..... 12
Section 7.04. Third Party Beneficiaries ..... 12
ARTICLE VIII ..... 12
MISCELLANEOUS PROVISIONS ..... 12
Section 8.01. Notices ..... 12
Section 8.02. Law Governing ..... 13
Section 8.03. Amendments ..... 13
Section 8.04. Severability ..... 13
Section 8.05. Successors ..... 13
Section 8.06. Section Headings ..... 13
Section 8.07. Multiple Counterparts ..... 13

**INLAND COUNTIES EMERGENCY MEDICAL AGENCY**
**JOINT EXERCISE OF POWERS AGREEMENT**

FOR THE OPERATION AND MANAGEMENT OF AN
EMERGENCY MEDICAL SERVICES SYSTEM IN THE
COUNTIES OF INYO, MONO, AND SAN BERNARDINO AND ESTABLISHING
THE INLAND COUNTIES EMERGENCY MEDICAL AGENCY

THIS JOINT EXERCISE OF POWERS AGREEMENT, dated as of _____, 2012 (this "Agreement"), is entered into by and among the County of Inyo ("Inyo"), the County of Mono ("Mono"), and the County of San Bernardino ("San Bernardino"), each a body corporate and politic.

## RECITALS

WHEREAS, Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code, permits two or more public agencies to enter into an agreement for the joint exercise of powers; and

WHEREAS, the parties hereto, together with the County of Riverside ("Riverside"), previously entered into that certain Joint Powers Agreement Between the Counties of San Bernardino, Riverside, Mono, and Inyo, Creating the Inland Counties Emergency Medical Authority, dated April 8, 1975 (the "1975 JPA"), by and between San Bernardino, Riverside, Inyo and Mono; and

WHEREAS, the parties to the 1975 JPA subsequently entered into that certain Joint Exercise of Powers Agreement for the Purpose of Providing for the Operation and Management of an Emergency Medical Services System in the Counties of Inyo, Mono, Riverside and San Bernardino and Creating the Inland Counties Emergency Medical Agency, dated December 10, 1984 (the "1984 JPA"), by and between Inyo, Mono, Riverside and San Bernardino, which superseded the 1975 JPA; and

WHEREAS, the parties hereto entered into that certain Joint Exercise of Powers Agreement for the Purpose of Providing for the Operation and Management of an Emergency Medical Services System in the Counties of Inyo, Mono and San Bernardino and Creating the Inland Counties Emergency Medical Agency, dated April 25, 1988 (the "1988 JPA"), by and between Inyo, Mono and San Bernardino, which superseded the 1984 JPA; and

WHEREAS, there now exists within the area of jurisdiction of the Parties hereto, a joint powers agency known as the Inland Counties Emergency Medical Agency ("ICEMA") established by the 1975 JPA and continued by the 1984 JPA and continued further by the 1988 JPA; and

WHEREAS, there continues to exist an urgent and demonstrated need to maintain a multi-county Emergency Medical Services (EMS) program in order to continue to improve Emergency Medical Services and to jointly undertake necessary solutions; and

***Auditor/Controller-Recorder Use Only***

| ☐ Contract Database | ☐ FAS |
|---|---|
| Input Date | Keyed By |
| | |

WHEREAS, the Parties hereto desire to further delineate local EMS agency responsibilities in accordance with the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (as defined herein below), and to continue jointly exercising the powers common to the Parties with respect to the EMS program and the EMS Act; and

WHEREAS, the Parties intend that this Agreement will supersede and replace all prior joint exercise of powers agreements by and among the Parties relating to ICEMA.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and agreements herein contained, the parties hereto do hereby agree as follows:

## ARTICLE I

## DEFINITIONS

**Section 1.01. Definitions.** Unless the context otherwise requires, the words and terms defined in this Article I shall, for the purpose hereof, have the meanings herein specified.

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code.

"Agreement" means this Joint Exercise of Powers Agreement.

"Auditor-Controller" means the Auditor-Controller of ICEMA appointed pursuant to Section 3.03.

"Board" or "Board of Directors" means the Board of Directors of ICEMA referred to in Section 2.04, which shall be the governing body of ICEMA.

"EMS Act" means the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (Section 1797, et seq. of the Health and Safety Code).

"Executive Officer" means the Executive Officer of ICEMA appointed pursuant to Section 3.04.

"Fiscal Year" means the period from July 1st to and including the following June 30th.

"ICEMA" means the public entity known as the Inland Counties Emergency Medical Agency established pursuant to Article II of this Agreement.

"Medical Director" means the Medical Director of ICEMA appointed pursuant to Section 3.06.

"Member" means, individually, each of the County of Inyo, the County of Mono, and the County of San Bernardino.

"Members" means, collectively, the County of Inyo, the County of Mono, and the County of San Bernardino.

"Secretary" means the Secretary of ICEMA appointed pursuant to Section 3.02.

"State" means the State of California.

"Treasurer" means the Treasurer of ICEMA appointed pursuant to Section 3.03.

## ARTICLE II

## GENERAL PROVISIONS REGARDING PURPOSE, CREATION AND OPERATION OF ICEMA

**Section 2.01. Purpose.** This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500, relating to the joint exercise of powers common to the public agencies, in this case the Counties of Inyo, Mono, and San Bernardino. The three (3) counties each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to exercise such powers for the continued provision of overall systems management and evaluation of a multi-county EMS system by and through a joint powers agency within the territorial and jurisdictional boundaries of the Members, as authorized by Section 1797.200 of the EMS Act.

**Section 2.02. Term.** This Agreement shall become effective when it has been approved by the Boards of Supervisors of all the Members. This Agreement shall continue in full force and effect until terminated by the withdrawal of two (2) or more Members.

**Section 2.03. Creation of ICEMA.** Pursuant to the Act, there is hereby continued a public entity known as the "Inland Counties Emergency Medical Agency", hereinafter referred to as "ICEMA." ICEMA is and shall continue to be a public entity separate and apart from the Members and shall administer this Agreement.

**Section 2.04. Board of Directors.** The Board of Supervisors of the County of San Bernardino shall serve as the Board of Directors of ICEMA. The Board of Directors shall govern ICEMA.

**Section 2.05. Meetings of the Board.** The date, hour and place of the holding of meetings of the Board shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each party hereto. Notice of the conduct of meetings shall be in accordance with the provisions of the Ralph M. Brown Act commencing with Section 54950 of the Government Code. The Board of Directors of ICEMA shall hold at least one regular meeting each year.

**Section 2.06. Minutes.** The Secretary shall cause to be kept minutes of the meetings of the Board, and of the Members, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Member.

**Section 2.07. Quorum; Required Votes.** A majority of the Board of Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the seated Directors present at any meeting in which a quorum is present shall be required to take any action by the Board.

**Section 2.08. Annual Budget.** The Board shall adopt an annual budget for each Fiscal Year. Prior to adoption, the draft regional funding budget shall be provided to each Member for review.

**Section 2.09. Annual Operational and Fiscal Report.** The Board shall cause an annual operational report and annual fiscal report to be prepared and provided to each Member.

**Section 2.10. Withdrawal of Member.** Any Member may withdraw from ICEMA and terminate its participation in this Agreement by giving a minimum of six (6) months prior written notice to all other Parties, provided that the withdrawing Party shall pay its proportionate share of indebtedness which has been incurred while the withdrawing Party was a Party to this Agreement. Upon the effective date of withdrawal, this Agreement shall be deemed automatically amended to reflect the deletion of the withdrawing Member. Withdrawal shall not relieve the withdrawing Member of any financial obligations or liability arising prior to withdrawal.

## ARTICLE III

## OFFICERS AND EMPLOYEES

**Section 3.01. Chair and Vice-Chair.** The Chair and Vice-Chair of the County of San Bernardino Board of Supervisors shall be the Chair and Vice-Chair of the Board, respectively. The Chair shall sign all contracts on behalf of ICEMA, except as otherwise set forth in this Agreement, and shall perform such other duties as may be imposed by the Board. The Vice-Chair shall sign contracts and perform all of the Chair's duties in the absence of the Chair.

**Section 3.02. Secretary.** The Secretary to the Board of Directors shall be the Clerk of the Board of Supervisors of the County of San Bernardino. The Secretary shall serve at the pleasure of the Board. The Secretary shall countersign all contracts signed by the Chair or Vice-Chair on behalf of ICEMA. The Secretary shall cause a notice of this Agreement to be filed with the California Secretary of State pursuant to Section 6503.5 of the Act and Section 53051 of the California Government Code. The Secretary shall be responsible to the Board for the call, noticing and conduct of the meetings pursuant to the Ralph M. Brown Act (Section 54950 et seq. of the California Government Code).

**Section 3.03. Treasurer; Auditor-Controller.** Pursuant to Section 6505.5 of the Act, the San Bernardino County Treasurer is hereby designated as the Treasurer of ICEMA. The Treasurer shall be the depository, shall have custody of all of the money of ICEMA from whatever source, and shall have the duties and obligations of Treasurer as set forth in Sections 6505 and 6505.5 of the Act. As provided in Section 6505.5 of the Act, given the appointment of the Treasurer, the officer performing the functions of auditor or controller shall be the San Bernardino County Auditor/Controller, who shall have the duties assigned to the auditor or controller in Sections 6505 and 6505.5 of the Act, including the duty to "contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of [ICEMA]". As further provided in Section 6505.5 of the Act, the San Bernardino County Board of Supervisors "shall determine charges to be made against [ICEMA] for the services of the treasurer and auditor."

**Section 3.04. Executive Officer; employment of staff.** The Chief Executive Officer of the County of San Bernardino, or a Deputy Executive Officer designated by the Chief Executive Officer, shall be the Executive Officer of ICEMA. The Board of Directors shall also employ sufficient staff to carry out the obligations of ICEMA. The employees performing services for ICEMA shall be employees of the County of San Bernardino, whose work for ICEMA shall be funded by ICEMA. The personnel rules and policies

of the County of San Bernardino shall apply to employees of the County of San Bernardino who are performing services for ICEMA.

**Section 3.05. Medical Director.** The Board of Directors shall appoint a full or part-time licensed physician and surgeon as Medical Director of ICEMA. The Medical Director shall have the duties and obligations as set forth in the EMS Act.

**Section 3.06. Officers in Charge of Records, Funds and Accounts.** Pursuant to Section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of ICEMA and all records of ICEMA relating thereto. ICEMA's expenditures and revenues shall be maintained in a separate budget unit. The Secretary shall have charge of, handle and have access to, all other records of ICEMA. Public officers or persons who have charge of, or who handle or have access to, any property of ICEMA shall file an official bond in the same amount as is required of public officers of the County of San Bernardino.

**Section 3.07. Legal Advisor.** The San Bernardino County Counsel shall serve as legal advisor and counsel to ICEMA.

**Section 3.08. Officers and Employees of ICEMA.** As provided in Section 6513 of the Act, all of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of ICEMA to the same degree and extent while engaged in the performance of any of the functions and other duties of such offices, agents or employees under this Agreement.

## ARTICLE IV

## POWERS

**Section 4.01. General Powers.** ICEMA shall exercise, in the manner herein provided, the powers which are common to each of the Members, or as otherwise permitted under the Act, and, necessary to the accomplishment of the purpose, as provided in Section 2.01 of this Agreement. As provided in the Act, ICEMA shall be a public entity separate from the Members.

**Section 4.02. Specific Powers.** ICEMA is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing general powers, including but not limited to, any or all of the following:

(a) to make and enter into contracts;

(b) to employ agents or employees;

(c) to sue and be sued in its own name;

(d) to incur debts, liabilities or obligations, provided that no such debt, liability, or obligation shall constitute a debt, liability or obligation of the Members;

(e) to apply for, accept, receive and disburse grants, loans, contributions and other aid from any agency of the United States of America, the State, local government, or a private entity;

(f) to invest any money in the treasury pursuant to Section 6509.5 of the Act which is not required for the immediate necessities of ICEMA, as ICEMA determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to section 53601 of the California Government Code; and

(g) to carry out and enforce all the provisions of this Agreement.

**Section 4.03. Restrictions on Powers.** Pursuant to Section 6509 of the Act, the above powers shall be subject to the restrictions upon the manner of exercising the power of one of the Members, which shall be designated as San Bernardino County.

**Section 4.04. Obligations of ICEMA.** The debts, liabilities and obligations of ICEMA shall not be the debts, liabilities and obligations of the Members.

**Section 4.05 Claims.**

(a) All claims against ICEMA including but not limited to claims by public officers and employees for fees, salaries, wages, mileage or other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the Government Code or in accordance with claims procedures approved by the Auditor-Controller of ICEMA and established by the Board pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code. The Board shall adopt a regulation requiring that all claims shall be so filed.

(b) The Auditor-Controller shall audit and allow claims without prior approval of the Board in any of the following cases:

1. Claims that are based on the duly approved ICEMA budget; and

2. Expenditures which have been authorized by ICEMA's Executive Officer.

The Auditor-Controller shall require certification by the requisitioning or receiving employee that goods and/or services have been received as contracted for in accordance with the applicable authorization described above.

## ARTICLE V

## REGIONAL EMERGENCY MEDICAL SERVICES SYSTEMS MANAGEMENT

**Section 5.01. Agency Designation.** ICEMA is hereby designated as the Local EMS Agency by each of the Parties to this Agreement and as such is responsible for the planning, implementation and evaluation of EMS System, consistent with State Guidelines and the EMS Act.

**Section 5.02. Agency Functions.** ICEMA shall perform all of the following duties, obligations and functions, including but not limited to:

(a) ICEMA shall perform all duties described and outlined for Local EMS Agencies in Division 2.5 of the Health and Safety Code and other applicable statutes and regulations, subject to 5.03 below.

(b) ICEMA shall provide an organizational and committee structure which fosters inter-agency and intra-agency coordination and maintains an effective working relationship between individuals and groups.

(c) ICEMA shall provide liaison with Member's Boards of Supervisors, Emergency Medical Care Committees and providers to plan effective program variations which meet specific county, provider and patient needs and shall keep Members informed through regular meetings and correspondence of legal, policy, or other issues affecting ICEMA or the provision of emergency medical services within Members' counties.

(d) ICEMA shall periodically assess designated facilities to assure that listed treatment capability is current and modifications of triage and treatment guidelines reflect current medical practice.

(e) ICEMA shall monitor EMS legislative activities on behalf of the Member counties at the State and local levels.

(f) ICEMA shall provide for data collection, analysis and dissemination to assure a factual basis for multi-county program activities.

(g) In conjunction with its Members, ICEMA shall evaluate multi-county systems effectiveness and service delivery to patients through patient care audits, monitoring of field treatment activities and patient disposition as it relates to their specific medical condition.

(h) ICEMA shall research availability of funds, institute applications where appropriate, and manage its budget in accordance with San Bernardino County policies and specific requirements of funding sources.

(i) ICEMA shall provide for coordination of multi-county EMS systems public education programs and related public relations.

(j) In conjunction with the local Health Departments of Member counties, ICEMA shall coordinate medical and hospital disaster preparedness with other local, state, and federal agencies and departments having a responsibility relating to disaster response.

(k) ICEMA shall comply with all other relevant requirements as stated in the EMS Act.

**Section 5.03. Exclusive Operating Areas**. ICEMA shall maintain or modify exclusive operating areas in accordance with the following:

a) The boundaries of exclusive operating areas shall be maintained as exist in the Member counties as of the date of this Agreement, unless their modification is recommended by the board of supervisors of the county in which they are and such modification is reviewed and approved by ICEMA and the California Emergency Medical Services Authority.

(b) An exclusive operating area may be modified by recommendation of the board of supervisors of the county in which the exclusive operating area is located and upon review and approval by ICEMA and the California Emergency Medical Services Authority.

(c) Within ICEMA's jurisdiction, there currently exist exclusive operating areas in which service is provided by existing providers who operate in the manner and scope in which the services have been provided without interruption since January 1, 1981. Such exclusive operating areas will continue to be served by the existing providers, unless otherwise required by law. As for all other exclusive operating areas, and for those in which existing providers cease operations a competitive selection process may be utilized to select a provider to serve an exclusive operating area on recommendation of the board of supervisors of the county in which the exclusive operating area is located and upon review and approval by ICEMA and the California Emergency Medical Services Authority.

(d) Regarding exclusive operating areas in which competitive selection of service providers is utilized, staff of the county in which the exclusive operating area is located shall actively participate in the selection process. Service providers shall be selected upon recommendation of the board of supervisors of the county in which the exclusive operating area is located and by action of the Board.

## ARTICLE VI

## CONTRIBUTIONS, ASSETS AND DISTRIBUTION UPON TERMINATION

**Section 6.01. Contributions.** The Members may but are not required to make contributions from their treasuries for the purpose set forth in Section 2.01, make payments of public funds to defray the cost of such purpose, make advances of public funds for such purpose, and/or use personnel, equipment or property in lieu of other contributions or advances. The provisions of Section 6512 of the Act are hereby incorporated into this Agreement by this reference.

**Section 6.02. Distribution of Assets upon Termination.** Upon termination of this Agreement and after resolution of all debts, liabilities and obligations, all property, both real and personal, of ICEMA, except funded equipment in ICEMA's possession for use under this Agreement, shall be divided among the Members in proportion to each Member's contributions determined as of the time of termination.

## ARTICLE VII

## INDEMNIFICATION AND INSURANCE

**Section 7.01. ICEMA Indemnification of Members**. ICEMA shall indemnify, defend and hold harmless each of the Members and their authorized officers, employees, agents and volunteers from any and all

claims, actions, losses, damages and/or liability arising from ICEMA's acts, errors or omissions and for any costs or expenses incurred by the Member(s) on account of any claim therefore, except where such indemnification is prohibited by law.

**Section 7.02. Member Indemnification.** Pursuant to the provisions of California Government Code section 895 et seq., and except as provided in Section 7.01 herein, each Member agrees to defend, indemnify and hold harmless each other Member from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful act or omission of any agent, officer and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

**Section 7.03. Insurance.** The Board shall provide for insurance covering liability exposure in an amount as the Board determines necessary to cover risks of activities of ICEMA. The Board may satisfy this obligation by purchasing insurance or by participating in a program of self-insurance pursuant to Government Code Section 990.4, either in its own right or under the self-insurance program of the County of San Bernardino.

**Section 7.04. Third Party Beneficiaries.** This Agreement and the obligations herein are not intended to benefit any party other than its Members, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under the Agreement, except as expressly stated in this Agreement.

## ARTICLE VIII

## MISCELLANEOUS PROVISIONS

**Section 8.01. Notices.** Notices hereunder shall be in writing and shall be sufficient if addressed to the offices listed below and shall be deemed given upon deposit into the U.S. mail, first class, postage prepaid:

Inyo County
Department of Health and Human Services
163 May Street
Bishop, CA 93514

Mono County
Paramedic Chief
PO Box 3329
Mammoth Lakes, CA 93546

San Bernardino County
Inland Counties Emergency Medical Agency
1425 S. D Street
San Bernardino, CA 92415-0060

The Members and ICEMA may change the above addresses for notice purposes by written notification as provided above to each of the other Members and ICEMA. Said change of address shall be filed with ICEMA's Bylaws. Meeting notices and general correspondence may be served electronically.

**Section 8.02. Law Governing.** This Agreement is made in the State of California under the constitution and laws of the State, and is to be so construed.

**Section 8.03. Amendments.** This Agreement may be amended at any time, or from time to time, by one or more supplemental agreements executed by mutual agreement of the Boards of Supervisors of the Members hereto.

**Section 8.04. Severability.** Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

**Section 8.05. Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. None of the Members may assign any right or obligation hereunder without the written consent of the others.

**Section 8.06. Section Headings.** All article and section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

**Section 8.07. Multiple Counterparts.** This Agreement is executed in multiple counterparts, any one of which shall be deemed an original for any purpose.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

**SAN BERNARDINO COUNTY**

► _____
Josie Gonzales, Chair, Board of Directors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Laura H. Welch, Secretary

By _____
*Deputy*

**MONO COUNTY**

By ► _____
Hap Hazard, Chair, Mono County
Board of Supervisors

Name _____
*(Print or type name of person signing MOU)*

Title _____
*(Print or Type)*

Dated: _____

Address _____

_____

**INYO COUNTY**

► _____
Marty Fortney, Chair, Inyo County
Board of Supervisors

Name _____
*(Print or type name of person signing MOU)*

Title _____

Dated: _____

Address _____

_____

►

| Approved as to Legal Form | Reviewed by Contract Compliance | Presented to Board for Signature |
|---|---|---|
| ► _____ Counsel | ► _____ | ► _____ |
| Date _____ | Date _____ | Date _____ |

For Clerk's Use Only:
AGENDA NUMBER

20

# AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

**FROM:** HEALTH & HUMAN SERVICES – Public Health

**FOR THE BOARD MEETING OF:** September 25, 2012

**SUBJECT: Request Board approval to pay Annual Catastrophic Inmate Medical Insurance premium**

## ***DEPARTMENTAL RECOMMENDATION:***
Request your Board authorize Health and Human Services to purchase Catastrophic Inmate Medical Insurance (CIMI) for one year, beginning October 1, 2012 and ending September 30, 2013, provided by Unimerica Life Insurance Company in the amount of $16,646, contingent upon the adoption of the FY 12/13 budget, and authorize the chairperson to sign the Application for Excess Loss Insurance and the Inmate Medical Benefit Plan Document.

## ***CAO RECOMMENDATION:***

## ***SUMMARY DISCUSSION:***
Public Safety Realignment in California is expected to impact local jail costs as inmates who would have been sentenced to state prison terms for some non-violent felonies will now receive County jail sentences. The makeup of the current inmate population may significantly change because felons can be sentenced to longer sentences in county jail, potentially exposing the county to more medical claims and higher medical costs.

In Inyo County, jail medical costs are paid for with Public Health 1991 Realignment funding. This funding is also used to cover Public Health program costs, and to provide a match for state Maternal Child Adolescent Health (MCAH) revenue. To help offset the risk of higher medical costs in the jail, Health and Human Services obtained quotes for Catastrophic Inmate Medical Insurance. Though HHS has looked into securing CIMI coverage in the past, the coverage has not been deemed cost effective. However, due to longer inmate sentences in county jail and potentially higher-risk inmates with more severe medical conditions, HHS is interested in purchasing a CIMI policy with a $50,000 deductible for one year to mitigate risk. This unique coverage is offered through the California State Association of Counties' Excess Insurance Authority (CSAC EIA) to California counties.

## ***ALTERNATIVES:***
The Board could chose not to allow HHS to obtain CIMI and that cost containment option would not be available to protect Public Health money that is used to fund other mandated services.

## ***OTHER AGENCY INVOLVEMENT:***
Sheriff's Department, Courts, Probation

***FINANCING:***

Health Realignment Funds. This is budgeted in Public Health (045100) in the Professional Services object code (5265). No County General Fund.

| **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.)*<br>Approved: yes Date: 9/7/2012 |
| **AUDITOR/CONTROLLER:** | **ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)*<br>Approved: Date: 9/19/12 |
| **PERSONNEL DIRECTOR:** N/A | **PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)*<br>Approved: Date: |
| **BUDGET OFFICER:** N/A | **BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)*<br>Approved: Date: |

***DEPARTMENT HEAD SIGNATURE:*** Jean Turner Date: 9-19-12

**Not to be signed until all approvals are received)**

# UNIMERICA LIFE INSURANCE COMPANY

A Stock Company
Administrative Offices: 6300 Olson Memorial Highway, Golden Valley, MN 55427

Phone: 1-800-454-0233

## APPLICATION FOR EXCESS LOSS INSURANCE

The undersigned Applicant requests the Excess Loss Insurance Benefits shown herein and provided by Unimerica Life Insurance Company, and agrees to be bound by the terms and provisions of the Excess Loss Insurance Policy.

**Full Legal Name of Applicant:** County of Inyo
**Address:** 550 South Clay Street, Independence, CA 93526
**Key Contact:** Anna Scott **Telephone:** 760-873-3305 **Tax ID:** 95-6005445

**Applicant is a:** ☐ **Corporation** ☐ **Labor Union** ☐ **Partnership** ☐ **Association** ☐ **Proprietorship** ☒ **Other:** Gov't Org.
**Nature of Business of the Group to be Insured:** Correctional Facility **Requested Effective Date:** October 1, 2012

**Total number of eligible persons: Employees:** _____ **Retirees:** n/a
**Are retirees covered:** ☐ **Yes** ☒ **No.**

**Affiliates or Subsidiaries:** **Addresses of Affiliates or Subsidiaries:**

**Full Name of Administrator:** Hunt Insurance Group, LLC
**Address:** 3606 Maclay Bouelvard South, Tallahassee, FL 32312
**Key Contact:** David Dunbar **Telephone:** 850-385-3636
**Agent or Broker:** David Dunbar / Hunt Insurance Group, LLC
**Tax ID:** 20-4479175
**Address:** 3606 Maclay Boulevard South, Tallahassee, FL 32312

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**SPECIFIC EXCESS LOSS INSURANCE:** ☒ **YES** ☐ **NO**

**Benefit Period**: Covered Expenses Incurred from October 1, 2012 through September 30, 2013 and Paid from October 1, 2012 through March 31, 2014.

**Specific Deductible:** per Covered Person: $50,000

**Specific Percentage Reimbursable**: 100%

**Maximum Specific Benefit per Covered Person**: ☐ Unlimited ☒ Other $250,000

**Covered Expenses under Specific Excess Loss:** ☒ Medical ☐ Stand Alone Prescription Drug Program

**Common Accident Provision**: ☐ Yes ☒ No

| **Specific Premium Per Month:** | |
|---|---|
| Covered Person | $ 22.74 |
| | $ |
| | $ |
| | $ |

| | | | |
|---|---|---|---|
| Minimum Annual Specific Premium | ☒ Yes | ☐ No | $14,981 |
| Specific Accommodation Reimbursement Endorsement | ☒ Yes | ☐ No | |
| Specific Step-Down Deductible Endorsement | ☐ Yes | ☒ No | |
| Specific Terminal Liability Endorsement | ☐ Yes | ☒ No | |
| Aggregating Specific Deductible Endorsement | ☐ Yes | ☒ No | $ |
| Independent Review Organization Extended Liability Endorsement | ☐ Yes | ☒ No | |

**AGGREGATE EXCESS LOSS INSURANCE:** ☐ YES ☒ NO

**Benefit Period**: Covered Expenses Incurred from n/a through n/a, and
Paid from n/a through n/a.
Covered Expenses Incurred from n/a through n/a will be limited to n/a% of the Annual Aggregate Deductible.

**Covered Expenses under Aggregate Excess Loss Coverage**: ☐ Medical ☐ Dental ☐ Vision
☐ Stand Alone Prescription Drug Program
☐ Other (Please Specify)

**Aggregate Percentage Reimbursable**: n/a
**Maximum Aggregate Benefit:** ☐ $500,000 ☐ $1,000,000 ☐ Other $
**Minimum Annual Aggregate Deductible**: $n/a or n/a% of the first Monthly Aggregate Deductible amount times 12, whichever is greater.
**Maximum Covered Expenses per Covered Person accumulating toward the Maximum Aggregate Benefit**: $n/a

**Aggregate Excess Loss Premium**: $n/a per Employee per month

**Aggregate Terminal Liability Endorsement:** ☐ Yes ☐ No $ per Employee per month
**Aggregate Accommodation Endorsement:** ☐ Yes ☐ No $ per Employee per month
**Independent Review Organization Extended Liability Endorsement** ☐ Yes ☐ No

| **Monthly Aggregate Factors:** | | | | | |
|---|---|---|---|---|---|
| Covered Persons | Medical | Prescription Drugs | Dental | Vision | |
| Employee | n/a | n/a | n/a | n/a | |
| Family | | | | | |
| | | | | | |
| | | | | | |

**It is understood and agreed by the undersigned that:**

1. The statements, declarations and representations made in this Application, any request for proposal, the underwriting information provided by or on behalf of the undersigned and the Plan Document are the undersigned's representations; that any Policy is issued in reliance upon the truth of such statements, declarations, and representations; and that such statements, declarations, and representations will form a part of the Excess Loss Insurance Policy. Any inaccuracy in such information or failure to disclose any such information, including all claims or possible claims, paid or pending, or which the Employer should otherwise know about, if discovered later, can result in rejection of this Application, or can change the terms, conditions or premiums, or can void coverage.
2. As a condition precedent to the approval of this Application, the undersigned shall furnish to the Company a copy of the executed Plan Document within 90 days after the date of this application describing the benefits provided by the Plan, which shall be kept on file in the office of the Company. If the Company does not receive the Plan Document within 90 days, the Company may refund all premium and the Application shall have been null and void when signed. No Excess Loss Insurance will be effective nor reimbursement made unless a Plan Document is received and accepted by the Company.
3. The Company will evaluate the undersigned's risk, as requested by this application, the underwriting data received and represented by the Plan and may require adjustments of rates, factors, and/or special limitations.
4. Any coverage resulting from this Application shall be subject to the terms and provisions of the Policy herein applied for. Coverage shall become effective on the date specified in this Application if all requirements of the Company, including the Plan Document and the underwriting requirements have been met and the required premiums paid.
5. The receipt by the Company of the first month's premium and deposit of any check drawn in connection with this Application shall not constitute an acceptance of liability. In the event the Company does not approve this application, its sole obligation shall be to refund such sum to the undersigned.
6. The undersigned will provide or employ an Administrator to administer the Plan and to process and pay claims according to the Plan Document. The undersigned acknowledges that the Administrator is the undersigned's agent and not the agent of the Company and that statements and answers given by the Administrator are binding on the undersigned.
7. Other:

**The undersigned has read the entire Application for Excess Loss Insurance and understands that the insurance requested herein is not in effect until this Application is approved and accepted by the Company.**

Full Legal Name of Applicant:_____

Signature of Authorized Person: _____

Print Name:_____Title:_____

Date: _____

Signature of Agent or Broker:_____

Print Name of Agent or Broker:_____

**FRAUD WARNING NOTICES: (Please review notice that applies in your state)**

**For applicants in Arkansas and Louisiana:**
**Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance, is guilty of a crime and may be subject to fines and confinement in prison.**

**For applicants in Colorado:**
**It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds, shall be reported to the Colorado division of insurance within the Department of Regulatory Agencies.**

**For applicants in District of Columbia:**
**WARNING: It is a crime to provide false or misleading information to an insurer for purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the application.**

**For applicants in Florida:**
**Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.**

**For applicants in Kentucky, New Mexico, Ohio, and Pennsylvania:**
**Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**

**For applicants in Maine, Tennessee and Virginia:**
**It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.**

**For applicants in New Jersey:**
**Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.**

**For applicants in all other states:**
**It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.**

# Inmate Medical Benefit Plan Document

**PLAN SPONSOR:** **County of Inyo**

**EFFECTIVE DATE:** **October 1, 2012**

**DEFINITIONS:**

A. AVERAGE DAILY MAXIMUM (ADM) means the maximum allowable amount on a per day basis shown in the Schedule of Insurance.

B. EDUCATIONAL OR REHABILITATIVE CARE means care for restoration (by education or training) of one's ability to function in a normal or near normal manner following any illness or injury. This type of care includes, but is not limited to, physical therapy, occupational therapy, and speech therapy.

C. EXPERIMENTAL PROCEDURE means any medical procedure, equipment, treatment or course of treatment, or drugs or medicines that are: (a) limited to research; (b) not proven in an objective manner to have therapeutic value or benefit; (c) restricted to use by medical facilities capable of carrying out scientific studies; (d) of questionable medical effectiveness; or (e) would be considered inappropriate medical treatment. To determine, in its sole discretion, whether a procedure is experimental, the Plan will consider, among other things, commissioned studies, opinions and references to or by the American Medical Association, the Food and Drug Administration, the Department of Health and Human Services, the National Institute of Health, the Council of Medical Specialty Societies and any other association or program or agency that has the authority to review or regulate medical testing or treatment.

D. HOSPITAL means an acute care facility which meets all of the following criteria:

1. such hospital is not located at a jail, prison, correctional institution, house of correction, or similar facility or upon the grounds or premises of such facility;
2. operates as a hospital pursuant to applicable law;
3. operates primarily for the reception, care, and treatment of sick or injured persons who are not sick or injured "Inmates";
4. provides 24-hour nursing service by "Registered Nurses" on duty or on call;
5. has a staff of one or more "Physicians" at all times;
6. provides organized facilities and equipment for diagnosis and treatment of acute medical, surgical and psychiatric ward conditions on premises; and
7. is not primarily a psychiatric hospital, long-term care facility; extended care facility; nursing rest or custodial care or convalescent home; a place for the aged, drug addicts, alcoholics or runaways; or similar establishments.

E. ILLNESS means a sickness or disease. "Illness" does not include learning disabilities, attitudinal disorders, or disciplinary problems.

F. INJURY means bodily injury resulting from an accidental, unforeseen event. For purposes of this Plan Document, an attempted suicide shall be deemed to be an accidental, unforeseen event

G. INMATE means a person(s) arrested by a designated licensed authority or in the care, custody and control of the "Plan Sponsor". Such persons (i) will remain "Inmates" up until the date of discharge from incarceration as designated by the governing body or judicial entity that sentenced such "Inmate" or any date earlier as deemed appropriate by the same governing body; or a judicial entity with lawful jurisdiction; and will cease to be "Inmates" as of the date of discharge from incarceration, even if such date of discharge occurs while such "Inmate" is hospitalized.

H. INPATIENT means an "Inmate" who meets all of the following criteria:

1. such "Inmate" is admitted as an inpatient to the "Hospital"; or is being held for observation and or testing at a hospital facility.
2. such "Inmate" incurs expenses for room and board that are charged to the "Named Insured" or the lawfully appointed designee of the Plan Sponsor.

I. MEDICALLY NECESSARY means necessary and appropriate for the diagnosis or treatment of an "Illness" or "Injury" based on generally accepted current medical practice. A service, medicine or supply will not be considered "Medically Necessary" if it:

1. is provided only as a convenience to the "Inmate";
2. is not appropriate for the "Inmate's" diagnosis or symptoms; or
3. exceeds (in scope, duration or intensity) that level of care, which is needed to provide safe, adequate and appropriate diagnosis or treatment.

J. MENTAL OR NERVOUS DISORDER means a mental or emotional disease or disorder that is listed in the current edition of the Diagnostic and Statistical manual for Mental Disorders of the American Psychiatric Association and denotes the following:

1. a disease of the brain with predominant behavioral symptoms;
2. a disease of the mind or personality, evidenced by abnormal behavior; or
3. a disorder of conduct evidenced by socially deviant behavior.

K. ON SITE CLINIC means a clinic or medical facility providing any kind of healthcare, psychological, nutritional, or psychiatric services located at a jail, prison, correctional institution, house of correction, or similar facility or upon the grounds or premises of such facility.

L. ORGAN TRANSPLANT PROCEDURES means any transplant procedure including, but not limited to, kidney, cornea, heart, lung, heart-lung, liver, pancreas and bone marrow transplants.

M. OUTPATIENT SURGICAL CENTER means any outpatient same-day surgery center which meets both of the following criteria:

1. has facilities that are operated primarily for the purpose of performing surgical procedures and is licensed by the State in which it resides.
2. such center is not located at a jail, prison, correctional institution, house of correction, or similar facility or upon the grounds or premises of such facility.

N. PHYSICIAN means a person performing services within the scope of his or her license, who is a duly licensed: (1) doctor of medicine (MD), (2) doctor of osteopathy (DO), or physician assistant (PA).

O. PLAN COVERAGE PERIOD means a 12 month period commencing on the Effective Date shown above or such shorter period of time if this plan is terminated earlier.

P. PLAN ADMINISTATOR means the Plan Sponsor who shall undertake the administration of claims or a Third Party Administrator hired by the Plan Sponsor to perform the said duties. The Administrator shall:

1. supervise the administration and adjustment of all claims and verify the accuracy and computation of all claims,
2. maintain accurate records of all claims payments,
3. provide case management to appropriately manage the care of all "Hospital Inpatient Services".

Q. REASONABLE AND CUSTOMARY means the usual charge made by a group, entity or person who renders or furnishes similar services, treatments or supplies; provided the charge is not in excess of the general level of charges made by others who render or furnish the same or similar services, treatments or supplies to persons; (1) who reside in the same geographical area (as determined by the Center for Medicare and Medicaid ("CMS") Guidelines); and (2) whose "Illness" or "Injury" is comparable in nature and severity.

In determining whether a charge is reasonable, one or more of the following factors may be considered:

1. the level of skill, extent of training and experience required to perform the procedure or service;
2. the length of time required to perform the procedure or service as compared to the length of time required to perform other similar services;
3. the severity of the nature or "Illness" or "Injury" being treated; the amount charged for the same or comparable services, medicines or supplies in other parts of the country.
4. the cost to the provider of providing the service, medicine, or supply;

R. REGISTERED NURSE means a graduate nurse who has been registered or licensed to practice by a State Board of Nurse Examiners or other state authority, and who is legally entitled to place the letters "R.N." after his/her name.

S. SUBSTANCE ABUSE means alcohol, drug or chemical abuse, overuse or dependency.

T. SURGERY means:

1. an invasive diagnostic procedure performed by a "Physician"; or
2. the treatment of "Illness" by manual or instrumental operations performed by a "Physician" while the patient is under general or local anesthesia.

## PLAN BENEFIT DESCRIPTION:

The Plan covers the following Allowable Medical Expenses incurred by an "Inmate" for the treatment of an "Injury" or "Illness" during the Plan Coverage Period. Such charges are covered at the Plan Benefit Coinsurance and subject to:

- the Limitations shown in the Schedule of Benefits;
- the Exclusions; and
- all other terms and conditions of the Plan.

## SCHEDULE OF BENEFITS:

| | |
|---|---|
| Plan Benefit Coinsurance: | 100% of "Allowable Medical Expenses" |
| Inpatient Hospital Services: | Limited to the lesser of the amount paid or an "Average Daily Maximum" (ADM) per admission of $20,000 ADM for the first three days and $12,000 ADM for each day thereafter. |
| Outpatient Surgical Services: | Limited to $40,000 per outpatient surgical visit. |

## ALLOWABLE MEDICAL EXPENSES:

### Inpatient Hospital Services:

The following services provided and billed by a "Hospital" while the "Inmate" is an "Inpatient". All services and supplies must be administered by or under the direction of a "Physician".

A. Emergency Room Services and Ambulance Services as long as the "Inmate" is admitted to the "Hospital" on an "Inpatient" basis for further services and or treatment within 24 hours.

B. The use of any type of room and board; operating, treatment, recovery and daily room and board.

C. services and supplies that are routinely provided by the "hospital" to "inpatients."

D. Supplies including but not limited to:
- Dressings
- Sutures
- Casts
- Other supplies which are deemed "medically necessary."

E. Diagnostic Testing including but not limited to:
   - Radiological
   - Ultrasonographic
   - Laboratory
   - Radiation Therapy or treatment

   (Psychometric behavioral and educational testing is not included.)

F. Other Charges:
   - Oxygen and other gases and their administration thereof
   - Anesthetics and their administration thereof

G. Hemodialysis (services and charges by the "hospital") as long as it is done on an "inpatient" basis.

H. Processing and administration of blood or administration of blood components

**Outpatient Surgical Services:**

Services provided and billed by a "Hospital" or an "Outpatient Surgical Center" for "Surgery". The "Inmate" must be discharged within 24 hours of admission. All services and supplies must be administered by or under the direction of a "Physician".

**EXCLUSIONS:**

A. Any expenses which are not "Medically Necessary".

B. Any expenses in excess of the "Reasonable and Customary" charge.

C. Any expenses which were incurred prior to the Effective Date of the Plan.

D. Consulting Fees.

E. Expenses which are covered, recoverable, or attributable to, any other medical or hospitalization benefit policy or insurance.

F. Dental, Vision or hearing services unless the services are the direct result of an "Injury", or "Illness".

G. Services that do not qualify as "Hospital Inpatient Services" or "Outpatient Surgical Services", including, but not limited to:
   1. "Physician" office visits
   2. Services rendered at the site of the emergency
   3. Healthcare services or medicine administered or provided at a jail or correctional facility
   4. Prescription drugs provided to an "inmate" not on an "inpatient" or "surgical outpatient" basis.

H. "On site Clinic" services expenses.

I. "Experimental Procedures", drugs, or research studies, or any services or supplies not considered legal in the United States.

J. "Organ Transplant Procedures" or any organ donations.

K. "Mental or Nervous Disorders", rehabilitation treatment.

L. "Substance Abuse" expenses, programs for the rehabilitation treatment thereof.

M. Dependent care and any related expenses.

N. Any expenses related to or from War, whether declared or undeclared, hostilities, invasion or civil war.

O. Any expenses resulting from and "injury" or "illness" that is a direct result of a nuclear or radioactive accident.

P. Any expenses which are incurred after the "inmate" is released from custody or control from the correctional authorities.

Q. "Expenses for, in connection with, or arising out of providing security or guarding of any "inmate" while such "inmate" is an "inpatient" in a "hospital" or such "inmate" is receiving "outpatient surgical services". "Injuries" sustained by the "inmate" as a direct result of the "inmate" needing to be restrained or controlled will be considered covered expenses so long as it can be shown that only reasonable force was exercised by law enforcement personnel.

R. Any custodial care, "Educational or Rehabilitative Care" or nursing services expenses while primarily confined to receive such services.

S. Any expenses that result from services solely for cosmetic or aesthetic purposes.

T. Expenses for vocational or recreational therapy or vocational rehabilitation.

U. Expenses for preventative care, including routine physical examinations, premarital examinations and educational programs.

V. The following expenses for conception and childbirth:
- Any drug, treatment or procedure that either promotes or prevents conception or childbirth
- Artificial insemination, treatment of infertility, impotency and sterilization
- Abortion (unless the life of the mother would be endangered if the fetus was carried to term)
- Care of newborn infants.

Allowable Medical Expenses related to complications of pregnancy are covered.

W. The following cosmetic, weight loss or body transforming services
- Weight modification, surgery for obesity
- Wiring of teeth, Gastric bypass, lap band or any related surgery
- Breast augmentation , reduction and sex/gender changes

X. Marriage, Family or Child Counseling.

Y. Any payment of, or because of punitive or exemplary charges.

Z. If this plan is new to the "Plan Sponsor", expenses for an "illness" of an "inmate" who is hospitalized on the effective date or within 72 hours after the effective date of this plan. This would not apply to a new inmate arriving during the 72 hour period.

Plan Sponsor **County of Inyo**

Plan Document Reviewed and Approved by:

_____ _____

Name and Title Date

Initial number of Inmates on the Effective Date: **61**

OptumHealth
Specialty Benefits

September 4, 2012

Mr. David Dunbar
Hunt Insurance Group LLC/Willis
3606 Maclay Boulevard South
Tallahassee, FL 32312

| | |
|---|---|
| Re: | Specific Stop Loss Coverage |
| County: | County of Inyo |
| Address: | 550 S. Clay St. Independence, CA 93526 |
| Effective/Expiration: | 10/01/2012-13 |
| Liability per Inmate: | $250,000 |
| Specific Deductible: | $50,000 |
| Annual Premium: | $16,646 |
| Buy-Backs Included: | AIDS/HIV/Pregnancy |
| Average Daily Maximum (ADM): | $20,000/$12,000 |

We have approved the Specific Excess Loss coverage for the county listed above. The new policy declarations for County of Inyo will be issued upon receipt of the signed Plan Document, company application and applicable premium.

Please let me know if you have any questions regarding this matter, and thank you for choosing United HealthCare.

Sincerely,

Naomi Zellers, Senior Underwriter
3803 North Elm Street
Greensboro, NC 27455
email: naomi.zellers@OptumHealth.com
Phone: 336-540-7662

For Clerk's Use Only:
*AGENDA NUMBER*

21

# AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

**FROM:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF: September 25, 2012**

**SUBJECT:** Ratification of the Child Welfare System Improvement Plan

## *DEPARTMENTAL RECOMMENDATION:*

Request Board approve the Child Welfare System Improvement Plan (SIP), which includes the Office of Child Abuse Prevention (OCAP) plan, and authorize the chairperson to sign the SIP cover sheet, OCAP plan cover sheet, and the Notice of Intent for CAPIT/CBCAP/PSSF plan contracts.

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## *CAO RECOMMENDATION:*

## *SUMMARY DISCUSSION:*

The California Child Welfare Improvement and Accountability Act of 2001 requires counties to participate in a Children and Family Services Review (CFSR) process, which continually monitors performance outcomes in child welfare and juvenile probation. Inyo County child welfare and juvenile probation are in the third planning cycle since the CFSR process was implemented. For the current planning cycle, child welfare and juvenile probation staff worked with stakeholders to conduct a Peer Quality Case Review (PQCR) in June 2011, and complete a Child Welfare System County Self-Assessment (CSA) in April 2012. Using information gained during the PQCR and CSA, staff developed a SIP that identifies strategies and goals for system improvement over a five-year period beginning August 1, 2012 and ending July 31, 2017. This is also the first planning cycle that incorporates the CDSS Office of Child Abuse Prevention (OCAP) plan, which requires child welfare to identify service gaps or needs for child abuse prevention services and develop strategies to focus prevention funding to address those needs.

As described in the 2012-2017 SIP, child welfare and probation staff will focus on improving placement stability, reunification, and identifying least restrictive placements using the following strategies:

1. Introduce Team Decision Making and/or Family Group Decision Making processes throughout each case at key decision points.
2. Implement family finding strategies in Probation cases to increase Relative and Non-Related Extended Family Member (NREFM) placements for Probation-placed youth; and continue family finding efforts in Child Welfare cases to maintain the current use of least restrictive placements.
3. Implement a parent education program.
4. Expand support of the existing Wraparound process to further reduce group home placements.

Additionally, the OCAP plan outlines the prioritized use of child abuse prevention funding through the following strategies:

1. Parent Education and Outreach- Child Abuse Prevention Intervention and Treatment (CAPIT) annual funding will be used to implement a parent education program to support strategy #3 in the SIP, and to provide early child abuse prevention and intervention with parents in Inyo County.
2. Connecting Families to Services in Southeastern Inyo County- Historically, the Children's Services Council has identified the very isolated southeast area of Inyo County as a target for the use of Community Based Child Abuse Prevention (CBCAP). The annual CBCAP allocation will continue to partially fund two part-time employees in Tecopa who provide prevention education, outreach,

referrals, transportation, and other supportive services.

3. Individualized Support to Families Involved with Child Welfare Services- Promoting Safe and Stable Families (PSSF) funding enables child welfare to provide individualized services to families in four distinct service categories: family preservation, family support, time-limited reunification, and adoption promotion/support.

We are asking the Board to approve the SIP contingent upon receiving the appropriate signature from the Children's Services Council (CSC) to minimize further delay in the submission of the SIP for the planning cycle that began August 1, 2012. The CSC has not convened a meeting since March while a legal opinion regarding membership was sought, so approval of the SIP will be requested during the CSC meeting, tentatively scheduled for October 17, 2012. Upon Board and CSC approval, the SIP will be submitted to the California Department of Social Services, and staff will continue to implement the strategies identified in the plan.

## ***ALTERNATIVES:***

The Board could choose not to approve the Child Welfare System Improvement Plan. Should this occur, the State Department of Social Services would be notified that stakeholders in Inyo had not yet reached consensus about the strategies to improve outcomes for children involved in the child welfare and juvenile probation systems.

## ***OTHER AGENCY INVOLVEMENT:***

Input from stakeholders and other community partners including, but not limited to, families involved in the child welfare and/or juvenile probation systems, foster parents, probation, law enforcement, education, local tribes, and the juvenile court.

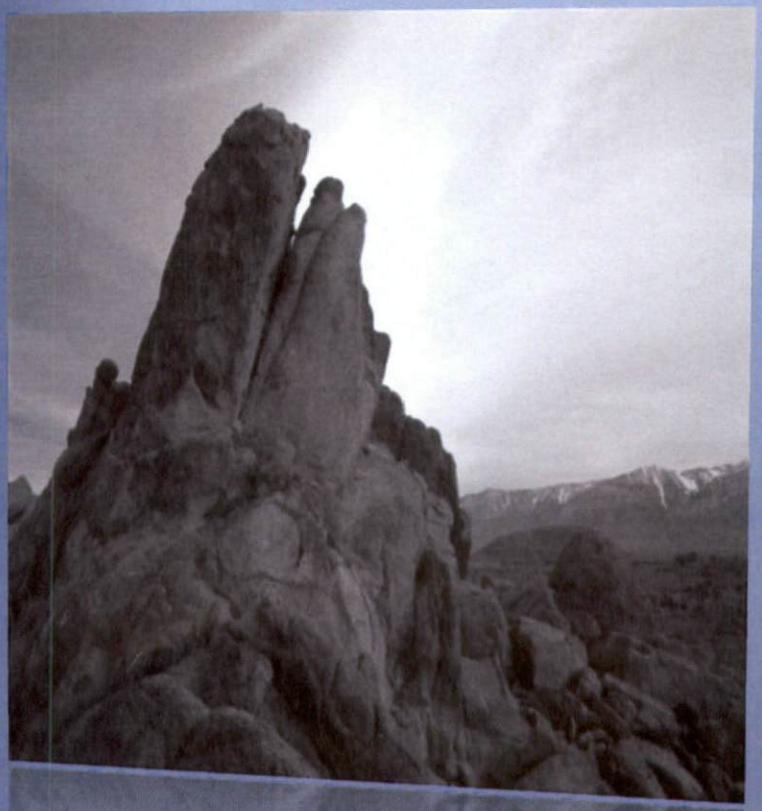
## ***FINANCING:***

None

| **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.)*<br>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.)*<br>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.)*<br>Approved: _____ Date: |

***DEPARTMENT HEAD SIGNATURE:*** Jean Turner Date 9-12-12

**(Not to be signed until all approvals are received):**



# Child Welfare System Improvement Plan

August 1, 2012 to July 31, 2017

Inyo County Health and Human Services and Probation Departments

# Table of Contents


System Improvement Plan Narrative ..... 2
A. Local Planning Bodies ..... 2
B. Findings that Support Qualitative Change ..... 3
C. Self-Assessment Summary ..... 3
1. Safety Outcomes ..... 4
2. Permanency and Stability Outcomes ..... 6
3. Family Relationships and Community Connections ..... 8
4. Child and Family Well-Being ..... 8
5. Conclusion and Recommendations ..... 9
References ..... 10
Part I- CWS/Probation ..... 11
D. Cover Sheet ..... 11
E. CWS/Probation SIP Matrix ..... 12
Part II – CAPIT/CBCAP/PSSF ..... 20
F. Cover Sheet ..... 20
*G. CAPIT/CBCAP/PSSF Plan ..... 22*
*1. CAPC/CCTF Council ..... 22*
*2. Parent Consumers ..... 22*
*3. The Designated Public Agency ..... 22*
*4. Role of CAPIT/CBCAP/PSSF Liaison ..... 22*
*5. Fiscal Narrative ..... 22*
*6. Local Agencies Request for Proposal ..... 25*
*7. CBCAP Outcomes ..... 26*
*8. CBCAP Peer Review Activities ..... 26*
*9. Service Array ..... 26*
Attachments ..... 28
Attachment A OCAP Services and Expenditures Summary Worksheet ..... 29
Attachment B Inyo County Peer Quality Case Review (PQCR) Summary ..... 34
Attachment C Inyo County Self-Assessment Summary ..... 35
Attachment D Inyo County Board of Supervisor's Resolution Approving the System Improvement Plan ..... 40
Attachment E Inyo County Board of Supervisor's Resolution Establishing the Children's Services Council as the Child Abuse Prevention Council and the Agency Designated to Administer California Children's Trust Fund ..... 44
Attachment F Inyo County Children's Services Council Roster ..... 47
Attachment G Inyo County System Improvement Planning Committee ..... 48
Attachment H Notice of Intent ..... 49

# I. System Improvement Plan Narrative

Information gathered through the Peer Quality Case Review, the current County Self-Assessment, as well as the county's continual assessment of progress in meeting the goals and objectives outlined in the previous System Improvement Plan have been utilized to identify the areas to include in the System Improvement Plan for the period beginning August 1, 2012, through July 31, 2017. Inyo County has also reviewed and considered improvements to its services that are currently funded with Combined Child Abuse Prevention, Intervention, and Treatment (CAPIT); Community Based Child Abuse Prevention (CBCAP); and Promoting Safe and Stable Families (PSSF) prevention funds.

## *A. Local Planning Bodies*

Participants in the Peer Quality Case Review, County Self-Assessment, and System Improvement Plan included representatives from across systems that service families in or at-risk for entering the child welfare system.

Input and feedback was solicited and obtained from individuals who are represented on the following local planning bodies: Children's Services Council, which also acts as the Child Abuse Prevention Council, Child Abuse and other Prevention Services Sub-Committee, First 5 Inyo County, Juvenile Justice Commission, Child and Family Staffing, County Board of Supervisors, Faith-Based Organizations, and Community-Based Organizations such as Toiyabe Indian Health Project, Inyo Mono Advocate for Community Action, and Wild Iris. Entities that are also being invited to participate in the Self-Assessment Process, and who were included in the previous Self-Assessment and System Improvement Plan include officers of the Court, Labor, and County Health Department.

Individual participants have included, but are not limited to:

| *Name* | *Affiliation* |
|---|---|
| Jean Turner | Health and Human Services (HHS) Director |
| Jeff Thomson | Chief Probation Officer |
| Jacob Morgan | Probation Deputy Director, Adult & Juvenile Services |
| Linda Benson | HHS Assistant Director |
| Dr. Gail Zwier | HHS Behavioral Health Services Director |
| Becky Lomaintewa | Parent Representative |
| Jimmy Mena | Parent Representative |
| Azencion Perez | Parent Representative |
| Minor #1 | Former Child Welfare Foster Youth |
| Minor #2 | Current Child Welfare Foster Youth |
| Minor #3 | Current Child Welfare Foster Youth |
| Minor #4 | Current Child Welfare Foster Youth |
| Margaret Romero | ICWA Representative, Bishop Paiute Tribe |

| | |
|---|---|
| Tamara Cohn | HHS Public Health Director |
| Jody Veenker | HHS First 5 Inyo County Director |
| Harriet Harrison | Foster Parent Representative |
| Rick Klug | Foster Parent Representative |
| David & Diane Fairley | Foster Parent Representative |
| Lowell & Julieann Prange | Foster Parent Representative |
| Ian & Freda Lindsay | Foster Parent Representative |
| Marilyn Mann | HHS Social Services Director |
| Michael Goodall | Social Worker, HHS |
| Linda Durbin | Social Worker, HHS |
| Skye Milos | Social Worker, HHS |
| Holly DeVincent | Social Worker, HHS |
| Krista Cooper | Social Worker Supervisor, HHS |
| Susan Sipes | Health and Human Services Specialist/Licensing, HHS |
| Shannon Barlow | Health and Human Services Specialist/Licensing, HHS |
| Casey Jasaitis | Health and Human Services Specialist/Licensing, HHS |
| Megan Solorio | Human Services Supervisor, HHS |
| Anna Scott | Management Analyst, HHS |
| Pam Blackwell, MFT | Behavioral Health Program Chief, Children's Services, HHS |
| Dr. Terrence McAteer | Inyo County Superintendent of Schools |
| Karen Kong | HHS Alcohol and Drug Program |
| Tamara Cohn | HHS Public Health Services |
| Joel Hampton | Superintendent of a Unified School District |
| Ana Danielson | Mono County Office of Education |

## B. Findings that Support Qualitative Change

Direct input from stakeholders, specifically foster parents, biological parents, and current and former foster youth combined with the experience of social workers, probation officers, supervisors, and managers was most useful in assessing the status of Inyo County's Child Welfare System and the areas that need to be focused on during this next five-year cycle. Conferring with the CDSS consultants assisted Inyo County in identifying those systemic factors or outcome indicators for focus not only on the PQCR, but also for the SIP. In addition, several group meetings were made to help us formalize our focus areas. These efforts combined with the information received from focus groups held during our County Self-Assessment (CSA) with foster parents, biological parents, and current and former foster youth helped to identify many of the specific strategies to be used in addressing the identified Outcome/Systemic Factors.

## C. Self-Assessment Summary

Inyo County's Self-Assessment was conducted during the second quarter of the 2011-2012 fiscal year and was approved by the Board of Supervisors in April 2012. Participation and input from

various community and agency stakeholders as specified by AB 636, review of available data through State Child Welfare reporting systems, and other relevant documentation was used to analyze each outcome in conjunction with County Child Welfare and Juvenile Probation systems that serve children and families.

The County Self-Assessment focused on the County's strengths and areas needing improvements as they relate to Inyo County's achievement of the state mandated outcomes. As indicated in Inyo County's self-assessment, the demographic data and case specific data for the County illustrate a low number of residents, including minor youth in the community, as well as Child Welfare/Probation cases. Data analysis must take into consideration the numbers reported are often statistically unreliable and invalid and cannot be considered alone when identifying trends or service gaps.

As indicated previously, statistics for Inyo County were impacted by a backlog of data entry in the CWS/CMS system, as well as a substantial staff turnover during the time period when data was retrieved to complete the CSA. In addition, data entry errors also impacted the County's statistical outcomes, as a single entry error cannot be absorbed the same in Inyo County as it may be in other counties with larger populations. This results in the County appearing "out of compliance" within a targeted outcome goal; however, when cross-referenced with other data collection tools, such as Structured Decision Making®, the county was often in compliance and above the State's or National goal for the specified outcome.

While conducting the self-assessment, efforts were made to more accurately assess where Inyo County was at in respect to consistently meeting the target outcome goals. Due to the county's smaller caseload numbers, Inyo County has the ability to retrieve information from CWS/Berkeley or SDM® and assess this information by reviewing each referral and case pertinent to the reporting period. Social Workers, Specialists, and Supervisors also strategized as how to enter case and referral data in a timelier manner so reporting tools reflected the level of work completed by Inyo County Child Protective Services.

During the CSA, Inyo County used data from the 2011 Outcome and Accountability Data Report as a guideline in assessing how the County met specified outcome goals. This information is primarily directed at the Child Welfare System, although Probation is currently in the process of including case information into CWS/CMS, which will skew the statistical information as this transition occurs. Outcomes that relate to both entities were assessed through stakeholder input, as well as input received during Inyo County's Peer Quality Case Review, completed in June 2011 and involved both Child Welfare and Probation.

## 1. Safety Outcomes

County strengths continue to be the high levels of face-to-face contacts with children and families, individualized service provision through child-specific case planning, and the use of voluntary case planning to monitor children who are at-risk of abuse or neglect. Close relationships with providers and families, a culture of openness, honesty, and respect, and strong team collaboration with law enforcement, schools, and community helping agencies were identified strengths of Inyo County.

At the time of the CSA, consistent use of structured, evidence-based risk assessment tools by staff continued to be an area needing improvement. Inyo County took steps to purchase Structured Decision Making (SDM) ® in order to provide social workers with the tools to make assessments and decisions at critical points of contact with families and children. Steady use of the tools is at a higher rate during the initial risk assessment decision making points of a case and efforts to be more consistent in the use of the tool during later decision making points of a case are on-going. Staff turnover appears to have had some impact on the reliable use of the tools during later stages of a case, but with increased supervisory oversight combined with on-going training and support of newer staff have helped to increase the consistency of usage.

In regards to the specific safety outcomes, Inyo County continued to be impacted by data entry issues until the back log was adequately addressed. While hardcopy documents were available to support the fact Social Workers were making timely visits, this data backlog impacted the statistical outcomes for the County. Steps to reduce the backlog and ensure staff are adequately trained were enacted, resulting in a reduced level of data entry backlog and reflecting a more accurate portrayal of the work completed due to the changes in the statistical outcomes. However, the complexity of the CWS/CMS computer program continues to challenge new staff; thus the errors that are created will continue to greatly influence the outcomes when dealing with the smaller population numbers of the rural counties.

In the County Self-Assessment, Inyo County provided the following summary of factors contributing to those outcomes in which the data report generated in for the CSA for Inyo County reflecting performance levels outside the recommended performance improvement targets. Included with the following is a summary for the most recent County Self-Assessment measurements:

*Outcomes S1.1 and S2.1- Recurrence of Maltreatment*
From October 2010 to March 2011, 90.9% of Inyo County youth did not experience a recurrence of substantiated maltreatment within the next six months; the County achieved 96% of the national goal or standard for this outcome, which is 94.6%. This can be associated with attempting to have families initially enter a voluntary case and Social Workers visiting their respective families more than the minimum monthly contact that is required by the state.

From October 2010 to September 2011, there were no child abuse substantiations for children in foster care. Inyo County is fortunate enough to have positive and healthy working relationships with its foster family homes. This statistic, S2.1, has also been very consistent since 2002, when the county began tracking the data to conclude if children were mistreated in foster care. Inyo County's goal is to continue to recruit, train, and retain caring foster parents so, in the event a child does need to be removed from the home, the home this child enters is one filled with respect, dignity, and a home Child Welfare and/or Probation has built a good rapport with.

*Outcome 2B- Child Abuse/Neglect Referrals with a Timely Response*
From July 2011 to September 2011, all referrals that required immediate responses were investigated within the required timeframe. Ten-day responses were responded to at a 90.5%

rate; however, this statistic is skewed due to the historic data entry backlog. When the County reviews these statistics in SafeMeasures®, the response rate is reported at 95%. Through continued training of Social Worker staff and Specialists, the data entry backlog will continue to decrease over time.

*Outcome 2C-Timely Social Worker Visits*
During the three-month time period from July to September 2011, timely Social Worker visits were completed at the rates of 100%, 97.4%, and 84.6%, respectively. As with Outcome 2B, this again was contributed to untimely data entry issues; hopefully with continued training and a decrease of staff turnover, this measure will be more accurately reflected in all data analysis systems.

## 2. Permanency and Stability Outcomes

Barriers to permanency and stability include the lack of more intensive treatment resources to help maintain children in the home, especially for those families that are underinsured or uninsured (i.e. undocumented consumers). If a child is in need of higher level placement, or if there just is not a local placement available, child welfare and probation must look at out-of-county placement options. For lower-level foster home or FFA placements, child welfare will initially explore options that are near another out-of-county placement to facilitate monthly social worker and family visits (e.g. if there are already two children placed in San Bernardino County, we would look for additional placement options there first to minimize travel time). This is an important consideration because the Inyo can have as few as two social workers and two juvenile probation officers at any given time, and since Inyo County is hours from any urban area in California, extensive travel can become a huge burden. Probation often does not have the luxury of choosing a particular out-of-county area if a group home placement is necessary because placement options are so limited.

Inyo County's ideal permanency and stability options continue to be first and foremost preventing the need for removal of a child and secondly, when removal occurs, to maintain the child within his/her community and with family members whenever possible. Parental substance abuse and domestic violence are the most common reasons children are removed from the home. Upon initial removal by child welfare, children are placed with either a relative, extended family member (NREFM), or temporarily in a local foster home if an appropriate lower-level option is not available. These lower-level placements tend to be easier to facilitate for younger children, but it can be challenging to find a foster home placement for older children and teens. In recent years, most of the older children entering foster care are entering through the probation system. Fortunately, the implementation of Wraparound has greatly reduced the number of high level placements initiated by Probation.

The County has limited foster home placements as there are no FFAs (Foster Family Agencies) located in the county. As a way to recruit and retain foster parents in the community, a foster parent used his own resources to create a short video about the many positives of being a foster parent. This tool is often used when the county attempts to complete any sort of recruitment when people inquire about becoming a foster parent.

While efforts to enhance our local placement options have not been successful, Inyo County makes full use of the Relative/Non-Relative Extended Family Member (NREFM) approval process whenever possible. The ability to use this approval process for a specific child allows the County to maintain a higher number of children within their own community, as well as to maintain children together as sibling groups. Inyo County Child Welfare and Probation departments would like to utilize the Family Finding Program as a way to increase relative and non-relative placements when working with children involved with probation and/or child welfare, as well as exploring the use of TDMs when working with case planning as another tool for increasing family engagement.

The following is a summary of additional factors contributing to permanency and stability outcomes:

*Outcome Measure C1.1- C1.4- Reunification*
From October 2010 through September 2011, 25% of children who had been in foster care for eight days or longer reunified in less than 12 months from the date of the latest removal from their home. The median time to reunification was 13.1 months for this time period. From April 2011 through September 2011, one of the two children who had entered the foster care system reunified with his or her parents within twelve months. From October 2009 to September 2010, one out of four children re-entered foster care within twelve months of reunification. As stated in the County Self-Assessment, data outcomes tend to lack validity and reliability due to small youth population numbers, with one or two cases skewing data in either a positive or negative direction.

Since referrals are continuously assessed for progress and setbacks, this may alter any timelines the Social Worker or family had envisioned. Timelines for reunification may also be extended due to various delays occurring with the case plan, including but not limited to younger children being unable to participate in safety plan due to age/verbal abilities, or granting extensions so parents may work on their own challenges (e.g. sobriety, domestic violence, and/or legal issues). Inyo County has also seen an increase of referrals involving infants and/or toddlers. Due to the vulnerability of very young children, reunification may be delayed to increase protective factors within the family and minimize the risk of re-victimization. If reunification efforts are unmet within the standard twelve month period, the County will attempt to finalize reunification utilizing a six-month extension which is the County's legal right when working with any child over the age of three years old.

As the ultimate goal for Child Welfare is to ensure children are safe in their home and biological family unit, Inyo County continuously strategizes for ways to improve these outcome numbers. The Child Welfare and Probation departments will continue to improve Family Finding efforts as well as incorporate Family Group Decision Making into case planning, as early as possible and practical for the family and case plan, in an effort to decrease the length of time to reunification.

*Outcome Measure C2.1- C2.5- Adoptions*
No finalized adoptions occurred within the measured timeframe of October 2010 to September 2011. While adoption is the first permanency option considered, an opportunity to facilitate the adoption process may not arise due to Inyo County's small child population. Also, since

adoption is seen as culturally insensitive to the biological mom and dad, Native American families will often turn towards guardianship rather than choosing adoption as the permanency plan of choice. Inyo County would like to continue to educate itself on the Indian Customary Adoption process as an alternate option to guardianship.

## 3. Family Relationships and Community Connections

As indicated in the self-assessment, individualizing services to meet the needs of children and families which include maintaining children within the community and in proximity of family supports continued to be one of Inyo County's greatest strengths. Collaborative relationships between Child Welfare, Probation, local Native American representatives, and community service providers are a strength that helps to support family relations and the connection of families to their communities.

One of the most significant barriers to maintaining family relationships and community connections continues to be the lack of appropriate local placement options, as well as residential treatment programs that allow parents to remain close to their community and to their children. Other important services identified were to continue to develop and/or maintain through local funding sources such as PSSF and other available prevention and/or treatment funding were counseling for families, mental health services for children, and parent/education and support opportunities that address dealing with challenging behaviors. The County would like to explore the Indian Customary Adoption process in Child Welfare and increase Probation's efforts to utilize Family Finding efforts to connect children to a family resource as another opportunity to sustain and maintain family connections within the community.

Since the previous SIP, Inyo County addressed some of these challenges through the creation and implementation of Wraparound Services. The Wraparound team works closely with children and families in an attempt to decrease out-of-home placements. Inyo County also hosts a monthly Foster Family Social to continue to build on the relationships Social Workers, Probation Officers, and Foster Family Parents have created. The social allows for staff to discuss changes in policy and/or practice pertaining to foster care and extended foster care, as well as provide a forum for open communication among all parties.

One area the county continued to find challenges with was the lack of community based organizations that support child abuse prevention through parent education. Inyo County previously attempted to recruit a CBO for this service need; however, those efforts never came to fruition. One identified system improvement goal for Inyo County is to identify and implement an evidence-based parenting skills curriculum that incorporates a "hands-on" component.

## 4. Child and Family Well-Being

Despite the challenges present by the lack of local foster home options, Inyo County has been able to work with caregivers, specifically approved relative/non-related extended family members to support the placement of sibling groups together. Inyo County has not always had success in this area; however, in 2011, Inyo County was able to maintain two separate sibling groups comprised of eight children together in placement. Both of these sibling groups were

placed with relatives and/or extended family members through the approval process. Currently, approved relative homes and non-related extended family members continue to be the most stable placement option and may result in establishment of a guardianship.

In regards to meeting the needs of transitional youth, Inyo County continues to have a number of strengths that contribute to its ability to achieve positive outcomes for transitional youth. Agency staff of both Child Welfare and Probation, as well as community members, remain highly aware of the individual needs of each of the youth and are involved in finding ways to meet the individual needs of transitioning youth. Child Welfare staff includes one placement Social Worker who provides Independent Living Services (ILS) programming to both Probation and Child Welfare youth and conducts regular outreach to eligible youth from both systems. Additionally, the close relationships fostered between the youth and Child Welfare and Probation staff often times results in youth seeking out the support of former social workers or probation officers well after the time they are eligible for the ILS program.

Since the implementation of the THP-Plus program in 2008, the county has been able to assist those youth who have aged out of the Child Welfare or Probation placements and are under the age of 24 years old. When the program began, it has a capacity for four youth; as of May 2012, the program has an increased capacity of six youth, and is servicing one individual. Inyo County recognized the need to improve engagement with youth and keeping them engaged, and it is the hope that through continuous research of affordable housing options, enhancing employment skill building services, and identifying, recruiting, and offering services to all youth eligible for ILP services will assist in bridging this gap.

## 5. Conclusion and Recommendations

Inyo County's Child Welfare and Probation systems have numerous strengths that support positive outcomes for children including strong multi-disciplinary approaching to meeting the needs of families, close relationships with families, and high levels of community accountability. In an effort to maintain these positive relationships, the County must continue to train staff appropriately and as needed and maximize community strengths and resources. Developing a systematic approach to recruiting, training, and retaining in-county placement options, continuing to develop Wraparound services in order for children to remain living in their home, utilizing the Family Finder program and looking at relative placement with both Child Welfare and Probation youth, and implementing an in-home parent education program are all ideas the County hopes to build upon and find success with in this next SIP cycle.

## References

Needell, B., Webster, D., Armijo, M., Lee, S., Dawson, W., Magruder, J., Exel, M., Glasser, T., Williams, D., Zimmerman, K., Simon, V., Putnam-Hornstein, E., Frerer, K., Cuccaro-Alamin, S., Winn, A., Lou, C., & Peng, C. (2009). *Child Welfare Services Reports for California.* Retrieved [January, 5, 2012], from University of California at Berkeley Center for Social Services Research website. URL: http//cssr.berkeley.edu/ucb_childwelfare.

## Part I- CWS/Probation

### *D. Cover Sheet*

| California's Child and Family Services Review<br>System Improvement Plan | |
|---|---|
| **County:** | **Inyo County** |
| **Responsible County Child Welfare Agency:** | Inyo County Department of Health and Human Services, Social Services Division |
| **Period of Plan:** | **August 2012 – July 2017** |
| **Period of Outcomes Data:** | *December 2011, Data Extract: Quarter 3, 2011* |
| **SIP Report Due Date:** | **August 22, 2012** |
| **County Contact Person for County System Improvement Plan** | |
| **Name:** | Marilyn Mann |
| **Title:** | Social Services Division Director, Inyo County Health & Human Services Department |
| **Address:** | 162 J Grove St., Bishop, CA 93514 |
| **Phone & Email** | 760-872-2375 mmann@inyocounty.us |
| **Submitted by each agency for the children under its care** | |
| **Submitted by:** | **County Child Welfare Agency Director (Lead Agency)** |
| **Name:** | **Jean Turner** |
| **Signature:** | Jean Turner |
| | |
| **Submitted by:** | **County Chief Probation Officer** |
| **Name:** | **Jeffrey Thomson** |
| **Signature:** | |
| **Board of Supervisors (BOS) Approval** | |
| **BOS Approval Date:** | |
| **Name:** | |
| **Signature:** | |

## *E. CWS/Probation SIP Matrix*

**Priority Outcome Measure or Systemic Factor:** Permanency Composite 4- Placement Stability

**National Standard:** C4.1 Placement Stability (8 days to 12 months) 86%; C4.2 Placement Stability (12 to 24 months) 65.4%; C4.3: Placement Stability (24 months in care) 41.8%.

**Current Performance referenced in County Self-Assessment (CWS data extract Q3 2011):** C4.1 Placement Stability (8 days to 12 months) 76.9%; C4.2 Placement Stability (12 to 24 months) 60%; C4.3: Placement Stability (24 months in care) 25%.

**Current Performance (CWS data extract Q4 2011):** C4.1 Placement Stability (8 days to 12 months) 78.6%; C4.2 Placement Stability (12 to 24 months) 100%; C4.3: Placement Stability (24 months in care) 25%.

*As demonstrated by the performance data above, percentages can widely vary from quarter to quarter due to small child population numbers.*

**Target Improvement Goal:** Meet or exceed placement stability national standard or goal in three out of every four quarters.

**Priority Outcome Measure or Systemic Factor:** 4B- Least Restrictive Placement (Entries, First Placement & Point in time)

**National Standard:** There are no national standards or goals established for least restrictive placement, but both Inyo County Child Welfare Services and Probation believe it is an important outcome to focus on.

**Current Performance referenced in County Self-Assessment (*CWS* data extract Q3 2011):**

| Measure description | Most recent start date | Most recent end date | Most recent numerator | Most recent denominator | Most recent performance[1] |
|---|---|---|---|---|---|
| Least Restrictive (Entries First Plc.: Relative) | 01/01/11 | 12/31/11 | 12 | 14 | 85.7 |
| Least Restrictive (Entries First Plc.: Foster Home) | 01/01/11 | 12/31/11 | 2 | 14 | 14.3 |
| Least Restrictive (Entries First Plc.: FFA) | 01/01/11 | 12/31/11 | 0 | 14 | 0.0 |
| Least Restrictive (Entries First Plc.: Group/Shelter) | 01/01/11 | 12/31/11 | 0 | 14 | 0.0 |
| Least Restrictive (Entries First Plc.: Other) | 01/01/11 | 12/31/11 | 0 | 14 | 0.0 |
| Least Restrictive (PIT Placement: Relative) | 01/01/12 | 01/01/12 | 13 | 17 | 76.5 |
| Least Restrictive (PIT Placement: Foster Home) | 01/01/12 | 01/01/12 | 3 | 17 | 17.6 |
| Least Restrictive (PIT Placement: FFA) | 01/01/12 | 01/01/12 | 0 | 17 | 0.0 |
| Least Restrictive (PIT Placement: Group/Shelter) | 01/01/12 | 01/01/12 | 0 | 17 | 0.0 |
| Least Restrictive (PIT Placement: Other) | 01/01/12 | 01/01/12 | 1 | 17 | 5.9 |

**Current Performance referenced in County Self-Assessment (*Probation* data extract Q3 2011):**

| Measure description | Most recent start date | Most recent end date | Most recent numerator | Most recent denominator | Most recent performance[1] |
|---|---|---|---|---|---|
| Least Restrictive (Entries First Plc.: Relative) | 01/01/11 | 12/31/11 | 0 | 2 | **0.0** |
| Least Restrictive (Entries First Plc.: Foster Home) | 01/01/11 | 12/31/11 | 0 | 2 | **0.0** |
| Least Restrictive (Entries First Plc.: FFA) | 01/01/11 | 12/31/11 | 0 | 2 | **0.0** |
| Least Restrictive (Entries First Plc.: Group/Shelter) | 01/01/11 | 12/31/11 | 2 | 2 | **100.0** |
| Least Restrictive (Entries First Plc.: Other incl. Wraparound) | 01/01/11 | 12/31/11 | 0 | 2 | **0.0** |
| Least Restrictive (PIT Placement: Relative) | 01/01/12 | 01/01/12 | 0 | 12 | **0.0** |
| Least Restrictive (PIT Placement: Foster Home) | 01/01/12 | 01/01/12 | 0 | 12 | **0.0** |
| Least Restrictive (PIT Placement: FFA) | 01/01/12 | 01/01/12 | 0 | 12 | **0.0** |
| Least Restrictive (PIT Placement: Group/Shelter) | 01/01/12 | 01/01/12 | 4 | 12 | **33.3** |
| Least Restrictive (PIT Placement: Other incl. Wraparound) | 01/01/12 | 01/01/12 | 8 | 12 | **66.7** |

**Current Performance (*CWS* data extract Q4 2011):**

| Measure description | Most recent start date | Most recent end date | Most recent numerator | Most recent denominator | Most recent performance[1] |
|---|---|---|---|---|---|
| Least Restrictive (Entries First Plc.: Relative) | 01/01/11 | 12/31/11 | 12 | 14 | **85.7** |
| Least Restrictive (Entries First Plc.: Foster Home) | 01/01/11 | 12/31/11 | 2 | 14 | **14.3** |
| Least Restrictive (Entries First Plc.: FFA) | 01/01/11 | 12/31/11 | 0 | 14 | **0.0** |
| Least Restrictive (Entries First Plc.: Group/Shelter) | 01/01/11 | 12/31/11 | 0 | 14 | **0.0** |
| Least Restrictive (Entries First Plc.: Other) | 01/01/11 | 12/31/11 | 0 | 14 | **0.0** |
| Least Restrictive (PIT Placement: Relative) | 01/01/12 | 01/01/12 | 13 | 17 | **76.5** |
| Least Restrictive (PIT Placement: Foster Home) | 01/01/12 | 01/01/12 | 3 | 17 | **17.6** |
| Least Restrictive (PIT Placement: FFA) | 01/01/12 | 01/01/12 | 0 | 17 | **0.0** |
| Least Restrictive (PIT Placement: Group/Shelter) | 01/01/12 | 01/01/12 | 0 | 17 | **0.0** |
| Least Restrictive (PIT Placement: Other) | 01/01/12 | 01/01/12 | 1 | 17 | **5.9** |

**Current Performance (*Probation* data extract Q4 2011):**

| Measure description | Most recent start date | Most recent end date | Most recent numerator | Most recent denominator | Most recent performance[1] |
|---|---|---|---|---|---|
| Least Restrictive (Entries First Plc.: Relative) | 01/01/11 | 12/31/11 | 0 | 2 | **0.0** |
| Least Restrictive (Entries First Plc.: Foster Home) | 01/01/11 | 12/31/11 | 0 | 2 | **0.0** |
| Least Restrictive (Entries First Plc.: FFA) | 01/01/11 | 12/31/11 | 0 | 2 | **0.0** |
| Least Restrictive (Entries First Plc.: Group/Shelter) | 01/01/11 | 12/31/11 | 2 | 2 | **100.0** |
| Least Restrictive (Entries First Plc.: Other incl. Wraparound) | 01/01/11 | 12/31/11 | 0 | 2 | **0.0** |
| Least Restrictive (PIT Placement: Relative) | 01/01/12 | 01/01/12 | 0 | 12 | **0.0** |
| Least Restrictive (PIT Placement: Foster Home) | 01/01/12 | 01/01/12 | 0 | 12 | **0.0** |
| Least Restrictive (PIT Placement: FFA) | 01/01/12 | 01/01/12 | 0 | 12 | **0.0** |
| Least Restrictive (PIT Placement: Group/Shelter) | 01/01/12 | 01/01/12 | 4 | 12 | **33.3** |
| Least Restrictive (PIT Placement: Other, incl. Wraparound) | 01/01/12 | 01/01/12 | 8 | 12 | **66.7** |

*As demonstrated by the performance data above, percentages can widely vary from quarter to quarter due to small child population numbers.*

**Target Improvement Goal CWS:** Maintain focus on family finding in order to sustain current performance, focusing on placing children with relative or non-relative extended family member (NREFM).

**Target Improvement Goal Probation:** Increase Relative and NREFM placements for Probation-placed children who are not eligible for Wraparound, and significantly reduce group home placements of Probation-placed youth.

**Priority Outcome Measure or Systemic Factor:** Permanency Composite 1- Reunification

**National Standard:** C1.1- Reunification Within 12 Months (Exit Cohort)- 75.2%; C1.2- Median Time to Reunification (Exit Cohort)- 5.4 months; C1.3- Reunification Within 12 Months- 48.4%; C1.4- Reentry Following Reunification (Exit Cohort)- 9.9%

**Current Performance referenced in County Self-Assessment (CWS data extract Q3 2011):** C1.1- Reunification Within 12 Months (Exit Cohort)- 25%; C1.2- Median Time to Reunification (Exit Cohort)- 13.1 months; C1.3- Reunification Within 12 Months- 50%; C1.4- Reentry Following Reunification (Exit Cohort)- 25%.

**Current Performance (CWS data extract Q4 2011):** C1.1- Reunification Within 12 Months (Exit Cohort)- 0%; C1.2- Median Time to Reunification (Exit Cohort)- 13.6 months; C1.3- Reunification Within 12 Months- 100%; C1.4- Reentry Following Reunification (Exit Cohort)- 10%.

*As demonstrated by the performance data above, percentages can widely vary from quarter to quarter due to small child population numbers.*

**Target Improvement Goal:** With a focus on promoting successful reunifications and reducing reentries, our goal is to reunify families within 12 months and to meet or exceed the national standard or goal for reentry.

| **Strategy 1:** Introduce Team Decision Making and/or Family Group Decision Making processes throughout each case at key decision points. | ☐ CAPIT<br>☒ CBCAP<br>☐ PSSF<br>☐ N/A | **Applicable Outcome Measure(s) and/or Systemic Factor(s):**<br>Permanency Composite 4- Placement Stability<br>Permanency Composite 1- Reunification<br>4B- Least Restrictive Placement (Entries, First Placement & Point in time) |
|---|---|---|
| **Action Steps:** | **Timeframe:** | **Person Responsible:** |
| **A.** In conjunction with the Inyo County Placement at Risk Review Team (ICPARRT), identify appropriate staff and partners to be facilitators of Team and Family Group Decision Making processes. | By June 2013 | Marilyn Mann, Social Services Director<br>Jacob Morgan, Probation Deputy Director<br>ICPARRT Leadership |
| **B.** Coordinate and complete an on-site training with UC Davis staff on how to facilitate Team Decision Making (TDM) and Family Group Decision Making (FGDM) processes. | By June 2013 | Marilyn Mann, Social Services Director<br>Darcy Miller, Social Services Division Secretary |
| **C.** Coordinate and complete ongoing internal Signs of Safety (SOS) training for Social Workers and Probation staff to utilize in conjunction with TDMs and other family decision making processes. | Ongoing | Krista Cooper, CWS Supervisor |
| **D.** Implement decision making processes, including TDM, FGDM, and SOS in CWS, Wraparound, and Probation cases. These processes/tools are to be used throughout each case at key decision points, around placement decisions. | By December 2013 | Krista Cooper, CWS Supervisor<br>Jacob Morgan, Probation Deputy Director<br>Wraparound Supervisor (vacant) |
| **E.** Establish and implement a monitoring plan to ensure consistent utilization of decision making processes. | By December 2013 | Krista Cooper, CWS Supervisor<br>Jacob Morgan, Probation Deputy Director<br>Wraparound Supervisor (vacant) |

| **Strategy 2:** Implement family finding strategies in Probation cases to increase Relative and Non-Related Extended Family Member (NREFM) placements for Probation-placed youth; and continue family finding efforts in CWS cases to maintain the current use of least restrictive placements. | ☐ **CAPIT**<br>☐ **CBCAP**<br>☐ **PSSF**<br>☒ **N/A** | **Applicable Outcome Measure(s) and/or Systemic Factor(s):**<br>4B- Least Restrictive Placement (Entries, First Placement &Point in time) |
|---|---|---|
| **Action Steps:** | **Timeframe:** | **Person Responsible:** |
| **A.** Research available family search databases to be used to locate and connect with families on behalf of clients. | December 2012 | Megan Solorio, CWS Human Services Supervisor |
| **B.** Plan, coordinate, and implement internal family finding training for Probation and CWS staff. | December 2012 | Megan Solorio, CWS Human Services Supervisor |
| **C.** Develop policies and best practice tools in Probation to support family finding efforts, and to comply with CDSS requirement for 30-day family contact letters. | July 2013 | Jacob Morgan, Probation Deputy Director |
| **D.** Implement (Probation)/continue (CWS) Family Search and engagement efforts to identify least restrictive placement options for foster youth. | Ongoing for CWS<br>Implement by June 2013 in Probation | Krista Cooper, CWS Supervisor<br>Jacob Morgan, Probation Deputy Director |
| **E.** IF time involved with family finding efforts exceeds staff availability, consider establishing a contract with Family Finding Organization to provide family search/engagement services. | Ongoing assessment of available resources & need for contract. | Jacob Morgan, Probation Deputy Director |

| | | |
|---|---|---|
| **F.** Monitor quarterly data reports to ensure that most or all foster children are in least restrictive placements, including: Wraparound, relative or NREFM placements. | Quarterly, as part of data report conference between CWS, Probation and CDSS.<br>Annually as part of SIP Update. | Anna Scott, Management Analyst |

| | | |
|---|---|---|
| **Strategy 3:** Implement parent education and home-visiting program. | ☒ **CAPIT**<br>☐ **CBCAP**<br>☐ **PSSF**<br>☐ **N/A** | **Applicable Outcome Measure(s) and/or Systemic Factor(s):**<br>Permanency Composite 4- Placement Stability<br>Permanency Composite 1- Reunification |
| **Action Steps:** | **Timeframe:** | **Person Responsible:** |
| **A.** Explore options to provide parent education classes and home-visiting services through an existing Inyo County division, preferably through collaboration between Child Welfare, Probation, Behavioral Health and First 5. | By October 2012 | Marilyn Mann, Social Services Director |
| **B.** Identify an appropriate evidence-based parent education curriculum and home visiting model that complements other services offered in the community while specifically addressing the service gap identified during the Inyo County CSA. | By October 2012 | Marilyn Mann, Social Services Director |
| **D.** Take steps necessary to hire a part-time County employee to implement parent education classes and home-visiting services. Also provide curriculum to Tecopa-based HHS employees for use with isolated communities in southeastern Inyo County. | By January 2013 | Marilyn Mann, Social Services Director |

| | | |
|---|---|---|
| **E.** Monitor services to ensure fidelity to chosen parent education curriculum; and monitor applicable outcome measures for impact. | Quarterly, as part of data report conference between CWS, Probation and CDSS.<br>Annually as part of SIP Update and OCAP annual report. | Anna Scott, Management Analyst<br>Marilyn Mann, Social Services Director |

| | | |
|---|---|---|
| **Strategy 4:** Expand support of existing Wraparound Services to further reduce group home placements. | ☐ **CAPIT**<br>☐ **CBCAP**<br>☐ **PSSF**<br>☒ **N/A** | **Applicable Outcome Measure(s) and/or Systemic Factor(s):**<br>Permanency Composite 4- Placement Stability<br>Permanency Composite 1- Reunification<br>4B- Least Restrictive Placement (Entries, First Placement & Point in time) |
| **Action Steps:** | **Timeframe:** | **Person Responsible:** |
| **A.** Hire a Wraparound Supervisor to: increase capacity for facilitating family team meetings; provide intensive oversight and supervision of Wraparound services and staff; and provide quality assurance and ensure fidelity to the Wraparound model. | By September 2012 | Marilyn Mann, Social Services Director<br>Wraparound Mid-Management Team |
| **B.** Continue training that includes Wraparound principles, facilitation skills, use of TDMs and other family decision making tools; and SOS. | Ongoing | Wraparound Supervisor (vacant) |
| **C.** Increase identification and engagement of natural family supports through use of family decision making tools, Wraparound family attendance at foster parent socials; and other strategies. | Ongoing | Wraparound Supervisor (vacant)<br>Wraparound Team |

## Part II – CAPIT/CBCAP/PSSF

### *F. Cover Sheet*

| CAPIT/CBCAP/PSSF Contact and Signature Sheet | |
|---|---|
| **Period of Plan:** | **August 2012 – July 2017** |
| **Date Submitted:** | **October 31, 2012** |
| | |
| **Submitted by:** | **Board of Supervisor Designated Public Agency to Administer CAPIT/CBCAP/PSSF programs** |
| **Name & title:** | Jean Turner, Director, Health and Human Services Department |
| **Signature:** | Jean Turner |
| **Address:** | 163 May St., Bishop, CA 93514 |
| **Fax:** | (760) 873-6505 |
| **Phone & Email** | (760) 873-3305, jturner@inyocounty.us |
| | |
| **Submitted by:** | **Child Abuse Prevention Council (CAPC) Representative** |
| **Name & title:** | Pamela Blackwell, Children's Services Council Chairperson |
| **Signature:** | |
| **Address:** | 162 J Grove St., Bishop, CA 93514 |
| **Fax:** | (760) 873-3277 |
| **Phone & Email** | (760) 873-6533, pblackwell@inyocounty.us |
| | |
| **Submitted by:** | **Parent Consumer/Former Consumer (Required if the parent is not a member of the CAPC)** |
| **Name & title:** | Becky Rambeau |
| **Signature:** | Becky Rambeau |
| **Address:** | 247 S. Pa Ha Ln. Bishop CA 93514 |
| **Fax:** | N/A |
| **Phone & Email** | (760) 937-3495 |

| | |
|---|---|
| **Submitted by:** | **PSSF Collaborative Representative, if appropriate** |
| **Name & title:** | Megan Solorio, HHS Human Services Supervisor |
| **Signature:** | |
| **Address:** | 162 J Grove St., Bishop, CA 93514 |
| **Fax:** | (760) 872-1749 |
| **Phone & Email** | (760) 872-1727, msolorio@inyocounty.us |

| | |
|---|---|
| **Submitted by:** | **CAPIT/CBCAP/PSSF Liaison** |
| **Name & title:** | Marilyn Mann, HHS Social Services Division Director |
| **Signature:** | |
| **Address:** | 162 J Grove St., Bishop, CA 93514 |
| **Fax:** | (760) 872-1749 |
| **Phone & Email** | (760) 872-1727, mmann@inyocounty.us |

| | **Board of Supervisors (BOS) Approval** |
|---|---|
| **BOS Approval Date:** | |
| **Name:** | |
| **Signature:** | |

## G. CAPIT/CBCAP/PSSF Plan

### 1. CAPC/CCTF Council

In the early 1990's, Inyo County organized the Children's Services Council (CSC) pursuant to Welfare and Institutions Code (WIC) Section 18986.10 to serve as the County's interagency children's services coordination council. Due to the county's small population and limited resources, the Board of Supervisors also designated the CSC as the Child Abuse Prevention Council (CAPC) pursuant to WIC 18983 in 2002, and made the CSC the organization responsible for administering County Children's Trust Fund (CCTF) money. Additionally, the CSC functions as the PSSF Collaborative. Combining all of these functions within one council allows for efficient decision making, given many of the council members would be required to participate in multiple different meetings if the required functions under WIC Sections 18960, 18983, and 18986, et. al. were separated out into different groups. The current CSC membership is comprised of County departments that provide services to children and families, local law enforcement, local schools, the juvenile Court, and private non-profits. The current CSC roster is included in Attachment F.

### 2. Parent Consumers

Parent consumers are not formally included in the CSC membership. However, efforts are made to include parents in service provision, planning and improvement. Currently, parent involvement varies in intensity depending upon the services received by, and needs of, each family. During the CSA process, both biological and foster parents were invited to participate in focus groups to determine areas of strength, and areas of improvement for the child welfare and juvenile probation systems. Additionally, the Health and Human Services Department conducts annual consumer satisfaction surveys. At that time, all consumers, including parents involved with child welfare and behavioral health services have the opportunity to provide general or specific feedback regarding the services they receive, or to identify areas of need. This information is used to inform new practices and feeds into program performance evaluation.

### 3. The Designated Public Agency

The Inyo County Board of Supervisors has designated the county Health and Human Services (HHS) Department as the agency responsible for administering CAPIT/CBCAP/PSSF funding and programs. HHS is therefore responsible for monitoring subcontractors, integration of local services, fiscal compliance, data collection, preparing amendments to the county plan, preparing annual reports, and outcomes evaluation.

### 4. Role of CAPIT/CBCAP/PSSF Liaison

The HHS Social Services Director is the CAPIT/CBCAP/PSSF liaison. The role of the liaison is to ensure that all program, fiscal, and statistical requirements are met in a timely manner.

### 5. Fiscal Narrative

The HHS Department's fiscal division is responsible for receiving, tracking and distributing funds for authorized uses. Within the overall fiscal tracking and management systems, CAPIT/CBCAP/PSSF funds are separately managed and disseminated as required.

All funds received in the HHS fiscal division are tracked individually. Each revenue stream is verified by two fiscal staff and then the supervisor advises which budget the revenue is deposited into. Deposits are done daily by fiscal staff. The deposits are then turned into the Inyo County Treasurers' office for daily banking. A copy of the deposit is turned into the Inyo County Auditor's office to record the transaction into the proper budget unit. HHS Fiscal staff then reconcile the deposits with the Account Director Reports (General Ledgers) monthly to insure that each transaction was recorded correctly.

CAPIT funds are distributed monthly through Realignment 2011. Each month the funds are deposited into the Realignment 2011 trust into the CAPIT Subcategory. All 2011 Realignment funds are tracked monthly onto a spreadsheet. Quarterly the Social Services County Expense Claim (CEC) is completed, and if any CAPIT funds were used a transfer of the funds into the Social Services Budget would occur for the amount claimed.

PSSF funds are distributed monthly from the State on an AA190 form. They are deposited directly into the Social Services Budget. Each funding source is tracked separately on a Revenue Tracking Spreadsheet. Each quarter after the CEC is completed the PSSF funds are tracked by what was deposited and what was spent. The State also keeps track of these funds and will then either offset or settle what is owed to PSSF each quarter.

CBCAP funds have their own budget unit against which expenditures are tracked. CBCAP sits in its own fund and they are tracked separately each year.

Funding is leveraged to establish, support, or expand community-based and prevention-focused programs and activities, as described below. The funds received by Inyo County will continue to be used to supplement, not supplant, other State and local public funds and services.

***Parent Education and Outreach.*** The Child Abuse Prevention Intervention and Treatment (CAPIT) fund of $60,000 had previously been contracted with a local non-governmental organization (NGO) to provide home-based parent education and support. However, within the last four years, the NGO, citing increased administrative costs that cannot be fully covered by the grant, discontinued their contract with the county. Since there is no longer a competitive process required for CAPIT funds, Child Welfare will use the funds to provide parent education programming and home-visiting services that target families with infants and young children. Currently, the county is researching Triple P- Positive Parenting Program as a possible evidence-based program. Due to the small population and limited resources in Inyo County, it is important to carefully consider whether new programs can be implemented with fidelity. If Triple P, or a similar parent education program, is determined to be inappropriate for implementation in Inyo County, we will work with the CDSS OCAP liaison to update the system improvement plan and associated expenditures spreadsheet to reflect changes.

Triple P- Positive Parenting Program: The Triple P-Positive Parenting Program targets parents and caregivers of children from birth to age 18. This program is flexible in that it provides different interventions and strategies based on five separate age groups. According to the California Evidence Based Clearinghouse website, Triple P "...aims to prevent severe behavioral, emotional and developmental problems in children by enhancing the knowledge, skills, and confidence of parents. It can be provided individually, in a group, or as a self-directed format. It incorporates five levels of intervention on a tiered continuum of increasing strength for parents of children and adolescents from birth to age 16."

***Parent Education and Connections to Services in Southeastern Inyo County*** Through the Community Based Child Abuse Prevention (CBCAP) fund, $26,323 is available to support community prevention activities. Historically, our community has identified the very isolated southeast area of our

county as a target for these funds. The southeast region of our county includes Tecopa, Shoshone, and the Death Valley region, which is approximately three to four-and-a-half hours from the primary population base in Bishop, California. These monies partially fund two full-time staff that provide a wide range of Social Services and related Health and Human Services to community members. Services include prevention education, outreach, referrals, transportation, and other supportive services. The staff in this remote, outlying area is instrumental in the early identification of children and family in need of support, as well as providing support as directed through Social Services, Behavioral Health, and prevention programming. As Inyo implements an evidence based parent education program, such as Triple P, in the southeastern Inyo staff will also be trained to provide those services.

***Individualized Services to Support Families*** The Promoting Safe and Stable Families (PSSF) fund provides $11,423 to Inyo County to support families involved with Child Welfare Services. Given the small allocation that must be divided among the four PSSF priorities, Inyo County has not contracted the services out historically. Rather, Child Welfare individualizes the use of these funds to meet the specific needs of families to promote stability, reunification and permanency. There are four PSSF components within PSSF. The following services are provided under the specific components as follows:

Family Support: There is $3000 allocated to this component of PSSF, and the funds are targeted primarily to Family Maintenance (FM) clients. Historically, Family Support funding has been used to pay for lodging for a parent while her child was in the hospital, and paying for parents in FM to attend parenting classes.. Services provided under this category will continue to be individualized based on family needs.

Family Preservation: There is $3000 allocated to the Family Preservation component of PSSF, and services are targeted to support Family Maintenance (FM) clients. Services provided under this category include providing transportation to services; paying for counseling for an undocumented mother with no insurance to support FM purchasing child care to promote family stability while the parents conducted job searches, and paying for a child to attend camp for socialization and caregiver respite. Services provided under this category will continue to be individualized based on family needs.

Time-Limited Reunification: There is $3000 allocated to the Time-Limited Reunification component of PSSF. Services provided under this component are targeted to family reunification (FR) cases and have historically included assisting family visitation with children in placement, as part of reunification, purchasing local foster care resources to allow for local visit with children who had formerly been placed out-of-county, paying for parenting classes, facilitating a foster parent and approved relative caregiver support group to support placement stability. Services provided under this category will continue to be individualized based on family needs.

Adoption Promotion & Support: There is $2243 allocated to the Adoption Promotion and Support component of PSSF. Services provided under this component are targeted to adoption or prospective adoption cases and have historically included paying for childcare to support proposed adopted parents in order to stabilize placement, and providing training for prospective adoptive parent individualized to their specific training needs. Services provided under this category will continue to be individualized based on family needs.

References:

The California Evidence-Based Clearing House for Child Welfare, http://www.cebc4cw.org/program/ (August 8, 2012).

Family to Family California, http://www.f2f.ca.gov/team.htm (August 8, 2012).

## 6. Local Agencies Request for Proposal

As the designated public agency, the Inyo County Health and Human Services Department makes the following assurances:

ii. Priority will be given to private, nonprofit agencies with programs that serve the needs of children at risk of abuse or neglect and that have demonstrated effectiveness in prevention or intervention.

iii. Agencies eligible for funding will be required to provide evidence that demonstrates broad-based community support and that proposed services are not duplicated in the community, are based on needs of children at risk, and are supported by a local public agency.

iv. Projects funded shall be culturally and linguistically appropriate to the populations served.

v. Training and technical assistance shall be provided by private, nonprofit agencies to those agencies funded to provide services.

vi. Services to minority populations shall be reflected in the funding of projects.

vii. Projects funded shall clearly be related to the needs of children, especially those 14 years of age and under.

viii. The county will comply with federal requirements to ensure that anyone who has or will be awarded funds has not been suspended or debarred from participation in an affected program.

ix. Non-profit subcontract agencies must have the capacity to transmit data electronically.

Additionally, for the use of CAPIT funds, the Inyo County Health and Human Services Department makes the following assurances:

i. Priority for services shall be given to children who are at high risk, including children who are being served by the county welfare departments for being abused and neglected and other children who are referred for services by legal, medical, or social services agencies.

ii. The agency funded shall demonstrate the existence of a 10 percent cash or in-kind match, other than funding provided by the CDSS.

### 7. CBCAP Outcomes

***Community Based Child Abuse Prevention.***

CBCAP funding is used to provide child abuse prevention education and provide assistance in stabilizing families with multiple issues of concern in the most remote area of the county. The long term goal of these prevention efforts is to reduce the occurrence of child abuse, and to decrease the recurrence of child abuse. Intermediate outcomes include increasing parent engagement and child participation in community activities. The short term goal is to provide a point of contact in the community for families to access information and initiate referrals to services. Members of the Inyo County HHS staff meet with the community members quarterly to provide a forum for direct feedback and use the opportunity to monitor the direct services that are provided in the remote regions of the county. Parents, citizens, NGOs, LEAs, and other community members able to attend these quarterly forums may discuss any progress or setbacks that have been noticed. Pre and post-service consumer satisfaction surveys are collected throughout the year to identify overall satisfaction with services provided.

### 8. CBCAP Peer Review Activities

The county does not intend to participate in peer review activities during this planning cycle.

### 9. Service Array

Community services in Inyo County range from parenting education, child abuse prevention/domestic violence prevention education, family resource centers, Salvation Army, and environmental prevention programs such as tobacco education, AIDS awareness and pregnancy prevention, and are targeted to the general public. However, many of the programs have eligibility criteria ranging from income eligibility to specific special needs eligibility. A summarized list of available resources is included on the following page.

Many of the services provided are available countywide to some degree, although the level of intensity varies depending upon geographic location, availability of private service providers, and staff availability. There are limited private service providers in several areas of the county; most are in the two largest population centers, Bishop and Lone Pine. High transportation costs to both families and agencies limit service availability to some areas of the county.

For several years, CBCAP funds have been used to fund staff in the isolated southeastern portion of Inyo County. The staff, based in Tecopa, provide outreach and education to individuals and families, and also help connect residents to professional service providers, who are primarily based in northern Inyo County.

Health and Human Services has work in conjunction with the Children's Services Council to identify service gaps during the CSA and SIP process. During the most recent CSA, it became clear that there is a countywide gap in parent education services, Therefore, the county plans to address this service gap in this SIP cycle.

| Inyo County Services Targeted to Families At Risk for Entering the CWS system and *Those with Key Risk Factors for Child Maltreatment* | |
|---|---|
| • Inyo County Social Services: voluntary and court ordered family maintenance services, TANF, vocational job training, etc.<br>• Inyo County Probation: presence at school sites, school-based prevention activities<br>• Kern Regional Center/Great Steps Ahead: programs designed to meet the needs of children and families that meet Regional Center criteria<br>• Inyo County Behavioral Health Services: serves Medi-Cal eligible population with counseling, crisis intervention with 24-hour availability for children and families, case management and parenting education. Also provided Parent Child Interactive Therapy for parents of children under 10 years old. Substance Use Disorder treatment services, Drinking Driver Programs.<br>• Mental Health Services Act Wellness Center: Provides consumer-run classes and groups. Offers daily support to mental health consumers and their families.<br>• Inyo County Public Health Division: *very* limited high-risk nursing outreach services with a primary focus on pregnant and parenting teens.<br>• Foster Care Nurse: Assists in preparing health passport for all children in foster care.<br>• Toiyabe Family Services: provides behavioral health services to Native Americans and other qualified populations.<br>• CA Children's Services: Nurse case management to assist eligible families with children's special medical needs.<br>• Sexual Assault Response Team (SART): Through multi-agency involvement, provides counseling and support to sexual assault victims.<br>• Women, Infants and Children (WIC): food programs operated by Inyo County and By the Bishop Paiute Tribe.<br>• Owens Valley Career Development Center: vocational education serving primarily Native American adults. | • First 5 Commission: addresses needs and services for children ages 0-5 and their families. Provides parenting education, playgroups, and prevention partnerships with Public Health, WIC, and other CBOs.<br>• Inyo County Superintendent of Schools (ICSOS) Child Care Connections: childcare referrals and child care subsidies. Also vocational training programs, prevention partnership with Juvenile Probation in continuation school.<br>• Local churches and services organizations, including community recovery and support at the Methodist Church in Bishop<br>• Healthy Families of Southern Inyo (CBO): Offers after school and summer activities for children and families in Lone Pine and other southern Inyo County communities.<br>• Wild Iris (CBO): domestic violence/child abuse agency providing child abuse/domestic violence prevention education, parenting education, and 24 hour crisis hotline<br>• Salvation Army (Faith-based CBO): Services to pregnant and parenting teens and a variety of emergency services including food, shelter, and clothing.<br>• IMACA (CBO): provides a variety of services to assist at risk families including emergency housing assistance, shelter, food, clothing, rental assistance, and job training and placement.<br>• Head Start programs: one community-based and one serving primarily Native American children.<br>• Alpine Counseling (private): Domestic Violence Batterers groups, victims programs, parenting<br>• Positive Solutions (private): Provides behavioral health and recovery services, including anger management and domestic violence groups.<br>• Inyo County Mentoring Program<br>• FamilyPact: Woman's reproductive healthcare services. |

## Attachments

- A- Services and Expenditure Summary spreadsheet
- B- PQCR Executive Summary
- C- CSA Executive Summary
- D- BOS resolution approving the SIP
- E- BOS Resolution establishing CSC as CAPC and CCTF Council
- F- CAPC Roster for Fiscal Years 2010-2013
- G- SIP planning committee roster- attached
- H- BOS approved Notice of Intent

# Attachment A

# OCAP Services and Expenditures Summary Worksheet

Three-year CAPIT/CBCAP/PSSF Services and Expenditure Summary
Proposed Expenditures
Worksheet 1

**(1) COUNTY:** Inyo **(2) PERIOD OF PLAN:** 8/1/12 **thru** 7/31/17 **(3) YEAR:** 1, 2, 3, 4, 5

**(4) FUNDING ESTIMATES —** **CAPIT:** 60,000 **CBCAP:** 26,500 **PSSF:** 11,243 **OTHER:**

| Line No. | Title of Program / Practice | SIP Strategy No., if applicable | Name of Service Provider, if available | CAPIT | CBCAP | | | | PSSF | | | | | OTHER SOURCES | NAME OF OTHER | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | From Column H | | | | | | |
| | | | | Dollar amount that will be spent on CAPIT Direct Services | Dollar amount that will be spent on CBCAP Direct Services | Dollar amount that will be spent on CBCAP Infra Structure | Dollar amount that will be spent on Public Awareness, Brief Information or Referral Activities | Dollar amount of CBCAP allocation to be spent on all CBCAP activities — sum of columns F1, F2, F3 | Dollar amount of PSSF allocation that will be spent on PSSF activities — sum of columns G2, G3, G4, G5 | Dollar amount of Column G1 that will be spent on Family Preservation | Dollar amount of Column G1 that will be spent on Family Support | Dollar amount of Column G1 that will be spent on Time-Limited Reunification | Dollar amount of Column G1 that will be spent on Adoption Promotion & Support | Dollar amount that comes from other sources | List the name(s) of the other funding source(s) | Total dollar amount to be spent on this Program / Practice — sum of columns E, F4, G1, H1 |
| A | B | C | D | E | F1 | F2 | F3 | F4 | G1 | G2 | G3 | G4 | G5 | H1 | H2 | I |
| 1 | Parent education and home visiting program (such as Triple P) | 3 | Inyo County Health and Human Services | 60,000 | | | | $0 | $0 | | | | | | | $60,000 |
| 2 | Parent Education and connection to services for isolated families in Southeastern Inyo County | 3 | Inyo County Health and Human Services | | | | 26,323 | $26,323 | $0 | | | | | | | $26,323 |
| 3 | Individualized services to support families | | Inyo County Health and Human Services | | | | | $0 | $11,243 | 3,000 | 3,000 | 3,000 | 2,243 | | | $11,243 |
| 4 | | | | | | | | $0 | $0 | | | | | | | $0 |
| 5 | | | | | | | | $0 | $0 | | | | | | | $0 |
| 6 | | | | | | | | $0 | $0 | | | | | | | $0 |
| 7 | | | | | | | | $0 | $0 | | | | | | | $0 |
| 8 | | | | | | | | $0 | $0 | | | | | | | $0 |
| 9 | | | | | | | | $0 | $0 | | | | | | | $0 |
| 10 | | | | | | | | $0 | $0 | | | | | | | $0 |
| 11 | | | | | | | | $0 | $0 | | | | | | | $0 |
| 12 | | | | | | | | $0 | $0 | | | | | | | $0 |
| 13 | | | | | | | | $0 | $0 | | | | | | | $0 |
| 14 | | | | | | | | $0 | $0 | | | | | | | $0 |
| 15 | | | | | | | | $0 | $0 | | | | | | | $0 |
| 16 | | | | | | | | $0 | $0 | | | | | | | $0 |
| 17 | | | | | | | | $0 | $0 | | | | | | | $0 |
| 20 | | | | | | | | $0 | $0 | | | | | | | $0 |
| 21 | | | | | | | | $0 | $0 | | | | | | | $0 |
| 22 | | | | | | | | $0 | $0 | | | | | | | $0 |
| 23 | | | | | | | | $0 | $0 | | | | | | | $0 |
| 24 | | | | | | | | $0 | $0 | | | | | | | $0 |
| 25 | | | | | | | | $0 | $0 | | | | | | | $0 |
| | Totals: | | | 60,000 | 0 | 0 | 26,323 | $26,323 | $11,243 | 3,000 | 3,000 | 3,000 | 2,243 | 0 | | $97,566 |

Three-year CAPIT/CBCAP/PSSF Services and Expenditure Summary
CAPIT Programs, Activities and Goals
Worksheet 2

**(1) COUNTY:** Inyo **(2) YEAR:** 1-5

| Line No. | Title of Program/Practice | Unmet Need | CAPIT Direct Service Activity | | | | | | | | | | | | | | Other Direct Service Activity (Provide Title) | Goal |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Family Counseling | Parent Education & Support | Home Visiting | Psychiatric Evaluation | Respite Care | Day Care/ Child Care | Transportation | MDT Services | Homemakers Teaching & Demonstrating | Family Workers | Temporary In Home Caretakers | Health Services | Special Law Enforcement | Other Direct Service | | |
| A | B | C | D1 | D2 | D3 | D4 | D5 | D6 | D7 | D8 | D9 | D10 | D11 | D12 | D13 | D14 | E | F |
| 1 | Parent education and home visiting program (such as Triple P) | CSA pg. 50 | | X | X | | | | | | X | | | | | | | Children and Youth Are Nurtured, Safe and Engaged |
| 4 | Parent education curriculum | CSA pg. 50 | | X | | | | | | | | | | | | | | Families Are Strong and Connected |

Three-year CAPIT/CBCAP/PSSF Services and Expenditure Summary
CBCAP Programs, Activities and Goals
Worksheet 3

**(1) COUNTY:** Inyo **(2) YEAR:** 1-5

| Line No. | Title of Program/Practice | Unmet Need | Public Awareness, Brief Information or Information Referral | CBCAP Direct Service Activity: Voluntary Home Visiting | Parenting Program (Classes) | Parent Mutual Support | Respite Care | Family Resource Center | Family Support Program | Other Direct Service | Other Direct Service Activity (Provide Title) | Logic Model Exists | Logic Model Will be Developed | EBP / EIP (Identify Level): Program Lacking support | Programs & Practices Emerging & Evidence Informed | Promising Programs & Practices | Supported | Well Supported | County has documentation on file to support Level selected | Goal |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A | B | C | D | E1 | E2 | E3 | E4 | E5 | E6 | E7 | F | G1 | G2 | H1 | H2 | H3 | H4 | H5 | I | J |
| 2 | Parent Education and connection to services for isolated families in Southeastern Inyo County | CSA pg. 52 & 60 - continue to fund position in SE Inyo to provde education and connection to services | X | | X | | | | | X | transportation to services, assistance connecting to service providers | | | X | | | | | | Identified Families Access Services and Supports |

Three-year CAPIT/CBCAP/PSSF Services and Expenditure Summary
PSSF Program, Activities and Goals
Worksheet 4

**(1) COUNTY:** Inyo **(2) YEAR:** 1-5

| Line No. | Title of Program/Practice | Unmet Need | PSSF Family Preservation | | | | | | | PSSF Family Support Services (Community Based) | | | | | | | | Time Limited Family Reunification Services | | | | | | | Adoption Promotion and Support Services | | | | | Other Direct Service Activity (Provide Title) | Goals |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Preplacement Preventive Services | Services Designed for Child's Return to their Home | After Care | Respite Care | Parenting Education & Support | Case Management Services | Other Direct Service | Home Visitation | Drop-in Center | Parent Education | Respite Care | Early Development Screening | Transportation | Information & Referral | Other Direct Service | Counseling | Substance Abuse Treatment Services | Mental Health Services | Domestic Violence | Temporary Child Care/ Crisis Nurseries | Transportation to / from Services / Activities | Other Direct Service | Pre-Adoptive Services | Post-Adoptive Services | Activities to Expedite Adoption Process | Activities to Support Adoption Process | Other Direct Service | | |
| A | B | C | D1 | D2 | D3 | D4 | D5 | D6 | D7 | E1 | E2 | E3 | E4 | E5 | E6 | E7 | E8 | F1 | F2 | F3 | F4 | F5 | F6 | F7 | G1 | G2 | G3 | G4 | G5 | H | I |
| 3 | Supporting individualized direct services to families | CSA pg. 18 | | | | | X | | X | | | X | | | | | X | | | | | X | X | X | | | | X | X | Financial support for parenting classes; transportation; family visitation to children in placement; removal of barriers to stable housing. | Families Are Strong and Connected |

# Attachment B

## Inyo County Peer Quality Case Review (PQCR) Summary

Inyo County conducted a Peer Quality Case Review (PQCR) of Child Welfare and Probation cases June 21-23, 2011, in accordance with the requirements of the California Child and Family Services Review (C-CFSR) process. Child Welfare Services identified placement stability as the focus area for the purposes of this PQCR, and Probation elected to focus on least restrictive placements or promoting positive placements. Peers from throughout California (in both Child Welfare and Probation), plus two local Indian Child Welfare Act (ICWA) representatives, conducted the review and provided insight on the strengths and challenges facing Inyo County.

The peer team concluded the review with a final debrief discussion that included the Child Welfare and Probation staff. The final recommendations are as follows:

*Recommendations to improve Placement Stability in Child Welfare placement cases*

- Develop a policy and procedure manual.
- Train/develop concurrent case planning.
- Since adoption services are contracted to Kern County Adoptions, involve that agency earlier in the reunification process.
- Formalize information sharing between partners to make the transfer of information in a timelier manner.
- Host multi-disciplinary team meetings with Toiyabe Family Services.
- Add a Team Decision Making (TDM) meeting at the time of removal.

*Recommendations to promote positive probation placements*

- Create a policy and plan of action to comply with ICWA laws.
- Investigate reintegration services for probation-placed youth.
- Create reintegration plans for youth.
- Host multi-disciplinary team meetings with Toiyabe Family Services.
- Host Family Team Meetings.

Inyo County Child Welfare and Probation reviewed the results of the PQCR and have used the insight gained during this process to inform the CSA, and eventually, a System Improvement Plan (SIP) to complete this cycle of the C-CFSR process.

# Attachment C

# Inyo County Self-Assessment Summary

Inyo County's Child Welfare Self-Assessment was conducted during the second quarter of the 2011-2012 fiscal year. Participation and input from various community and agency stakeholders, as specified by AB 636, review of available data through State Child Welfare reporting systems, and other relevant documentation was used to analyze each state outcome in conjunction with County Child Welfare and Juvenile Probation systems that serve children and families.

The County Self-Assessment process is affording the community an opportunity to frame its services to children and families, beginning with child abuse prevention and ending with formal system intervention. Community stakeholders are invited to participate in ongoing system improvement efforts. Health and Human Services representatives report annual System Improvement Plan updates, Peer Quality Case Review findings and other program information to members of the Children's Services Council on a regular basis.

The self-assessment focuses on the County's strengths and areas needing improvement as they relate to Inyo's achievement of the State mandated outcomes. The outcomes include:

- Children are, first and foremost, protected from abuse and neglect.
- Children are safely maintained in their homes whenever possible and appropriate.
- Children have permanency and stability in their living situations without increasing reentry to foster care.
- The continuity of family relationships and connections is preserved for children.
- Families have enhanced capacity to provide for their children's needs.
- Children receive services appropriate to their educational needs.
- Children receive services adequate to their physical, emotional, and mental health needs.
- Youth emancipating from foster care are prepared to transition to adulthood.

Inyo County's ability to achieve success with children and families is significantly influenced by the large, rural geographical setting combined with low population density. These communities have high standards for the treatment of its children, a low tolerance for challenging behaviors, and an expectation that Child Welfare and Probation systems will address the related concerns in an urgent yet sensitive manner.

*Safety Outcomes*

Inyo County's low population, small communities and strong law enforcement institutions insure a higher degree of accountability for its citizens and, therefore, a safer environment for all. County strengths include:

- high levels of face-to-face oversight of children in placement
- individualized service provision through child-specific case planning
- commitment to and involvement in the lives of children and families either at-risk for or participating in the Child Welfare system as evidenced by many voluntary family maintenance casework with families

In addition, schools, law enforcement, and community agencies work effectively together in identifying and monitoring at-risk youth/families. The small size of Inyo's systems enhances these efforts.

Although the evidence is only anecdotal, the county receives a number of self-referrals from parents who are using various substances. The needs for the community will continue to revolve around a lack of resources readily available in the community, specifically substance use/abuse and parenting education groups. Areas for improvement might include:

- Continued implementation of Wraparound services in order to reduce the number of out-of-home placements, reduce recurrence of abuse, and help families increase their own community-based supports.
- Review Wraparound program and attempt to expand this program to receive referrals for younger children in the community who may be at risk of detention, probation, or out-of-home placement.
- Continued participation in activities that address substance abuse prevention and intervention.
- Consistently utilize the risk assessment tools at appropriate junctures to ensure that Child Welfare interventions not only promote child safety, but also reduce risk for recurrence and reentry.
- Support early prevention efforts, such as Protective Factors work in First 5, early treatment and intervention with young children and families.

*Permanency and Stability Outcomes*

When children can remain in the community and in proximity of his/her parent, reunification services can be successful and permanent, stable living situations can be achieved for children. As previously stated, the county does not run its own children's shelter. While other counties may find this to be a limitation, the lack of this resource helps Inyo County reinforce the desire to place children in a home setting, and preferably with a relative. The shared philosophies among all parties involved in service provision as well as their commitment to working together in the best interest of the child highlights a strength of the community. Other strengths in these outcomes include:

- Ability to keep sibling groups together
- Keeping children in the community and with families- 80% of children are in some sort of placement with family
- Low number of placement changes for children in care

A barrier to permanency and stability success in Inyo County appears to be its lack of local placement options and limited services, specifically with children involved in probation. These children are often placed out of the community as there are placements with more experience in dealing with challenging or high risk behaviors. The need for placement options has decreased with the formal Wraparound approach. However, continuing collaborative efforts to recruit, retain, and train new local placement options could also help alleviate many of the consequences arising from out of the area placements.

Other areas for improvement or focus include:

- Utilizing the Family Finding Program as well as relative placements when working with children involved in probation.
- Exploring the implementation of TDMs for children in care; use of TDMs early on in case planning.
- Continuing to provide training to foster parents in order to increase their capacity to handle challenging behaviors.
- Improve change management and support managers and coaches in MI and EPICS to ensure effective adaptive change in the Probation practice model. Monitor and manage process fatigue.

*Family Relationships and Community Connections*

Individualizing services to meet the needs of children and families, which includes maintaining children within the community and in proximity of family supports is one of Inyo County's greatest strengths. Collaborative relationships between CWS system staff and the local ICWA representatives, along with Native American community service providers, are notable. Other strengths include:

- Continued efforts to place children in least restrictive environments in the community
- Continued efforts and successes with ICWA placements for the families in the Native American community
- Continued efforts in Child Welfare to find family members and connect children to a family resource
- Expansion of the working relationship between ICWA, ICJC, and Toiyabe services

The most significant barrier to maintaining family relationships and community connections is the lack of appropriate local placement options. Areas of improvement would include:

- Exploration of Indian Customary Adoption in Child Welfare.
- Services for counseling for families, mental health services for children, and parent education/support opportunities that address dealing with challenging behaviors.
- Sustain and maintain family support through a home-based service.
- Increase Probation's efforts to find family members and connect children to a family resource; increase Family Finding efforts for Probation
- Continuing efforts to complete TDMs throughout case planning with families and community members involved with the family.
- Improved ICWA/Probation communication and collaboration on juvenile cases, as appropriate.
- Continue to look for ways to forge and support improved and sustained collaboration among limited community resources. Strengthen CAPC and look for way to improve attendance and participation.
- Find appropriate agency to administer CAPIT funds (including consideration of County-based administration) through a home-based program that supports child abuse prevention by using PQCR and Self -Assessment findings to help redefine the priority services.

*Child and Family Well-Being*

Despite the constraints and challenges posed by geographic isolation, low population base and limited local resources, Inyo County has a number of strengths that contribute to its ability to achieve positive outcomes for all youth, including transitional youth. The transitional youth will continue to be monitored due to the passage of AB 12/212, where children who "age out" in care will now be able to receive services up until the age of 21. Other strengths include:

- Children receiving proper medical, dental, academic, and psychotropic medication in a timely manner
- Continued placement of children in their community and in the least restrictive environment

Agency staff and community members are acutely aware of the needs of every child in the system, and feel the impact of a youth's success or failure to become independent adults. Young adults receive individualized planning, case monitoring, and support to the extent that financial resources and staff time allow. Commitment to assisting these transitional aged youth is evidenced by the positive, cross-system, collaborative relationships with behavioral health, probation, the juvenile court, law enforcement, local education agencies, and community-based organizations that serve high-risk populations.

Inyo's ability to achieve positive outcomes for transitional youth could be improved by addressing identified areas of weakness. Areas for improvement might include:

- Continuous research of affordable housing options.
- Engaging youth initially and then keeping them engaged.
- Enhance the employment skill building services available to ILP youth, transition-aged youth and parents.
- Identifying, recruiting, and offering services to all youth eligible for ILP services.
- Implementing TDMs early on in the case planning process.
-

*Conclusion and Recommendations*

Inyo County's Child Welfare systems have a number of strengths that include its unified philosophy, effective communication between involved parties, commitment to building and maintaining relationships/partnerships between community agencies, individualized approach to serving children and families, systems that support high levels of accountability, and relationships with local ICWA representatives.

Maintaining sufficient levels of trained staff will be important to further Inyo's ability to achieve outcomes for children and families. To enhance community involvement, maximize community strengths and resources, and broaden the scope of input, volunteers that include children and families who receive services should continue to be recruited to participate in activities related to the implementation of the Child Welfare Improvement and Accountability Act.

*Priority areas for improvement or focus*:

1. The lack of local placement options for children is a common finding throughout this self-assessment. As a small, rural county with limited resources, Inyo experiences very real barriers to developing and maintaining a viable network of in-county placement options for children. However, Inyo County could begin to address the barriers by:

    - Developing a community-wide, systematic approach to recruiting, training, and retaining in-county placement options.
    - Continued Wraparound services in order to keep children with their families, in their own communities, and in familiar schools.
    - Development of and implementation of TDMs early on in case planning with probation and child welfare referrals.
    - Utilizing the Family Finders program and looking at relative placement when working with children and families involved in probation

2. Continued focus on maintaining an up-to-date CWS/CMS database as well as increasing knowledge about and accessing available reports will provide the information necessary to monitor services and achievement of Outcomes. Utilize available State and National data to make relevant comparisons as a component in continued self-assessment.

3. Focus prevention funds into addressing needs of families that are isolated and in service gaps. Continue to assess a preventive home-based service to include parent education and support services.

# Attachment D

# Inyo County Board of Supervisor's Resolution Approving the System Improvement Plan

# Attachment E

## Inyo County Board of Supervisor's Resolution Establishing the Children's Services Council as the Child Abuse Prevention Council and the Agency Designated to Administer California Children's Trust Fund

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the *21st* day of ***MAY, 2002,*** an order was duly made and entered as follows:

| | |
|---|---|
| H&H-Children's Serv. Council-D.A./By Laws | Moved by Supervisor Hambleton and seconded by Supervisor Bear to approve the amendments to the Inyo County Children's Services Council Bylaws as recommended by Staff. Motion carried unanimously, with Supervisors Lent and Dorame absent. |

*WITNESS my hand and the seal of said Board this 21st*

*Day of* ***MAY 2002***

*RENÉ L. MENDEZ*
*Clerk of the Board of Supervisors*

*By* Patricia Gunsolley

*Patricia Gunsolley, Assistant*

*Routing*

*CC*
*Purchasing*
*Personnel*
*Auditor*
*CAO*
*Other H&H - D.A.*

*DATE: May 24, 2002*

# 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:** Phil McDowell, District Attorney

**FOR THE BOARD MEETING OF: May 21, 2002**

**SUBJECT: Amendments to Children's Services Council By-laws**

***DEPARTMENTAL RECOMMENDATION:***
Request the Board's approval to adopt the amendments as set forth in the attached Inyo County Children's Services Council Bylaws.

***CAO RECOMMENDATION:***

***SUMMARY DISCUSSION:***
The amendments are as follows: 1) The amendment of Section 2, subdivision 1(c) to add the word "Unified". 2) The amendment to the Term of Membership provision in Section 2, subdivision 2. 3) The combining of Children's Services Council with the Child Abuse Prevention Council. 4) The combining of the Children's Services Council and the Juvenile Justice Coordinating Council.

***ALTERNATIVES:***
None.

***OTHER AGENCY INVOLVEMENT:***
Inyo County Department of Health and Human Services, Inyo County Superior Court, Inyo County Probation Department, Inyo County District Attorney's Office, Inyo County Sheriff's Department, City of Bishop Police Department, Inyo County Board of Supervisors, and various Inyo County Civic Groups supplying services to children.

***FINANCING:***
None.

| 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 5-9-02 |
| 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: 13 mar/02

Attachment F

# Inyo County Children's Services Council Roster

**(Functions as the Child Abuse Prevention Council)**
**Fiscal Year 2011-2013**

| Category | Name |
|---|---|
| HHS Substance Use Disorders | Karen Kong |
| HHS Behavioral Health Services | Pamela Blackwell, CSC Executive Director |
| HHS Public Health | Tamara Cohn |
| HHS Children's Social Services | Krista Cooper |
| HHS CalWORKs and Public Social Services | Sheri Snyder |
| Juvenile Court Judge | Judge Dean Stout |
| Probation Department | Jeff Thomson |
| District Attorney's Office | Art Maillet |
| Bishop Police Department | Chris Carter |
| Sheriff's Department | William Lutze |
| Board of Supervisors | Rick Pucci |
| Superintendent of County Office of Education | Terence McAteer |
| Superintendent of a Unified School District | Joel Hampton |
| Representative of a private nonprofit in a public/private partnership to serve children | Vacant |
| Representative of a CA Early Intervention Program | Karen Watson |
| Local Child Care Resource and Referral Agency | Verna Sisk |
| Community-Based Organization with ties to an ethnic community | Margaret Romero |
| Hispanic/Latino Community Representative | Deanna Castillo |
| Representative Local Child Abuse Council | Linda Benson, CSC Co-Executive Director |

# Attachment G

## Inyo County System Improvement Planning Committee

The Inyo County Self-Assessment and System Improvement planning committee included representatives of both the Health and Human Services and Probation Departments. In coordination with the California Department of Social Services Outcomes and Accountability Bureau and Office of Child Abuse Prevention, the following county representatives participated on the planning committee:

| Name | Title | Department |
|---|---|---|
| Marilyn Mann | Social Services Division Director | Health and Human Services |
| Jacob Morgan | Deputy Director of Adult and Juvenile Services | Probation |
| Krista Cooper | Social Worker Supervisor, CWS | Health and Human Services |
| Anna Scott | Management Analyst | Health and Human Services |
| Megan Solorio | Human Services Supervisor, CWS | Health and Human Services |

# Attachment H

## Notice of Intent

STATE OF CALIFORNIA – HEALTH AND HUMAN SERVICES AGENCY CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

**NOTICE OF INTENT**
**CAPIT/CBCAP/PSSF PLAN CONTRACTS**
**FOR INYO COUNTY**

**PERIOD OF PLAN (MM/DD/YY): 08/01/12 THROUGH (MM/DD/YY) 07/31/17**

The undersigned confirms that the county intends to contract, or not contract with public or private nonprofit agencies, to provide services in accordance with Welfare and Institutions Code **(W&I Code Section 18962(a)(2)).**

In addition, the undersigned assures that funds associated with Child Abuse Prevention, Intervention and Treatment (CAPIT), Community Based Child Abuse Prevention (CBCAP), and Promoting Safe and Stable Families (PSSF) will be used as outlined in statute.

The County Board of Supervisors designates Inyo County Health & Human Services as the public agency to administer CAPIT and CBCAP.

**W&I Code Section 16602 (b) requires that the local Welfare Department shall administer PSSF.** The County Board of Supervisors designates Inyo County Health & Human Services as the public agency to administer PSSF.

**Please enter an X in the appropriate box.**

[X] The County intends to contract with public or private nonprofit agencies to provide services.

[ ] The County does not intend to contract with public or private nonprofit agencies to provide services and will subcontract with _____ County to provide administrative oversight of the projects.

In order to receive funding, please sign and return the Notice of Intent with the County's System Improvement Plan:

California Department of Social Services
Office of Child Abuse Prevention
744 P Street, MS 8-11-82
Sacramento, California 95814

_____ County Board of Supervisors Authorized Signature

_____ Date

_____ Print Name

_____ Title

For Clerk's Use Only:
**AGENDA NUMBER**

22

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** September 25, 2012

**SUBJECT:** Implementation Strategy/Plan for Region 5 Leadership Intent for Ecological Restoration

***RECOMMENDATION***: Review the draft chapter for the Inyo National Forest for the Implementation Strategy/Plan for Region 5 Leadership Intent for Ecological Restoration

***SUMMARY DISCUSSION***: At its September 11, 2012 meeting the Board received an update from Ed Armenta, Inyo National Forest Supervisor, regarding the draft chapter for the Inyo National Forest for the Implementation Strategy/Plan for Region 5 Leadership Intent for Ecological Restoration,[1] amongst other topics. Mr. Armenta distributed a draft version of the chapter (attached) for input. Staff has reviewed the document, and has drafted correspondence for the Board's consideration based primarily on input from the September 11 meeting. In particular, staff recommends that in addition to those topics included in the draft correspondence, the Board identify specific projects and goals that it believes would be appropriate and should be added.

***ALTERNATIVES***: The Board could direct changes to the correspondence, or not submit correspondence.

***OTHER AGENCY INVOLVEMENT***: Department of Agriculture, U.S. Forest Service.

***FINANCING***: General fund resources are utilized to monitor planning work in the Forest.

| 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.) |

[1] Forest Service staff reports that the name as well as the content of the subject initiative is being modified through internal review, and that a public draft is expected for review and comment in the near future.

***DEPARTMENT HEAD SIGNATURE:***
(Not to be signed until all approvals are received)

_____ Date: 9-19-12

Attachments:

1. Draft Correspondence
2. Draft Chapter for the Inyo National Forest for the Implementation Strategy/Plan for Region 5 Leadership Intent for Ecological Restoration
3. Region 5 Ecological Restoration Leadership Intent

September 25, 2012

Ed Armenta, Supervisor
Inyo National Forest
351 Pacu Lane, Suite 200
Bishop, CA 93514

**Re: Implementation Strategy/Plan for Region 5 Leadership Intent for Ecological Restoration**

Dear Supervisor Armenta:

On behalf of the Inyo County Board of Supervisors, thank you for attending our meeting on September 11, 2012 to discuss the draft chapter for the Inyo National Forest for the Implementation Strategy/Plan for Region 5 Leadership Intent for Ecological Restoration and other issues of interest to us. As you know, we are more than just a stakeholder in the Inyo National Forest's planning processes; we represent the people of Inyo County through a democratic process, and we attempt to balance the viewpoints of all of our constituents and sift through the vast amount of materials necessary to participate in planning for the Forest. We therefore urge you coordinate with the Board of Supervisors and our staff early and often in future planning activities.

We have reviewed the draft chapter for the Inyo National Forest for the Implementation Strategy/Plan for Region 5 Leadership Intent for Ecological Restoration and offer the following comments.

1. We encourage the Forest Service to consider including goals to utilize blown-down and burnt trees for lumber salvage. We recognize the economic value of this timber, and believe that it can be put towards productive use.
2. We encourage the Forest Service to work with the Eastern Sierra Weed Management Program operated by the Inyo Mono Agricultural Commission to facilitate reduction and eradication of invasive and noxious weeds. This program has been successful at controlling these pests in an efficient and economical manner, and the Forest Service's participation in the program would provide synergies and greater economies of scale.
3. We encourage other Forests on the west side of the Sierra Nevada to consider smoke impacts on east side communities from controlled burns there.

Thank you. We look forward to incorporation of our comments into the Implementation Strategy/Plan for Region 5 Leadership Intent for Ecological Restoration. If you have any questions, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or kcarunchio@inyocounty.us.

Sincerely,

Marty Fortney, Chair
Inyo County Board of Supervisors

cc: Board of Supervisors
Kevin Carunchio, CAO
Randy Keller, County Counsel
Joshua Hart, Planning Director
Doug Wilson, Willdan
Regional Council of Rural Counties
California State Association of Counties
Randy Moore, Pacific Southwest Regional Forester, USFS
Sustainable Forest Action Coalition

Attachment 1

Ecological Restoration – Inyo National Forest

1. **Goal**: To retain and store ecological resilience and provide a broad range of services to organisms and humans (4+ million visitors/year). Provide clean water and natural landscapes. **Challenges/Opportunities**: A. Managing visitor access while providing for needed ecological services. B. Reducing fuel loading around communities and other high visitor use areas. **Need**: Most landscapes (watersheds) are in relatively good condition (as displayed in the Watershed Condition Assessment completed in 2011). The need is to keep our landscapes in good condition to provide necessary ecological services. An additional need is to repair/restore damaged landscapes to proper functioning condition to provide satisfactory ecological services.

2. The Forest has a variety of projects designed to meet ecological restoration goals in FY'12-13. These include:
    - Red's meadow blowdown repair (fuel reduction, road and campground repair and trail tread repair) (Planning and implementation in FY'12-13 and likely beyond)
    - Mt. Whitney trail repair and watershed stabilization (Implementation in FY'12)
    - Roads/OHV – route closure, and mitigation (on-going implementation of 2009 TM EIS decision FY'12-13 and beyond)
    - Unauthorized route decommissioning (Planning in FY'12-'13, Implement in FY'13 and beyond)
    - Deadman Road – watershed repair including treatment of hydrologically connected segments (Implementation in FY'12)
    - June Mountain Vegetation Management implementation (Implementation in late FY'12 and beyond)
    - June Lake Loop fuel reduction project (Planning completed in FY'12, Implementation in FY'13 and beyond)
    - Sherwin- Scenic Loop fuels reduction (Planning completed in FY'12, Implementation in FY'13 and beyond)
    - Mammoth Lakes Basin Fuel Reduction (Planning completed in FY'12, Implementation in FY'13 and beyond)
    - New Jeffery Pine Healthy Forest Fuel Reduction (Planning completed in FY'13, Implementation in FY'13 and beyond)
    - Crowley Communities fuels reduction, (Planning completed in FY'13, Implementation in FY'13 and beyond)
    - Portals fuels Reduction, (Planning completed in FY'13, Implementation in FY'13 and beyond)
    - Bishop Creek fuel reduction(Planning completed in FY'13, Implementation in FY'13 and beyond)
    - Kern Plateau Meadow restoration and stabilization (Implementation in FY'12 -13 and beyond)
    - Mammoth Meadows meadow restoration (Implementation in FY'12)

- Mountain Yellow Legged Frog Habitat Restoration and fish removal (Planning and Implementation in FY'12-13)
- Forest Wide noxious and Invasive Weed environmental assessment (Finalize planning in FY'13, Implementation in FY'13 and beyond)
- Aspen Enhancement Environmental Assessment (Finalize planning in FY'13, Implementation in FY'14 and beyond)
- Black Canyon OHV watershed repair (Finalize planning in FY'12, Implement in FY'13 and beyond)
- Sage grouse habitat restoration (Planning FY'12, implementation in FY'12-13 and beyond)
- Hilton Lakes Trail/watershed repair and decommissioning (Finalize planning in FY'12, Implement in FY'13 and beyond)
- Golden Trout Conservation Strategy (FY'12-13 and beyond)
- Glass Mountains meadow restoration (update NEPA in FY'12-13, Implement in FY'13 and beyond)
- Oak Creek gully stabilization planning (Planning in FY'12-13, Implementation in FY'13 and beyond)
- Lamarck Lakes trail/watershed repair and stabilization (Inventory and planning in FY'13, Implementation in FY'14 and beyond)

What would we accomplish?

- Reduce fuel loading especially around communities and other areas of high visitor use
- Stabilize stream banks and riparian areas
- Restore Meadow function and resilience
- Reduce offsite erosion and stream sedimentation associated with visitor use
- Restore T&E species habitat (MYLF, Whitebark Pine, Sage Grouse, Tui Chub)
- Improving water quality and stabilize (attenuate ) flood flows
- Control or eradicate non-native plants

Tactics to increase restoration

The Forest has been steadily increasing and/or maintaining a high level or restoration work in recent years. Internal capacity constrains our ability to take on additional partnerships. To further increase restoration capacity, the Forest is working with partners and partners are taking on a greater role of writing grants to fund and complete priority work on Forest land. (Examples include Americorps and Student Conservation Association applying for National Forest Foundation grants and the Inyo/Mono Integrated Regional Water Management Group (IRWMG) and Ft. Independence Tribe applying for Prop. 50 funds for planning the restoration of Oak Creek gully).

The Forest is working on maintaining existing partnerships for successful restoration efforts now and into the future.

To increase ecological restoration the Forest needs to continue to develop a long-term strategic "vision" of ecological restoration needs to assist in developing needs and securing funding.

The Forest is working with the BLM in an "all-lands" approach to fuels/vegetation management projects. This is facilitated by two interagency fuels planners and interagency vegetation management specialists.

The Forest is beginning analysis of Oak Creek gully with the Natural Resources Conservation Service, Bureau of Reclamation, and the Ft. Independence Tribe (among other stakeholders) to determine suitable restoration techniques.

The Forest manages the majority of land in the headwaters and throughout the watershed in the East Sierra and the part of the Forest that is in Nevada. There are comparatively few opportunities to work with other land managers with similar restoration objectives. This presents challenges for the Forest.

Integration of Program Budgets

For FY'13 integration will be displayed in the capability data call due to the RO July 6th.

For FY'12 integrated projects and targets were identified in the capability data call. Fuels and vegetation management projects were funded using NFVW,NFTM, CWK2, SSSS and WFHF. The Forest has acquired outside funding to accomplish planning and implementation of vegetation management projects. Examples include: Funding from June Mountain to complete a vegetation management plan and Environmental Assessment and funding from the Sierra Nevada Conservancy (SNC) to implement a fuels reduction project.

Geospatial Layer: To be provided later

Metrics to track accomplishments:

- Acres treated annually to sustain or restore watershed function and resilience
  Explanation: This metric captures the implementation of a suite of treatments designed to implement ecological restoration.
- Partnerships/stakeholders engaged (including identifying opportunities for outside funding)
  Explanation: This metric will help the Forest keep track of valuable partnerships and identify non-traditional funding opportunities to accomplish ecological restoration.

Ecological Restoration Projects:

- Stream crossing hardening in the Coyote area: This project implemented stream crossing hardening treatments as specified in the Travel Management EIS (2009) in the Coyote area. The Forest utilized State of California OHV grant monies as well as Legacy Roads and Trails

(CMLG) to fund this project. The Forest utilized partners and volunteers such as Friends of the Inyo to implement this project. This project will limit the amount of sediment entering perennial and intermittent stream channels and stabilize adjacent meadow systems.

- Route Closures (Forest Wide): This project implemented route blocking and closures as specified in the Travel Management EIS (2009). The Forest utilized State of California OHV grant monies as well as Legacy Roads and Trails (CMLG) and other appropriated funds to fund this project. The Forest is working closely with Friends of the Inyo as well as other volunteers to implement this project. This project closes and partially restores routes that were identified as causing risks to watershed function, aquatic and terrestrial wildlife habitat, Wilderness values and heritage resource sites among other reasons.
- Horton Creek Mud bog: This project implemented hardening of a wet meadow/bog area adjacent to Horton Creek. The Forest utilized Legacy Roads and Trails (CMLG) as well as appropriated funds to complete this project. This project protects water quality, enhances and protects wet meadow habitat and vegetation.

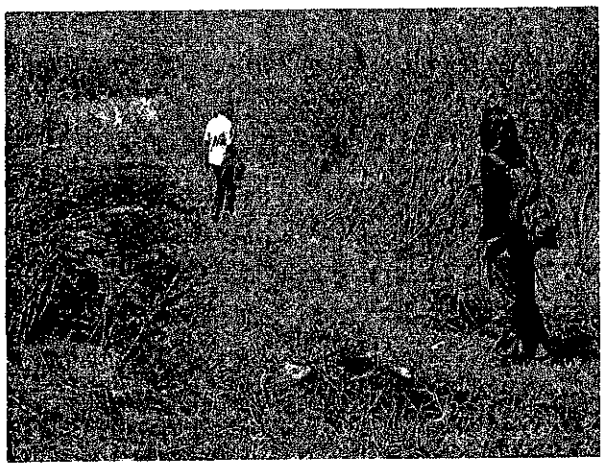
NEPA ready or NEPA simple projects:

- Aspen Enhancement – The Forest would likely pick a discrete geographic area like the Glass Mountains area to finalize NEPA.
- Hilton Lakes Trail stabilization/meadow restoration project – NEPA is complete. The Forest is currently identifying partners (such as Americorps and Friends of the Inyo) and funding sources to implement this project in FY'13 and beyond.
- Lamarck Lake Trail/Watershed stabilization: Additional money and/or partnerships would allow the Forest to inventory and plan this project in FY'13.
- Glass Mountains Meadow Restoration: The Forest is in the process of updating the NEPA. Additional resources are needed to implement this project. The Forest is in the process of identifying partners and applying for grants help implement this project.
- Weed EA – Additional money and/or partnerships would allow the Forest to treat additional acres.
- Fuels projects: The Forest has several on-going fuels/vegetation management projects. Additional resources would allow the Forest to complete the projects in a timely manner.

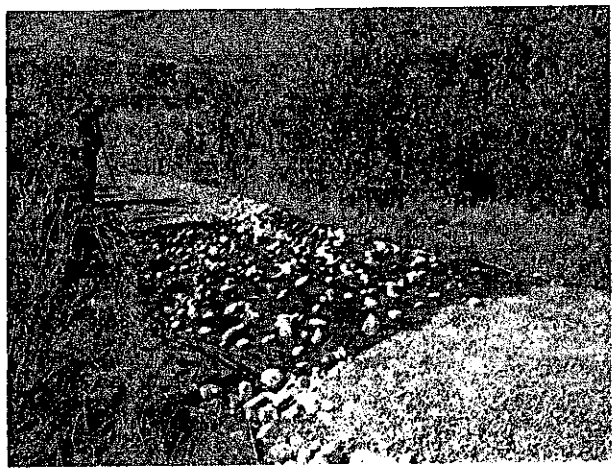
The following projects are not simple NEPA projects but are important for achieving ecological restoration goals:

- Lee Vining campground evaluation – Several campgrounds and associated infrastructure are impacting meadow and stream habitat. There needs to be a comprehensive evaluation of the campgrounds to determine opportunities for moving and/or decommissioning sites and improving watershed function.
- Monache Meadow – South Fork Kern River – The River is severely downcut through the majority of Monache Meadow (approximately 5 miles) impacting meadow and aquatic habitats. A large scale planning effort is needed to determine suitable restoration techniques compatible with existing range management and recreation uses.

- Oak Creek Gully – Both the North Fork and South Fork of Oak Creek suffered damage and downcutting during a 2008 thunderstorm. The Forest is engaged with the Ft. Independence Tribe, Bureau of Reclamation and the Inyo/Mono Integrated Regional Water Management Group (IRWMG) in acquiring funding and assistance with collaborative planning to address restoration needs.
- Forestwide Weed EA – Supplement – This project would update the existing Weed EA and allow the Forest to treat additional acres of invasive and noxious weeds.
- Kern Plateau Grazing management EIS – This project is looking at four grazing allotments on the Kern Plateau. We are currently engaged in a collaborative public process and the IDTeam is developing a draft proposed action.

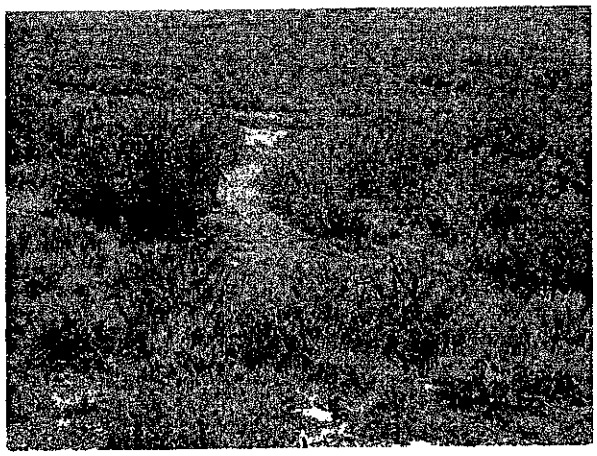


**Caption:**
Mud Bog on Bishop Analysis Area (7S102), pre-implementation site visit and final project design. Horton Creek Mud bog project. Inyo National Forest – Photo by Forest Service employee

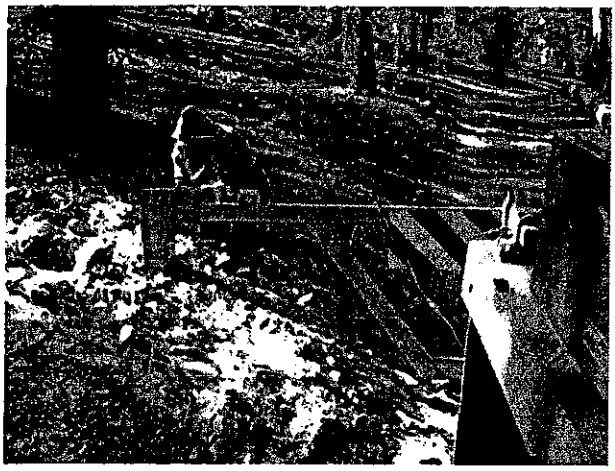


**Caption:**
Project near completion with an extra layer of cobble on top of the crush to facilitate proper drainage. Inyo National Forest – Photo by Forest Service employee

**Caption:**
Smoothing the road for drivability. Inyo National Forest – Photo by Forest Service employee



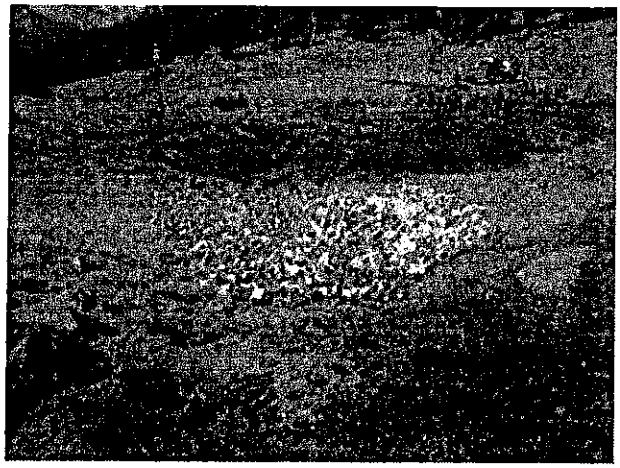
**Caption:**
Completed rock causeway project to protect water quality, riparian resource and provide for a sustainable driving surface. Inyo National Forest – Photo by Forest Service employee



**Caption:**
Putting the final touches on a seasonal closure gate near the Boy Scout Mine on the Mono Lake District (Road #02N135). Travel Management mitigation implementation. Photo by Forest Service employee. Inyo National Forest

**Caption:**
Finished seasonal gate on Road # 02N135. The closed gate will prevent wet weather traffic on the road, minimizing rutting and potential off-road erosion and stream sedimentation. Travel Management mitigation implementation. Photo by Forest Service employee. Inyo National Forest

**Caption:**
Pre-implementation site visit on Trail #31E301. Travel Management mitigation implementation. Photo by Forest Service employee. Inyo National Forest



**Caption:**
Drainage hardening at seasonal stream crossing to prevent erosion and further Headcutting on
Trail #31E301. Travel Management mitigation implementation. Photo by Forest Service employee. Inyo National Forest

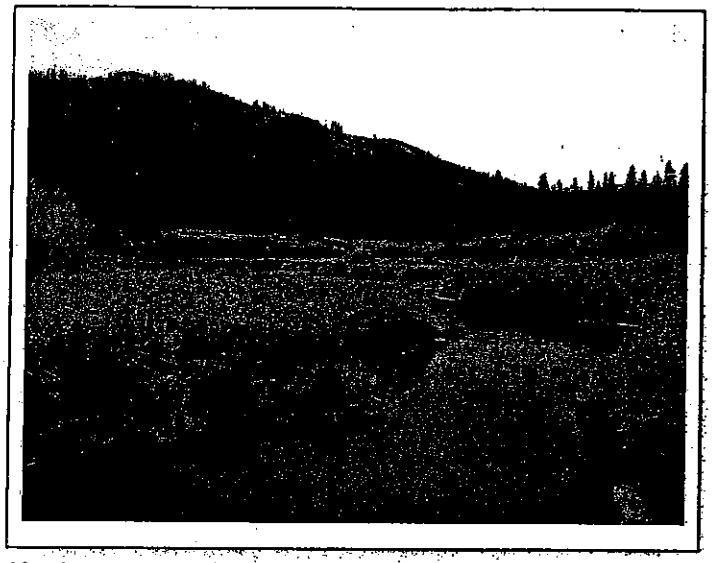
# Region 5 Ecological Restoration

## Leadership Intent

The mission of the Forest Service is to sustain the health, diversity and productivity of the Nation's forests and grasslands to meet the needs of present and future generations. It is our intent to establish a regional vision and corresponding goals for Ecological Restoration consistent with this mission and the laws, regulations and policies that guide National Forest management.

Our goal for the Pacific Southwest Region[1] is to retain and restore ecological resilience of the National Forest lands to achieve sustainable ecosystems that provide a broad range of services to humans and other organisms. Ecologically healthy and resilient landscapes, rich in biodiversity, will have greater capacity to adapt and thrive in the face of natural disturbances and large scale threats to sustainability, especially under changing and uncertain future environmental conditions such as those driven by climate change and increasing human use. Our goal is based on a commitment to land and resource management that is infused by the principles of Ecological Restoration and driven by policies and practices that are dedicated to make land and water ecosystems more sustainable, more resilient, and healthier under current and future conditions.

Ecosystem services are the goods and services that flow from wildlands and forests that are valued and used by people, and that directly or indirectly support human well-being. Wildlands and forests are valued for basic goods, such as wood, fiber, and water, but these ecosystems also deliver important services that are perceived to be free or limitless such as air and water purification, flood and climate regulation, biodiversity, scenic landscapes, wildlife habitat, and carbon sequestration and storage. The National Forests are important providers of ecosystem services to humans and to other inhabitants of our wildlands as well. Our commitment to restoration-based management includes a commitment to a renewed focus on the sustainable delivery of ecosystem services.



Meadow restoration in the Tahoe National Forest

In the 21st century, three major drivers of change define restoration needs on the National Forests of the Pacific Southwest Region: climate change and shifting hydrologic patterns; increasingly dense and unhealthy forests; and rapidly growing human populations. These synergistic sources of change are resulting in increasingly over-allocated and undervalued ecosystem services (especially water); a dramatic increase in disturbance events such as uncharacteristic large-scale wildfires, floods, and insect and disease outbreaks; new and growing threats from terrestrial and aquatic invasive species; and a growing need to revitalize rural economies in California, Hawaii and the Pacific Islands.

While sound restoration work is being conducted throughout the Region to increase forest and watershed resilience, important indicators suggest that disturbance impacts already outpace the benefits of this work, and that we will fall further behind over

1 The Pacific Southwest Region (also known as Region 5) includes California, Hawaii and the Pacific Islands. It also includes small portions of the state of Nevada, managed by the Inyo National Forest, and the state of Oregon, managed by the Klamath National Forest.

time. Wildland fires in California are becoming larger and more frequent. Of greatest concern is a notable increase in the area of forestland burning at high severity over the last quarter-century. Fire exclusion over many decades, in conjunction with other forest management choices, has resulted in dense, middle-aged forests over large areas of California. These forests are highly susceptible to severe wildfire, which fragments forests, emits carbon, increases erosion rates and sedimentation, negatively affects water quality and delivery, and damages old-growth forest habitats that sustain important components of the Region's biodiversity. Dense middle-aged forests are also more susceptible to drought stress, large-scale insect outbreaks and disease epidemics.

Seedling planted after a wildfire, Lassen National Forest.

The ability of the Region's forestlands to sequester and store carbon has become a matter of national and international significance. Human additions of greenhouse gases to the atmosphere are altering the climate, and federal land management agencies like the Forest Service are expected to play a major role in U.S. adaptation and mitigation responses to global warming. Mitigation responses revolve around the maintenance and enhancement of carbon sequestration processes on forestlands. In the Mediterranean climate that characterizes much of California, annual summer droughts and frequent fire are the norm, retention of carbon in most of the forest landscape requires stand structures and compositions that are resilient to fire. Nearly a century of fire exclusion in California, coupled with other management decisions on both private and public land, has resulted in forests that are at an increasing risk of loss due to large scale disturbances. There is an additional crisis taking place in our Southern California Forests as an unprecedented number of human-caused fires have increased fire frequency to the extent that fire-adapted chaparral can no longer survive and is being replaced with non-native annual grasses at an alarming rate. To counter these trends, forest managers will need to significantly increase the pace and scale of the Region's restoration work. Only an environmental restoration program of unprecedented scale can alter the direction of current trends.

From this point forward, Ecological Restoration will be the central driver of wildland and forest stewardship in the Pacific Southwest Region, across all program areas and activities. Future Land and Resource Management Plans, other strategic plans and project plans will identify Ecological Restoration as a core objective. Our Ecological Restoration work will include coordination and support for all wildlands and forests in the Region to promote an "all lands" approach to restoration. It will lead to a new way of doing business with our partners and neighbors, to coordinate work and priorities across forests and wildlands regardless of ownership. Collaboration across ownerships and jurisdictions to achieve Ecological Restoration will require active use of Forest Service State and Private Forestry authorities; an expanded effort to engage tribes, partners,

and neighbors and to work in closer coordination with other agencies.

Resource program managers will have the responsibility for promoting Ecological Restoration activities including, but not limited to, management of vegetation, water, wildland fire, wildlife and recreation. Activities may include monitoring resource conditions; managing, restoring or enhancing terrestrial and aquatic ecosystems; or regulating human uses. Activities to be promoted include, among others, forest thinning and prescribed fire to decrease fuel loading and increase forest heterogeneity; meadow and riparian restoration to improve watershed function; environmentally and ecologically sensitive fire management practices; invasive species eradication; and wildlife and fish habitat improvement. Emphasis will be placed on expanding and developing partnerships to increase organizational capacity and the use of large-scale stewardship contracts operating at the landscape level to achieve restoration goals. We will expand and improve our consultation with tribal governments to utilize their traditional knowledge of stewardship and caring for the land. Emphasis will be placed on collaboration with stakeholders, communities, local government, volunteers, and citizens to facilitate dialogue and to decrease conflict in planning and implementing Ecological Restoration efforts.

With Ecological Restoration as the driving force behind the Region's work, and with a pace and scale sufficient to reverse current trends, it is our intent to accomplish the following in the next 15-20 years:

- Work together to achieve a collaborative and financially supported effort among forest land management agencies, private land owners, and the public to implement a large scale restoration program to accelerate the scale and pace of forest restoration activities on both public and private lands.
- Increase forest resilience through treatments (including prescribed fire and thinning) and wildfire, resulting in resource benefits to approximately 9 million acres on national forest system lands.
- Restore at least 50% of accessible, degraded forest meadows to improve their habitat function and ability to hold water longer into the summer and deliver clean water when most needed.

Loggy Meadow Restoration Project on the Sequoia National Forest. The project stabilized stream banks and allowed the stream to access its flood plain, returning the area to a more natural condition.

- Decrease the occurrence of uncharacteristically severe wildfires and their associated impacts through environmentally and ecologically sensitive vegetation treatments, fire management, and public education.
- Work with key partners in Southern California to expand fire prevention efforts in order to retard the loss of native ecosystems like chaparral and coastal sage scrub.
- Ensure vegetation and fire management efforts are grounded in concern for biodiversity and ecological process both before and after disturbances like fire.
- Reforest after wildfire where appropriate and implement suitable stand maintenance activities that meet project goals and site conditions.
- Ensure the retention and sustainability of forests, forest resources, and forest carbon over the long term, even as climates change.
- Expand watershed improvement programs at the forest level (inventory, prioritization, and scheduling of restoration).
- Target fuel reductions activities in key watersheds for protection of aquatic species and municipal watersheds.
- Work with partners to increase restoration actions that will improve habitat connectivity.

- Decrease the impacts of invasive species through preventative practices, rapid response control, management, rehabilitation and restoration, emphasizing cooperative work with federal, state, and community partners.
- Restore landscapes affected by unmanaged recreation.
- Identify the minimum road system needed for safe and efficient travel for administration, utilization and protection of National Forest System lands; establish priorities and a time schedule to decommission or close unneeded roads.
- Increase conservation education, interpretation and volunteer programs to promote understanding and support for restoration actions and increase understanding of the value of healthy watersheds and the ecosystem services that they deliver.

With a focus on Ecological Restoration, the following ecosystem services and community economic benefits will be enhanced:

- Delivery of clean water and an improved flow regime that benefits people, fish, and wildlife
- Fish, wildlife, and plant habitat, for both common and rare species
- Maintenance of biodiversity
- Forest resilience in the face of climate change and changing disturbance processes
- Carbon sequestration
- Air quality
- Rural economic health
- Outdoor recreation and scenic beauty
- Landscapes for health and renewal
- Wood products
- Wood biomass for energy
- Forage for wildlife and livestock
- Green economic activity

As we work toward the goals outlined above, we will learn and adjust as we go. Over time there will be new science, new ideas, and new collaborations that will improve our understanding. With this new understanding, we will make course corrections in policy and practice and move even more efficiently toward our overall goal of resilient forests and wildlands.

The Student Conservation Association (SCA) is one of the many partners that help restore California's National Forests. On the Angeles National Forest, SCA students restore a trail as part of a partnership called the "Angeles Wildfire Recovery Project."

A wood chipper processes woody biomass from a restoration thinning project, Mt Hope Stewardship Project, Plumas National Forest.

The USDA Forest Service is an equal opportunity service provider and employer.

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For Clerk's Use Only:
**AGENDA NUMBER**

23

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** September 25, 2012

**SUBJECT:** Inyo National Forest Plan Update/Revision

***RECOMMENDATION***: Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input.

***SUMMARY DISCUSSION***: The Inyo National Forest is working on updating the Inyo National Forest Plan.[1] Staff is working with Forest Service staff in developing the Plan, and will report on recent activities. Input from the Board is requested to guide staff in future coordination efforts with Forest Service staff.

***OTHER AGENCY INVOLVEMENT***: Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; other interested persons and organizations.

***FINANCING***: General fund resources are utilized to monitor planning work in the Forest. Resources for Willdan's assistance with the effort are funded by operating transfer from the Geothermal Royalties fund.

| 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: 9-19-12

[1] Refer to http://inyoplanning.org/InyoNationalForest.htm for more information about the County's participation in the Plan Update/Revision.

For Clerk's Use Only:
AGENDA NUMBER

24

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** **Water Department**

**FOR THE BOARD MEETING OF: September 25, 2012**

**SUBJECT: Integrated Regional Water Management Plan: Regional Water Management September 25 meeting and Fiscal Agent application**

***DEPARTMENTAL RECOMMENDATION:***

The Water Department requests your Board receive an update on IRWMP activities and provide direction concerning: (1) action items on the September 26, 2012 Regional Water Management Group meeting for the Inyo-Mono Integrated Regional Water Management Plan (IRWMP), and (2) application to act as fiscal agent for the Inyo-Mono IRWMP.

***SUMMARY DISCUSSION:***

The Inyo-Mono Regional Water Management Group (RWMG) is meeting September 26 at the Fort Independence Tribal Offices (draft agenda attached). Decision items under consideration:

Agenda item #3: Approval of Generic Inyo-Mono RWMG Letter of Support. At the August 22 RWMG meeting, Inyo County did not support a proposed process for streamlining the issuance of letters of support by the Program Office. The RWMG requested that the County return with a process that would be acceptable. Staff has developed the following language for your consideration:

> Proposed Process: When a request for the RWMG letter of support is received by the Program Office, staff will email the pending request to RWMG MOU signatories and provide a comment period of at least three weeks. During the comment period, all IRWMP members may notice their concern of the project. If after the comment period, no members provide notice of concern to the Program Office, the Program Office may submit the support letter on behalf of the RWMG without a formal decision by the IRWMP group. If any concern is voiced by a RWMG member, formal approval of the support letter will be agendized at the next RWMG meeting. This process is limited to letters of support for water-related grant or loan applications. Membership is not a prerequisite for obtaining letters of support.

Agenda item #5: Approval of process for ranking and prioritizing proposals for Prop 84 round 2 implementation funding. Attached is a process drafted by a subcommittee of the RWMG to assist the RWMG is prioritizing projects for the upcoming round of implementation funding. Staff recommends approval with the recommendation that funding over project categories be allocated according to overall score, and that the RWMG retain final approval of the project priorities and project list submitted in the grant application.

The RWMG is currently soliciting applications for fiscal agent for the next round of implementation funding. The fiscal agent request for qualifications and scope of services is attached. The County is eligible to be IRWMP fiscal agent, and undertaking that role has benefits and risks. For the first

implementation funding round, the Central Sierra RC&D is acting as fiscal agent. It would strengthen the Inyo-Mono IRWMP to have an entity with more presence, interest, and responsibility in the region to act as fiscal agent. Moreover, Inyo County (or Mono County) is well qualified and situated to fulfill the responsibilities of managing contracts from the State Department of Water Resources (DWR) or other grantors. Currently, the IRWMP program office operates out of Mammoth, and the Central Sierra RC&D, which covers only the far northern portion of the Inyo-Mono IRWMP area and is based in Jackson, CA, so greater involvement of the County in the administrative activities in the IRWMP would lend more geographic balance to the IRWMP effort. The DWR's current effort to update the State Water Plan relies on input from IRWMPs statewide, so greater involvement in the Inyo-Mono IRWMP would increase our knowledge and influence on state as well as regional water policy.

On the risk side, undertaking the role of fiscal agent entails responsibility for contracting with DWR for projects funded through the IRWMP, and additional administrative and fiscal workload to manage contracts, work with project proponents, and attend IRWMP business meetings. The fiscal agent will be compensated for their efforts, but it should be recognized that assuming this role would require that appropriately qualified personnel would have to be made available.

The Water Department recommends that we be authorized to apply to the IRWMP program office for fiscal agent status. This would not be the final step toward becoming fiscal agent, it would still be necessary for the RWMG to agree that the County would be the fiscal agent, and we would need to come to agreement with the RWMG on how the County would be compensated. Submitting the application would allow staff to explore the possibility, and come back to your Board with more information.

***ALTERNATIVES:***

***OTHER AGENCY INVOLVEMENT:***

Numerous Inyo/Mono IRWMP MOU signatories.

***FINANCING:***

No impact.

| APPROVALS | |
|---|---|
| COUNTY COUNSEL:<br>N/A | 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.)*<br>Approved: _____ Date_____ |
| AUDITOR/CONTROLLER:<br>N/A | ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*<br>Approved:_____ Date_____ |
| PERSONNEL DIRECTOR:<br>N/A | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br>Approved:_____ Date_____ |

***DEPARTMENT HEAD SIGNATURE:*** _____ Date: 9/19/12
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

# Draft Agenda
# Inyo-Mono Regional Water Management Group
# Regular Meeting

**Wednesday, September 26, 2012**
**Fort Independence Tribal Offices**
**141 N. Highway 395**
**Independence, CA**
**9:30am-12:30pm**
**Mandatory Project Workshop to follow 1:30-4:30pm**

Call-in option:
1-866-862-2138
passcode: 1678718

**Please RSVP by emailing Janet Hatfield (janet@inyomonowater.org) by Friday September 21, 2012 by 5:00 pm and indicate whether you will be *attending in person or via phone.***

***Notice**: If you will be **calling in to the meeting and you are an MOU signatory**, please send your call-in address to Janet Hatfield (janet@inyomonowater.org) by 9:00 am Sunday, September 23, 2012. You will also need **to post the meeting notice and agenda at your location by that time.**

**Call-in locations:**

1. Inyo County Water Department
   135 South Jackson St.
   Independence, CA 93514

2. USFS/BLM Interagency Offices
   351 Pacu Lane
   Bishop, CA 93514

If you require special accommodations to participate in this meeting in person or by phone, please contact Janet Hatfield (janet@inyomonowater.org; 760-914-3131) 72 hours prior to the meeting.

## RWMG Meeting Process

The public will be offered the opportunity to comment on each agenda item prior to any action on the item by the membership. The public will also be offered the opportunity to address the membership on any matter pertaining to IRWMP business. Agenda items indicated as "Action" require that members undertake activities subsequent to the meeting. Agenda items indicated as "Decision" are items where the membership will make a decision on the item at the meeting. This agenda can also be viewed in the Calendar section of www.inyomonowater.org.

All decisions of the RWMG are made by consensus as defined in Article I of the Inyo-Mono Regional Water Management Group Planning and Implementation Memorandum of Understanding (MOU). After a motion is made by a Member, there is opportunity for discussion, and then RWMG Members are asked to vote. Members may approve a decision (thumbs up), vote that they can live with a decision while not completely approving of it (thumbs sideways), or disapprove of a decision which withholds consensus (thumbs down). A Member may also abstain from voting, which will be interpreted as no opposition to the action. If there are no Members voting thumbs down, the decision is passed by consensus. The decision is then recorded in the meeting notes.

## Draft AGENDA

1. **Welcome and Introductions (5 Min)**

2. **Public Comment period ( 5 Min)**

3. **RWMG Letters of Support (15 Min)**
   a. Approval Process Generic Inyo-Mono RWMG Letter of Support

   **DECISION ITEM: Approve Program Office endorsement process of Generic Letter of RWMG Support**

   - *Proposed Process: Inyo County BOS revised wording to proposed process*

4. **Round 1 Planning Grant (15 Min)**
   a. Phase II Plan Update
   b. Plan Approval Schedule

5. **Round 2 Implementation Rounds (60 Min)**
   a. RFP Project Ranking Process

   **DECISION ITEM**: Approve Document: "Proposal Process, Scoring/Ranking Process, & Pre-Proposal Application" as prepared by the RFP Working Committee and recommended by the Admin. Committee.

   - Coupled with this decision is the task of deciding which of the three funding allocation options are preferred by the RWMG, the three options are outlined below as possible funding allocation strategies. The Admin. Committee requested that the three options be provided to the RWMG, if the Group cannot come to a decision within the allotted time, the default selection will be Option i: High to Low.

     i. High to Low: Implementation projects will be prioritized for funding based on the project's evaluation score, regardless of bins. Projects will be ranked from the highest score to the lowest score, and funding will be allocated accordingly. When there is insufficient grant money to fully fund the next project, the Program Office will discuss with funded project proponents how best to maximize the remainder amount so as to fund as many projects as possible. If needed to help resolve conflict, the Program Office will consult the Administrative Committee.

     ii. Random Bins: Implementation award will be allocated to the highest ranked projects within each bin. Bins will be randomly prioritized, and the highest ranking project from the first priority bin will receive full funding and then the highest ranked project in the second priority bin will receive funding for their project and so on until the total award is allocated. When there is insufficient grant money to fully fund the next project, the Program Office will discuss with funded project proponents how best to maximize the remainder amount so as to fund as many projects as possible. If needed to help resolve conflict, the Program Office will consult the Administrative Committee.

     iii. Prioritized Bins: Implementation award will be allocated to the highest ranked projects within each bin. Bins will be prioritized by the RWMG before project ranking begins, and the highest ranking project from the highest-prioritized bin will receive full funding and then the highest ranked project in the second-highest bin will receive funding for their project and so on until the total award is allocated. When there is insufficient grant money to fully fund the next project, the Program Office will discuss with funded project proponents how best to maximize the remainder amount so as to fund as many projects as possible. If needed to help resolve conflict, the Program Office will consult the Administrative Committee.

b. Update on Fiscal Agent Solicitation (October 12 RFQ Deadline)
c. Next Steps

******** 10 Minute Break********

6. **DAC Grant (10 Min)**
   a. Recent activities
   b. DAC Technical Advisory Committee Meeting

7. **Round 1 Implementation Grant Update (10 Min)**
   a. Progress Report from Central Sierra and Project Proponents
   b. Next Steps

8. **General Updates (10 Min)**
   a. North Lahontan Regional Forum
   b. CA Water Plan

9. **Announcements**

10. **Process Check**

11. **Review April 25, 2012, RWMG meeting summary**

    **DECISION ITEM(s): Approve August 22, RWMG Meeting Summary**

12. **Review of action items, decision items, and recommendations from today's meeting**

13. **Next Meeting Dates**
    - Project Presentations: Wednesday, October 17, 2012 (Suite Z Mammoth Lakes)
    - RWMG Meeting: Wednesday, November 14, 2012 (Bishop Area, TBA)

14. **Guest Speaker (30 Min)**
    a. Holly Alpert (Climate Change )

# Draft Meeting Summary
# Inyo-Mono Regional Water Management Group
# Regular Meeting

**Wednesday, August 22, 2012**
**June Lake Community Center**
**90 W. Granite Ave**
**June Lake, CA**
**1:00 pm – 4:00 pm*Note irregular meeting time!**

Call-in option:
1-866-862-2138
passcode: 1678718

## Summary of Decision Items

1. Rick Kattelmann moves to Restrict Round 2 Implementation projects to the 36 projects that have already been submitted and included in the Phase II IRWM Plan and acknowledges all projects submitted thereafter are valid but may be more appropriate for Round 3 Implementation. Holly Gallagher seconds the motion.

   Several Members thumbs down the vote.

2. Mark Drew moves to Keep Round 2 Implementation project solicitation open until September 30, 2012, making clear that all projects not submitted by 11:59 pm on September 30 will not be included in Round 2 Implementation. Holly Gallagher seconds the motion. All approved.

3. Rick Kattelmann moves to approve both the April 25 and July 11 RWMG meeting notes. Irene Yamashita seconds the motion. All approved.

## Summary of Action Items

1. Public comments are due on August 24 for the Preliminary Round 2 Planning Grant recommendations to DWR. The link was provided in an email sent August 14, 2012.
2. Inyo County will provide revised wording for the process of endorsing the RWMG Generic Letter of Support that will be acceptable to the Inyo County Board of Supervisors by September 12 to the Program Office. This is to ensure the item will be included in the Draft Agenda in due time to be decided upon at the September 26 RWMG meeting.
3. Janet reports that it's that time of year again when match forms are due, informing the Group that the May/June Match EZ form is now available for download at http://inyomonowater.org/documents/downloadable-forms/ . Match forms will be due to Janet by Friday, September 14, 2012. THANK YOU!
4. Program Office Staff will circulate the 501(c)(3) Working Committee Non-Profit Development Proposal to the RWMG Members in an email with the notes.
5. Those with comments or concerns regarding the establishment of a non-profit, please submit them to Janet Hatfield (janet@inyomonowater.org) by Friday, September 7, so that your comments can be collated and forwarded to the 501(c)(3) Working Committee with sufficient time to get the item agendized for the September 26 RWMG meeting.
6. The Program Staff will circulate an email soliciting interest from Member organizations to be Fiscal Agent for the Round 2 Implementation Grant proposal. Those entities who may be interested please send your reply to Mark Drew (mdrew@caltrout.org) by September 1. The Fiscal Agent Scope of Services will be included.
7. Members, who would like to see additional qualifications to the RFQ for the Fiscal Agent, please send any comments or suggestions via email to the Program Office Staff by August 29 for inclusion in the Fiscal Agent RFQ.
8. The proposed RFP and ranking process document is due to Program Staff on the morning of September 12, so it can be circulated to the Members to bring to their respective Boards for approval.

9. Program Office Staff will circulate more detailed information about the North Lahontan Regional Forum once it is received. The meeting is scheduled to take place on Friday, September 28, 2012 in South Lake Tahoe.

## AGENDA

1. **Welcome and Introductions (5 Min)**

2. **Public Comment period ( 5 Min)**

3. **Round 2 Planning Grant (10 Min)**
   a. Preliminary Recommendations
   b. Next Steps

4. **RWMG Letters of Support (10 Min)**
   a. Approval Process Generic Inyo-Mono RWMG Letter of Support

   **DECISION ITEM: Approve Program Office Staff endorsement process of Generic Letter of RWMG Support**

   - *Proposed Process: When a request for the RWMG Letter of Support is received by the Program Office, Staff will email the pending request to MOU signatories and provide a comment period of at least one week. During the comment period, all Members will be given the opportunity to notice their concern of the project. If after the comment period, no Members provide notice of concern to the Program Office Staff, the Staff will then be granted the authority to submit the support letter on behalf of the RWMG without a formal decision by the Group. If any concern is voiced by the membership, formal approval of the support letter will need to be agendized at the next RWMG meeting. Membership is not a prerequisite for said Letter of Support.*

5. **Round 1 Planning Grant (35 Min)**
   a. Plan Review Process Update

   b. Plan Approval Schedule

   c. Member of the Month/Facebook/ Match Forms

   d. 501(c)(3) update

6. **Round 2 Implementation Rounds (45 Min)**

   a. Projects for Inclusion in Round 2 Implementation

   **DECISION ITEM:** Restrict Round 2 Implementation projects to the 36 that have already been submitted to the Phase II IRWM Plan, OR, Keep Round 2 Implementation project solicitation open until September 30, 2012 (with the caveat that any additional projects will not be included in the Phase II analysis but will be included in the Phase II Plan as an addendum).

   b. Fiscal Agent Solicitation
   c. Implementation Proposal Writer

d. Project Ranking
e. Future Schedule

7. **DAC Grant (10 Min)** Next Steps
   a. Recent activities

8. **Round 1 Implementation Grant Update (10 Min)**
   a. Progress Report from Central Sierra and Project Proponents
   b. Next Steps

9. **General Updates (10 Min)**
   a. SWWG Summit
   b. North Lahontan Regional Forum
   c. ESRI UC

10. **Announcements**

11. **Process Check**

12. **Review April 25, 2012, RWMG meeting summary**

**DECISION ITEM(s):** **Approve April 25, 2012 RWMG Meeting Summary**
**Approve July 11, 2012 RWMG Meeting Summary**

13. **Review of action items, decision items, and recommendations from today's meeting**

14. **Next Meeting Dates**

15. **Guest Speaker (60 Min)**
    a. Rich Ciauri, June Lake PUD General Manager
       June Lake PUD Operations overview

## Draft Meeting Summary

1. **Welcome and Introductions (5 Min)**

**Attending in Person**
Irene Yamashita, Mammoth Community Water District
Rich Ciauri, June Lake PUD
Holly Gallagher, Birchim Community Services District
Rick Kattelmann, Eastern Sierra Land Trust
Heather deBethizy, Mono County
Dan Jenkins, Eastern Sierra Unified School District
Mark Drew, California Trout, IRWMP Program Staff
Wesley Hawks, Crystal Crag Water & Development Association
Alan Bacock, Big Pine Paiute Tribe of the Owens Valley
Heather Crall, IRWMP Staff
Justin Nalder, Bridgeport Indian Colony
Gavin Feiger, Sierra Nevada Alliance
Neil Favor, Sierra Nevada Alliance
Sara Pfeifer, IRWMP Staff

Holly Alpert, IRWMP Staff
Janet Hatfield, IRWMP Staff
Harvey Pearce, June Lake PUD

**Attending Via Phone**
Bruce Woodworth, Central Sierra RC&D, Mono County RCD
Larry Freilich, Inyo County Water Department
Joy Fatooh, Bureau of Land Management
BryAnna Vaughan, Bishop Paiute Tribe, Big Pine CSD
Leroy Corlett, Indian Wells Valley Water District, Indian Wells Valley Cooperative Groundwater Management Group
Morgan Lindsay, Mono Lake Committee
Austin McInerny, Center for Collaborative Policy
Keith Pearce, Inyo County Public Works
Jen Wong, Department of Water Resources

2. **Public Comment period (5 Min)**
   - Mark Drew introduces Sara Pfeifer, who has been brought on to assist the Program Office Staff (herein referred to as The Staff) with various administrative duties, and welcomes her.

3. **Round 2 Planning Grant (10 Min)**
   a. **Preliminary Recommendations**
      - Mark announces the Inyo-Mono region has received a preliminary recommendation of $480,000 for the Round 2 Planning Grant, which is approximately 70% of our grant ask. He informs the Group that the score seemed low and that the Program Office Staff will be looking into the details of the scoring and providing feedback to DWR, as the Staff felt perhaps they did not receive full credit for items such as DAC involvement, etc.
      - The Staff is working with Project Proponents to revise budgets to see if we can provide additional funds to projects that initially are not in a position to receive funds given the current recommendation. Currently the final $62,000 is going to fund the Town of Mammoth Lakes Stormwater Project and will fund at least the first phase of their project.
      - **Public comments are due on August 24 for the Preliminary Round 2 Planning Grant recommendations to DWR. The link was provided in an email sent on August 14, 2012.**
      - DWR has $25,000 that it still needs to spend in support of DACs through the Planning Grants. Mark will be talking with Joe Yun of DWR to see if those funds could be used to support Inyo-Mono Program Planning Projects if we can make a viable DAC argument before Friday.
      - Jen Wong from DWR comments that final funding recommendations are expected to be released in late September or early October, 2012.

   b. **Next Steps**
      - Mark reminds the RWMG that the current Planning Grant has been extended and the Round 2 Planning Grant is likely to be postponed to allow the Staff to make needed progress on the DAC Grant. He adds that this may also allow the Staff the time needed to assist with the Round 2 Implementation proposal as well as make needed progress on the DAC effort.

4. **RWMG Letters of Support (10 Min)**
   a. Approval Process Generic Inyo-Mono RWMG Letter of Support

   **DECISION ITEM: Approve Program Office Staff endorsement process of Generic Letter of RWMG Support**

   - *Proposed Process: When a request for the RWMG Letter of Support is received by the Program Office, Staff will email the pending request to MOU signatories and provide a comment period of*

*at least one week. During the comment period, all Members will be given the opportunity to notice their concern of the project. If after the comment period, no Members provide notice of concern to the Staff, the Program Office Staff will then be granted the authority to submit the support letter on behalf of the RWMG without a formal decision by the Group. If any concern is voiced by the membership, formal approval of the support letter will need to be agendized at the next RWMG meeting. Membership is not a prerequisite for said Letter of Support.*

- Mark provides some background on the genesis of the RWMG Generic Letter of Support. He communicates he has spoken with representatives of Inyo County who have recently voiced concern over the current proposed process. He gives the floor to Larry Freilich to expand on the County's concerns.
- Larry explains that Bob Harrington presented the proposed Process to the Board of Supervisors (BOS) at the August 14 Inyo County BOS meeting. He reports that the Board generally felt there was a lack of detail regarding both scope and purpose for the letter, and they also questioned the intent of the letter. He elaborates by saying the Board was unsure if the Letter was to be used only for fundraising (grant, loan or other financial applications) or to be used to support legislative measures or other initiatives. He adds that the BOS also felt that the one-week timeframe as outlined in the proposed process is inadequate to allow responses from all entities. Larry mentions that the Board may also have issues with additional language added at the August 15 Admin. Committee meeting (*"Membership is not a prerequisite for said Letter of Support."*).
- Larry believes the Board could be swayed into supporting a process if the RWMG would be willing to address some of the above stated concerns.
- There is a discussion of Inyo County's past request for this exact type of letter, and Members recall the time constraint that Inyo County was under at the time of the request. It is brought up that the very nature of these types of requests are often under tight time restrictions.
- Larry acknowledges the utility of the letter and the importance of having an avenue to provide support to Members. He makes some suggested options of alternative ways to accomplish this task as a short term solution, such as having The Staff circulate the generic letter for Members to sign, and that individual entities could each sign the generic letter of behalf of their Organization and submit several letters from independent organizations, stating that the sheer volume could be an asset to Organizations seeking funding.
- There is discussion regarding the relative weight of a letter from the RWMG vs. several letters from members, citing that a letter endorsed by the RWMG carries increased clout.
- It is requested that Inyo County provide revisions to the proposed process that are acceptable to the BOS and submit their suggested revisions back to the RWMG.
- Mark reminds the Group that the generic letter has been approved but it is the process that is in question and up for decision today. He suggests requesting further guidance from the Inyo Co. Board to create a process the Board is comfortable with.
- Larry concedes that if the Board has the approved Letter that they should be able to work on wording to create a process they are more comfortable with. He asks for some ideas from the Group about how they see these letters being used.
- There is a conversation about the intent of use of the letter, and it is broadly thought that the letter would be used solely for fundraising purposes and support of Organizations in their pursuit of funding and project related needs. Further it is discussed that the current letter is so generic that it in essence encapsulates the scope and that the letter is not designed to support legislation.
- **Inyo County will provide revised wording for the process of endorsing the RWMG Generic Letter of Support that will be acceptable to the Inyo County Board of Supervisors by September 12 to the Program Office. This is to ensure the item will be included in the Draft Agenda in due time to be decided upon at the September 26 RWMG meeting.**
- There is a conversation about creating an acceptable timeline to assign to the process, and an argument made in support of including non-Members as candidates to receive the Letter of Support. It was generally agreed that a two-week comment period for proposed letters is

acceptable. Furthermore, some argued that small non-Member agencies who may not even have the ability to participate in the RWMG would greatly benefit by RWMG support.

5. **Round 1 Planning Grant (35 Min)**
   a. Plan Review Process Update
      - Holly A. announces that all draft Chapters for the Phase II Plan are now up on the website. The Program Staff is dedicated to keeping on track with the revised Plan Review Process timeline. She reports that chapters that have been closed for review are going to be revised, formatted and put forth as a complete draft Plan for the September 26 RWMG meeting.
      - Holly reminds the Group of the intention of the review period, and that the issues Members have with the Plan need to be brought up during the comment process, not during the approval process.
      - Rick encourages all Members to start reviewing Plan chapters immediately and to give notice to the authors if there is language they cannot live with, emphasizing strongly that the time to make comments is now.
      - The Staff reports that of the final chapters posted, most are much briefer than the lengthy chapters completed this Spring & Summer, thus reviewing may go a bit more quickly.
      - The Staff provides some explanation of the three types of Chapters they will find on the Plan Review Webpage; 1) Open for review and comment are in Black, 2) Closed for review and comment, in editing phase, Yellow, 3) Editing phase completed, completed chapter in PDF for viewing only in Green.

   b. Plan Approval Schedule
      - The Staff makes clear the intent is to approve the Revised Plan at the November 14, 2012, RWMG Meeting.

   c. Member of the Month/Website Updates
      - Janet Hatfield informs the Group of a few new features on the website. She updates the Group that Sara has been working to bring up-to-date the online timeline (accessible from the Inyo-Mono homepage) and emphasizes that the tool is created and maintained to assist both Members and Project Proponents with the strict timeline the Group has imposed upon them. By adhering to the timeline, we can ensure that we are able to accomplish all the deliverables as requested by the RWMG, including project presentations, project ranking, and proposal development and finalization. Observance of the timeline will also ensure maximum success in the development of a strong Implementation Proposal.
      - Another addition to the website is the new Member of the Month button on the homepage. As discussed at the April RWMG meeting, each month a Member will be selected and featured on this page in hopes of getting to know one another better both professionally and personally. The goal is to promote integration and communication among Members and their respective activities.
      - Sara reports she is working on updating the RWMG facebook page and will aim to maintain a fun yet informative Inyo-Mono facebook presence. If you're a facebook member please like us, you won't be disappointed.
      - Janet reports that it's that time of year again when match forms are due, informing the Group that the May/June Match EZ form is now available for download at http://inyomonowater.org/documents/downloadable-forms/ . Match forms will be due to Janet by Friday, September 14, 2012. THANK YOU!

   d. 501(c)(3) update
      - Janet provides a brief background and then reads the 501(c)(3) discussion from last week's Admin. Committee meeting (*In italics*).

- *"The 501(c)(3) Working Committee (herein referred to as the Committee) summarized the current Non-Profit discussions within the RWMG to date.*

  *The Committee reminds those in attendance that the intent of establishment of the Non-Profit is to supplement the current RWMG management structure. Benefits could include but are not limited to; increased funding opportunities, enhanced legal clout, project sponsorship abilities, as well as some RWMG financial security should the Group lose CalTrout's support.*

  *The Committee communicates that this type of back-up governance support is currently being used by other IRWMP regions.* ***The CABY example is discussed but not necessarily endorsed as a working model****, with emphasis on how their multiple organizational structures work together.*

  *The Working Committee explains the time needed for the paperwork to be processed through the state of CA is substantial, and that the initial idea would be to create the organization with fairly generic bylaws and a small board of directors that would be sufficient for establishment purposes only. Details and specific requirements can be improved upon at a later dates as the need for the Non-Profit presents itself.*

- *Some Admin. Committee Members question the need of another organization, and there are multiple questions about how exactly the relationship between the RWMG Group and the Non-Profit would be defined. The critical piece missing seemed to be the mechanics of how the two organizations could work together to benefit one another instead of simply adding complexity to an already slow decision making process.*

- *Two major models discussed were:*

  *i. To establish the Non-Profit autonomous of the RWMG. As an option the Non-Profit could become a voting Member of the RWMG which would allow project sponsorship as well as the other mentioned utilities that benefit the RWMG. It is suggested that at least four of initially proposed Directors would be associated with the RWMG.*

  *ii. The CABY model where two organizations co-exist, allowing the current MOU to govern both entities, and allowing the RWMG to designate Board of Directors requirements etc...This includes whether or not the Board members serve as individuals or as representatives of their Organization and if they need to be Members of the RWMG.*

- *Questions remained if/how public agencies can be involved.*
- *The Committee communicates that its proposal for the initiation of this non-profit is vague by design, in hopes for allowing maximum flexibility as the Non-Profit organization is developed and need is determined.*
- *The Committee suggests going through with the formation of the Non-Profit and then letting the organization sit idle until there is a proven need. They communicate that because the paperwork may take up to one year, it would be wise to form the Non-Profit so that opportunities are not missed and potential problems averted in the future.*
- Rick reminds the Group that at the January 25, 2012, meeting, the RWMG quasi-decided that the Non-Profit was generally thought a good direction to be heading. He shows concern that the Admin.Committee now seems to be revisiting this decision. He continues that the Working Committee was not organized to condone the Non-Profit but instead to research and implement the mechanics of such an organization.
- He adds that in addition to the 6-12 month processing time, he's recently learned that three years of financial papers may also be required in order for DWR to acknowledge the

Organization as a viable fiscal agent. He argues there is likely a four year timeline before the Organization is functional at all.

- **Program Office Staff will circulate the 501(c)(3) Working Committee Non-Profit Development Proposal to the RWMG Members in an email with the notes.**
- Mark clarifies that Project Proponents are required to have three years of financials but that the Fiscal Agent may not necessarily need to have it in place, and asks Jen Wong for clarification on those details from DWR.
- Regardless of how DWR responds, Rick speaks from experience that the Non-Profit groups he has worked have opted to not apply for funding until financially established with a fiscal track record, in order to improve their odds of receiving funding. He feels there are no downfalls to submitting the paperwork now.
- **Those with comments or concerns regarding the establishment of a non-profit, please submit them to Janet Hatfield (janet@inyomonowater.org) by Friday, September 7, so that your comments can be collated and forwarded to the 501(c)(3) Working Committee with sufficient time to get the item agendized for the September 26 RWMG meeting.**

## 6. Round 2 Implementation (45 Min)

a. Projects for Inclusion in Round 2 Implementation

- Mark asks the Group how they feel about leaving the project acceptance process open until September 30 or if we should only include those projects which were submitted prior to the deadline imposed for inclusion in the Phase II Plan.
- Holly justifies that an amendment to the Plan would be needed at this point if additional projects are going to be accepted, and that the time needed to complete an amendment is going to be highly dependent on the number of additional projects added from now until September 30, 2012.
- There is a question proposed to see if anyone attending might have projects that could be submitted for Round 2 Implementation that have not already been uploaded.
- Wesley Hawks from Crystal Crag speaks that he has a small project that they desire but that the bid is around $2,000.
- Group members speak from experience and advise Wes that the DWR grant administration process may be prohibitive to such a small project and likely the Group could assist in finding other ways to fund such a small project. He is encouraged to submit his project to be included in the Plan so even the small needs of the region are reflected.
- It is asked how the DAC outreach has been used to add projects to the list.
- The Staff respond that those needs gathered from DAC outreach have been generalized and included in the Plan, but that specific project submission is left up to the entity or their sponsoring agency.
- A few other Members suggest potential projects and a conversation revolves around the reality of when Round 2 Implementation funds would actually arrive and some of the complexities around the status of projects that have funding from other sources in addition to seeking it from DWR, and the critical timing around those projects.
- Project submittal requirements are discussed. It has not been formally addressed, but the feeling is that anyone can submit a project, but in order for that project to move forward for funding, the submitting entity or their sponsor would need to sign the MOU and that it would be best that it was done prior to the Project ranking process so that Members are not investing time ranking projects that are not going to have the option to receive funding because the submitting agency is not a Member or lacks a sponsor who is a Member.
- **Rick moves to Restrict Round 2 Implementation projects to the 36 that have already been submitted to the Phase II IRWM Plan and acknowledges all projects are valid but**

**may be more appropriate for Round 3 Implementation. Holly Gallagher seconds the motion.**

- **Several Members thumbs down the vote.**
- **Mark moves to Keep Round 2 Implementation project solicitation open until September 30, 2012 clearly stating that all project not submitted by Midnight on September 30, will not be included in Round 2 Implementation. Holly Gallagher seconds the motion. All approved.**

**DECISION ITEM:** Restrict Round 2 Implementation projects to the 36 that have already been submitted to the Phase II IRWM Plan, OR, Keep Round 2 Implementation project solicitation open until September 30, 2012 (with the caveat that any additional projects will not be included in the Phase II analysis but will be included in the Phase II Plan as an addendum).

b. Fiscal Agent Solicitation

- Mark reminds the Group of the need to solicit a Round 2 Implementation Fiscal Agent in a timely manner and references the proposed timeline necessary for Round 2 Implementation.
- Several Members request, for a variety of reasons that Program Staff recruit internally among the RWMG before issuing a formal RFP as they feel that the experience of the Group may yield a viable candidate and save the The Staff valuable time.
- A question is brought to the floor of CalTrout's interest in serving as Fiscal Agent for the Round 2 Implementation Grant. Mark reports he is unsure of CalTrout's willingness to serve as the Fiscal Agent. He informs the Group that he has not had conversations with upper level management, but that it would likely trigger the hiring of additional staff members to administer the Grant as the current staff is at capacity.
- **The Program Staff will circulate an email soliciting interest from Organizations to be Fiscal Agent (to include the RWMG approved Fiscal Agent Scope of Services), and allow until September 1 to express their interest. Those entities who may be interested please send your reply to Mark Drew.**
- There is a lengthy conversation about expanding the fiscal agent Scope of Services to include various other qualifications that the Group has found lacking in past Fiscal Agents. Several Members agree that the Fiscal Agent Scope of Services has already been decided upon by the Group and that it's not appropriate to change that document. An alternative approach is suggested and would include adding a list of other desired qualifications along with the approved Scope of Services to send out in the RFP.
- Bruce Woodworth expresses concern on how the Staff would select suggestions from Members to be added to the additional desired qualifications list.
- A technicality is brought up between an RFP and an RFQ. It is discussed that the desired output of either document is to get a list of qualified applicants. Technically speaking an RFP proposal includes a bid for services while a RFQ is intended to get a feel for the applicants' qualifications.
- It is considered acceptable to change the RFP to an RFQ, with the understanding that the intent is to gather a pool of qualified applicants from which the RWMG can make a selection.
- 
- **Members who would like to see additional qualifications to the RFQ for the Fiscal Agent, please send any comments or suggestions via email to the Program Office Staff by August 29 for inclusion in the Fiscal Agent RFQ.**
- Holly reads from the approved Fiscal Agent S.O.S. and describes the clause that already contains language allowing for other services to be added as appropriate.
- Multiple Members agree that anyone interested in performing as Fiscal Agent can and should be encouraged to read DWR's PSP. http://www.dwr.water.ca.gov/irwm/integregio_implementation.cfm

c. Implementation Proposal Writer

- Mark gives the justification to the delay of the next Planning Grant as a way to free up Staff time to enable us to work on the Implementation Proposal as well as the DAC grant. He communicates that we have learned a better way to prepare proposals and it will be a much improved process.
- He communicates that we may have the option to bring in a Grantwriter to assist with the writing but is unsure of how the associated finances would work, as it is not allowable to pay someone to prepare a proposal with other DWR grant funding.
- Bruce supports the Fiscal Agent working on proposal development and supports his view by stating the amount of rewriting that took place on the Round 1 Implementation proposal.
- There is a question of how the Staff envisions the proposal development for this round.
- Mark replies it will be much more of a team effort to develop proposals, including sitting down individually with Project Proponents to get a better idea of the larger scope of their projects and then beginning to develop the components of the proposal together as a team.

d. Project Ranking

- Mark informs the Group that comments are due to DWR on the Round 2 Implementation Draft PSP, as well as the Draft 2012 Plan Guidelines, by Friday, August 24, 5:00 pm.
- He informs the Group that in response to the Draft PSP, the RFP Working Committee is scheduled to meet several more times to finalize the RFP document and process so that it may be included as a decision item at the September 26 RWMG meeting.
- **The proposed RFP and ranking process document is due to Program Staff on the morning of September 12, so it can be circulated to the Members to bring to their respective Boards for approval.**

e. Future Schedule

- Draft Round 2 Implementation proposal is likely due the end of February, 2013, and finalized shortly thereafter in anticipation of an early March due date.

7. **DAC Grant (10 Min)** Next Steps

a. Recent activities

- Heather Crall reports she has been attending community meetings this summer season trying to gain interest and support for the IRWMP efforts. Members of the Program Staff will be attending the Southern Sierra IRWMP meeting on September 13. Heather has been working with the Sierra Nevada Alliance to organize DAC specific meetings with CABY, Upper Pit, and Yosemite-Mariposa.
- Holly reports that soon she and Janet will be working with DACs on climate change and data management to assess needs, help build capacity, and get DACs the resources they need.
- The Program Staff reports it is currently working on the Grant Agreement for the additional $129,000 of DAC funding with DWR.

8. **Round 1 Implementation Grant Update (10 Min)**

a. Progress Report from Central Sierra and Project Proponents

- Round Valley School is planning to begin drilling its well in September.
- Coleville School Contract is executed.
- CalTrout contract is executed
- MCWD still has comments to return to Central Sierra.
- Central Sierra is working with the Hilltop Project as well as Inyo County on final details of their contracts.

b. Next Steps

- Program Staff reminds Project Proponents to please let them know when you are planning to break ground on your project. This is largely due to the fact that DWR requires two weeks' notice of all media events.
- Admin. Committee has requested that Central Sierra begin their budget reporting as defined in the MOU at the next Admin. Committee meeting.

**9. General Updates (10 Min)**

a. SWWG Summit

- Holly reports that the Inyo-Mono made a strong showing at the SWWG; in fact the Inyo-Mono had more representatives than any other IRWM region. She reports that Mark, Janet and she all participated as panelists in their respective areas of expertise. Holly reports that strong attendance was made possible by the offering of DAC travel stipends.
- Alan Bacock thanks the Staff for the financial support and comments that the Tribes and DACs would not have been able to attend without that support. He commends the Inyo-Mono for the work they have been doing with the Tribes and explains that many other regions are not experiencing similar success with Tribal participation and involvement. Alan also noted that engaging with tribes from the very beginning of the Inyo-Mono planning process was appreciated and valued.

b. North Lahontan Regional Forum

- Mark reports that on **September 28, 2012, the North Lahontan Regional Forum is going to be held in South Lake Tahoe**. He reports that the North Lahontan meeting aims to improve upon the South Lahontan forum by incorporating constructive feedback received by DWR after the South Lahontan forum. There should be a call-in option for participation in that meeting. The RWMG group is notified that Conway Summit is the boundary separating the North and South sections of the Lahontan Region.
- **Program Office Staff will circulate more detailed information about the North Lahontan Regional Forum once it is received. The meeting is scheduled to take place on Friday, September 28, 2012 in South Lake Tahoe.**

c. ESRI UC

- Janet reports she was privileged to be able to attend the ESRI UC this year along with between 15,000- 20,000 international participants. She reports the venue is used to introduce brand new technologies, learn of future software development plans and gain technical as well as applied knowledge of GIS. She reports she has returned with numerous ideas and under the next planning grant will be working to apply that knowledge toward beneficial improvements to the IRWM Program.
- Additionally Janet informs the RWMG that the Online Round 1 Implementation Project Map as of mid-July had seen approximately 1,000 visits. Prior to today's meeting, the map had almost 5,000 visits. She interprets this to mean we are reaching a much broader audience and that the presentation given at the SWWG Summit has lead other IRWM regions to look to the Inyo-Mono for direction and inspiration. http://inyomonowater.org/interactive-project-map/

**10. Announcements**

- The Sierra Nevada Alliance 19th Annual Conference is scheduled for September 21-23 (Friday-Sunday) Scholarships are available, check out on the website for more details. www.sierranevadaalliance.org
- The MCWD Board approved a Level 1 water restriction for Mammoth Lakes, which includes a number of corrective measures to conserve water. http://www.mcwd.dst.ca.us/pressrelease/Level%20I%20Restrictions%20Sheet.pdf
- MCWD Lawn Efficient Care Workshop takes place tomorrow, September 23 from 11AM-1PM at Cerro Coso Community College in Mammoth.

- Holly G. reports she has received a phone call back from the USFS in regards to the Birchim Community Services District tank replacement project, but that no other progress has been made. She requests the Program Office Staff call again on their behalf.

**11. Process Check**

- No process related comments were received.

**12. Review April 25, 2012, RWMG meeting summary**

**<u>DECISION ITEM(s)</u>: Approve April 25, 2012 RWMG Meeting Summary**
**Approve July 11, 2012 RWMG Meeting Summary**

- **Rick moves to approve both months of meeting notes. Irene seconds the motion. All approved.**

**13. Review of action items, decision items, and recommendations from today's meeting**

- **Janet reviews action & decision items from the meeting.**

**14. Next Meeting Dates**

- Wednesday, September 26, 2012: RWMG Meeting and mandatory Project Proponent Workshop
- Wednesday, October 17, 2012: Project Presentations
- Wednesday, September 10: Admin. Committee meeting
- November 14: RWMG Meeting

**15. Guest Speaker (60 Min)**

a. Rich Ciauri, June Lake PUD General Manager
June Lake PUD Operations overview

- Rich presented an overview of the June Lakes PUD structure and operations. This was followed by a brief field trip to one of the June Lakes PUD treatment facility.

INTEGRATED REGIONAL WATER MANAGEMENT PROGRAM

Inyo-Mono

# Round 2 Prop. 84 IRWM Implementation

## Proposal Process, Scoring/Ranking Process, & Pre-Proposal Application

# Project Review Process

## General Information and Preparation of Pre-proposals

- You are *strongly* encouraged to review all relevant documents including the *draft* Round II Implementation Proposal Solicitation Package (PSP), Draft IRWMP Plan Guidelines, and the guidance included in this Request For Proposals (RFP).
- Please pay particular attention to required procedures and deadlines. Refer to the attached timeline for more information about the review and ranking process, fiscal agent selection, and proposal development. The timeline is also available at the following link: http://www.tiki-toki.com/timeline/entry/22016/INYO-MONO-IRWM-PROGRAM/#!date=2012-09-10_13:15:05!
- If you intend to submit a project for Round 2 Implementation funding, **you *must* attend the September 26, 2012, PSP and ranking workshop in Independence, CA** (see www.inyomonowater.org for details). There will be a conference call/webinar option if you cannot attend in person. If you are not able to attend at all, you must send someone to attend in your place. Those not attending will not be eligible to submit pre-proposals.
- All project proponents who wish to have their projects considered for Round 2 Implementation funding must submit their project(s) using the online upload form first (unless you have already done so): http://inyomonowater.org/members/project-upload/. **All projects must be uploaded by September 30, 2012.**
- **Round 2 Implementation pre-proposals** (those proposals used for internal ranking) **are due to the Program Office by 11:59 pm, October 16, 2012.** Also become familiar with the Implementation PSP before starting your pre-proposal so that you understand what is expected of projects and project proponents. **Please submit pre-proposals as Word documents. We suggest using the attached application worksheet (starting on p. 5) as a template for your pre-proposal.**
- With regards to the Implementation PSP section in the pre-proposal, a fully-developed proposal is not necessary. Reviewers will be looking for the minimal amount of information necessary to respond to the questions in the Implementation PSP Table starting on Page 4. However, providing responses to all of the scoring criteria/questions is highly recommended.
- **All project proponents *are required* to give a brief presentation of their project(s) to the Regional Water Management Group on October 17, 2012. *All entities wishing to review and rank projects must attend this project presentation workshop*,** including all technical advisory committee (TAC) members. A conference call/webinar option will be available for those not able to attend in person.

## Scoring of Proposals and Allocation of Funding

- **Category-specific TACs will meet and evaluate proposals for that category only before October 24, 2012.** *TACs will evaluate the entire Implementation PSP section of each pre-proposal up to 80 points.* TACs are encouraged, in addition to providing the scores of each project evaluated, to provide a narrative explanation of its scoring/ranking of the proposals. TAC members do not necessarily need to be RWMG Members.
- **TACs will provide their scoring and rankings to the Program Office by October 24, 2012.** Program Office will then provide this information to project proponents and the RWMG. If project proponents wish to respond to the TAC rankings, they may do so any time before November 1, 2012, and those responses will be made available to the group of project reviewers.
- RWMG ranking of projects will occur within bins (or categories). There will be no overall ranking

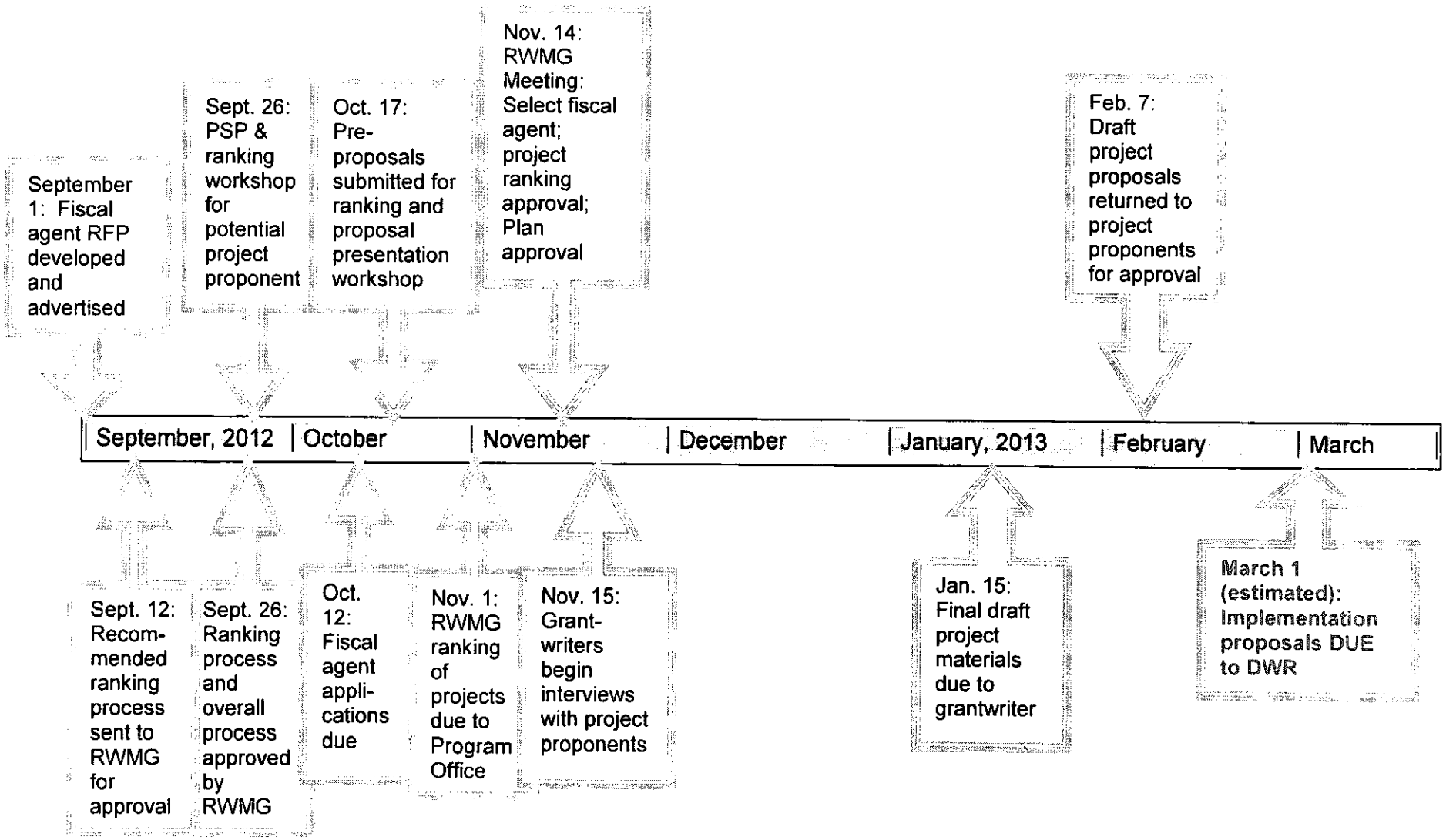
of projects. (Conditional upon decision below)

- Expenses required by fiscal agent to implement and administer the Grant Agreement with DWR will be subtracted from the total grant award with remaining funds going directly to support implementation projects.
- **Funding can be allocated in one of three ways:**
  - **a)** Implementation projects will be prioritized for funding based on the project's evaluation score, regardless of bins. Projects will be ranked from the highest score to the lowest score, and funding will be allocated accordingly. When there is insufficient grant money to fully fund the next project, the Program Office will discuss with funded project proponents how best to maximize the remainder amount so as to fund as many projects as possible. If needed to help resolve conflict, the Program Office will consult the Administrative Committee.
  - **b)** Implementation award will be allocated to the highest ranked projects within each bin. Bins will be randomly prioritized, and the highest ranking project from the first priority bin will receive full funding and then the highest ranked project in the second priority bin will receive funding for their project and so on until the total award is allocated. When there is insufficient grant money to fully fund the next project, the Program Office will discuss with funded project proponents how best to maximize the remainder amount so as to fund as many projects as possible. If needed to help resolve conflict, the Program Office will consult the Administrative Committee.
  - **c)** Implementation award will be allocated to the highest ranked projects within each bin. Bins will be prioritized by the RWMG *before project ranking begins*, and the highest ranking project from the highest-prioritized bin will receive full funding and then the highest ranked project in the second-highest bin will receive funding for their project and so on until the total award is allocated. When there is insufficient grant money to fully fund the next project, the Program Office will discuss with funded project proponents how best to maximize the remainder amount so as to fund as many projects as possible. If needed to help resolve conflict, the Program Office will consult the Administrative Committee.
- Only RWMG Members are eligible to review and rank projects. Members wishing to review and rank projects must commit to reviewing and ranking ALL projects. RWMG reviewers may accept the TAC scoring for those specific sections for a particular project, or they may do their own scoring. If you accept the TAC scores, you must also review and score the other sections of the proposal not scored by the TAC.
- The highest aggregate score per bin will receive highest ranking for that bin. (Conditional upon process above)
- **RWMG Members who wish to review and rank projects must submit their rankings by 9:00 am, November 1, 2012, to the Program Office. Project ranking results will be circulated to the RWMG as soon as possible for Members to take to their governing boards for approval by November 14, 2012.**
- Contact the Program Office with any questions or for more information:
  - Mark Drew, Program Director

    mdrew@caltrout.org; 760-924-1008
  - Holly Alpert, Program Manager

    holly@inyomonowater.org; 760-709-2212
  - Janet Hatfield, Program Assistant

    janet@inyomonowater.org; 760-387-2747


September 1: Fiscal agent RFP developed and advertised
Sept. 26: PSP & ranking workshop for potential project proponent
Oct. 17: Pre-proposals submitted for ranking and proposal presentation workshop
Nov. 14: RWMG Meeting: Select fiscal agent; project ranking approval; Plan approval
Feb. 7: Draft project proposals returned to project proponents for approval
September, 2012
October
November
December
January, 2013
February
March
Sept. 12: Recom-mended ranking process sent to RWMG for approval
Sept. 26: Ranking process and overall process approved by RWMG
Oct. 12: Fiscal agent appli-cations due
Nov. 1: RWMG ranking of projects due to Program Office
Nov. 15: Grant-writers begin interviews with project proponents
Jan. 15: Final draft project materials due to grantwriter
March 1 (estimated): Implementation proposals DUE to DWR

# Round 2 Implementation Pre-Proposal Application

## General Project Information

**Project proponent:**

❑Yes ❑No Is the project proponent a signatory of the planning/implementation MOU? If not, are there plans in place to become an MOU signatory on or before October 17, 2012 (deadline for pre-proposal submission), or is the project proponent partnering with an MOU signatory? If project proponent is partnering with an MOU signatory, please list the name of the signatory.

**MOU Signatory Partner:**

**Contact person:**

Phone:

E-mail:

**Name of project:**

**County(ies) where the project will be implemented:**

**Watershed(s) where the project will be completed:**

**This project best fits into the following category (choose one, based on the Inyo-Mono regional Objectives [see p. 10 below for a list of Objectives]):**

❑ Water Quality

❑ Water Supply

❑ Ecosystem Health

❑ Flood Management

❑ Groundwater

**Project Abstract:**
Provide a 300-word (or less) abstract summarizing the project

## Scoring

The maximum amount of points available per proposal is 115. Pay particular attention to the allocated scoring for each section below and instructions pertinent to that section.

Implementation PSP (8[illegible] points for entire section; see individual scoring criteria for scoring guidance)

If you have difficulty reading the Scoring Criteria text, you can refer directly to Table 5 in the Implementation PSP: http://www.water.ca.gov/irwm/integregio_implementation.cfm

| Table 5 – Supplemental Scoring Criteria and Scoring Standards | | | | |
|---|---|---|---|---|
| **Scoring Criteria** | **Weighting Factor** | **Range of Points Possible** | **Score** | **Scoring Standards** |
| **Work Plan**<br>*Scoring will be based on whether the applicant has presented a detailed and specific Work Plan that adequately documents the Proposal (i.e., suite of projects).*<br>Does the Work Plan contain an introduction that includes:<br>a) goals and objectives of the Proposal and how the Proposal helps achieve the goals and objectives of the adopted IRWM Plan?<br>c) a map showing relative project locations; and<br>Are tasks for each project of adequate detail and completeness so that it is clear that the project can be implemented?<br>Do the tasks include appropriate deliverables and reporting submittals (i.e., quarterly and final reports)?<br>Is the proposal consistent with the applicable Basin Plan?<br>Is this a study or part of a larger – multi-phased project effort? If so, will the proposed project(s) be operational as a standalone project(s) without the completion of the end project(s)?<br>Does the Work Plan include a listing of required permits and their status including CEQA compliance?<br>Does the Work Plan include Data Management and Monitoring Deliverables consistent with the IRWM Plan Standards and Guidance - Data Management Standard? | 3 | 0–15 | 0–5 | Standard Scoring Criteria<br>See 2012 Guidelines, Section V.G |
| **Budget**<br>*Scoring will be based on whether the applicant has presented a detailed and specific budget that adequately documents the Proposal.* | 1 | 0–5 | 5 | A score of 5 points will be awarded where the Budgets for all the projects in the Proposal have detailed cost information as described in Attachment 4; the costs are reasonable, and all the Budget categories of Exhibit B are thoroughly supported. |

| Table 5 – Supplemental Scoring Criteria and Scoring Standards | | | | |
|---|---|---|---|---|
| **Scoring Criteria** | **Weighting Factor** | **Range of Points Possible** | **Score** | **Scoring Standards** |
| Are the tasks shown in the Budget consistent with the work items shown in the Work Plan and Schedule?<br>Are the detailed costs shown for each project reasonable?<br>Does the budget attachment contain an explanation of how the project costs were estimated? | | | 4 | A score of 4 points will be awarded where the Budgets for all the projects in the Proposal have detailed cost information as described in Attachment 4 and the costs are considered reasonable but the supporting documentation for some of the Budget categories of Exhibit B are not fully supported or lack detail. |
| | | | 3 | A score of 3 points will be awarded where the Budgets for most of the projects in the Proposal have detailed cost information as described in Attachment 4, but not all costs appear reasonable or supporting documentation is lacking for a majority of the items shown in the Budget categories described in Exhibit B. |
| | | | 2 | A score of 2 points will be awarded where the Budgets for less than half the projects in the Proposal have detailed cost information as described in Attachment 4, many of the costs cannot be verified as reasonable, or supporting documentation is lacking for all of the Budget categories described in Exhibit B. |
| | | | 1 | A score of 1 will be awarded where there is no detailed Budget information provided for any of the proposed projects. |
| | | | 0 | A score of 0 will be awarded where there is no Budget information provided. |
| **Schedule**<br>*Scoring will be based on whether the applicant has presented a detailed and specific schedule that adequately documents the Proposal and on the readiness to proceed with the Proposal. Readiness will be measured by construction cycles following the anticipated award date of September 2013. It is assumed in the Scoring Standards that the first construction cycle will begin April 2014, the second cycle will begin April 2015, and the third cycle will begin April 2016.*<br>Are the tasks in the schedule consistent with the tasks described in the Work Plan?<br>Given the task descriptions in the Work Plan, does the schedule seem reasonable?<br>How many construction cycles occur between the assumed agreement execution date and the start of construction or implementation for the | 1 | 0–5 | 5 | A score of 5 points will be awarded if the schedule is consistent with the Work Plan and Budget, reasonable, and demonstrates a readiness to begin construction or implementation of at least one project of the Proposal no later than May 2014. |
| | | | 4 | A score of 4 points will be awarded if the schedule is consistent with the Work Plan and Budget, demonstrates a readiness to begin construction or implementation of at least one project of the Proposal no later than May 2015. |
| | | | 3 | A score of 3 points will be awarded if the schedule is consistent with the Work Plan and Budget, reasonable, and demonstrates a readiness to begin construction or implementation of at least one project of the Proposal no later than May 2016. |
| | | | 2 | A score of 2 points will be awarded if the schedule is consistent with the Work Plan and Budget, demonstrates a readiness to begin construction or implementation of no project of the Proposal earlier than May 2016. |

| Table 5 – Supplemental Scoring Criteria and Scoring Standards | | | | |
|---|---|---|---|---|
| **Scoring Criteria** | **Weighting Factor** | **Range of Points Possible** | **Score** | **Scoring Standards** |
| earliest of the Proposal's projects? | | | 1 | A score of 1 point will be awarded if the Schedule is not consistent with the tasks presented in the Work Plan and Budget, is clearly not reasonable. Readiness to begin construction or implementation will be disregarded. |
| | | | 0 | A score of 0 will be awarded if the schedule was not included in the application. |
| **Monitoring, Assessment, and Performance Measures**<br>*Scoring will be based on whether the applicant has presented an adequate monitoring and assessment program including performance measures that will allow a determination of whether the objectives are met.*<br>Do the output indicators effectively track project output?<br>Are the outcome indicators adequate to evaluate change resulting from the project's implementation?<br>Is it feasible to meet the targets within the life of the project(s)? | 1 | 0–5 | 0-5 | Standard Scoring Criteria<br>See 2012 Guidelines, Section V.G |
| **Technical Justifications of Projects**<br>*Scoring will be based solely on the technical justifications of project(s) with respect to claimed physical benefits. Magnitude of physical benefits will not be scored under this criterion. However, physical benefits must be clearly described and quantified (if applicable) as points will be allocated based on the quality of the technical analysis and supporting documentation in consideration of the type of benefit claimed. Scoring is designed to not bias types or sizes of projects with respect to each other.*<br>Did the applicant provide information that clearly identifies and describes the physical benefits of each project included in the Proposal?<br>Is the technical analysis appropriate and justified considering the size of the project and the type of benefit claimed? | 2 | 0–10 | 4-5 | A proposal that includes clearly identified and well described physical benefits and supporting documentation that demonstrates the project(s) is technically justified to achieve the claimed benefits will be awarded a score of 4 or 5 points based on the adequacy of the technical justification of the project(s). |
| | | | 3-4 | A proposal that includes clearly identified and well described physical benefits, but lacks sufficient supporting documentation to demonstrate the project(s) is technically justified to achieve the claimed benefits will be awarded a score of 3 or 4 points based on the adequacy of the technical justification of the project(s). |
| | | | 2-3 | A proposal that includes physical benefits that are not clearly identified and/or well described and lacks sufficient supporting documentation to demonstrate the project(s) is technically justified to achieve the claimed benefits will be awarded a score of 2 or 3 points based on the adequacy of the technical justification of the project(s). |
| | | | 1-2 | A proposal that includes physical benefits that are not clearly identified and/or well described and little to no supporting documentation to demonstrate the project(s) is technically justified to achieve the claimed benefits will be awarded a score of 1 or 2 points based on the adequacy of the technical justification of the project(s). |

| Table 5 – Supplemental Scoring Criteria and Scoring Standards | | | | |
|---|---|---|---|---|
| **Scoring Criteria** | **Weighting Factor** | **Range of Points Possible** | **Score** | **Scoring Standards** |
| | | | 0 | A score of zero will be awarded to proposals that do not include supporting documentation to demonstrate the project(s) is technically justified to achieve the claimed benefits. |
| **Benefits and Costs Analysis**<br>*Scoring will be based on the magnitude of benefits and quality of analysis. Magnitude will be evaluated relative to total proposal costs. For proposals where a cost effectiveness evaluation is provided, these evaluations will also be scored based on the quality and completeness of the evaluation. Scoring is designed to not bias types of projects with respect to each other.*<br>Points will be allocated based on: 1) the benefits realized through implementation of the Proposal relative to proposal costs and 2) the quality of the analysis and supporting documentation demonstrating those benefits.<br>Are the costs and benefits claimed supported with clear and complete documentation?<br>Is the benefit analysis appropriate considering the size of the project and the type of benefit claimed?<br>Note the following:<br>• Applicants may not split a single project into multiple smaller components or phases in order to be eligible for the Cost Effectiveness Analysis Option (Section D1).<br>• Points may be reduced if DWR determines that the benefits described in the Non-Monetized Benefit Analysis (Section D2) could readily be quantified in dollar terms. This judgment may involve the type of benefit, the size of the project, and the availability of information.<br>• If DWR determines that FDR project benefits can be monetized, but the applicant did not present the benefits, the applicant risks losing points. | 3 | 0-30 | 8-10 | Collectively the proposal is likely to provide a high level of benefits in relationship to cost and this finding is supported by detailed, high quality analysis and clear and complete documentation. |
| | | | 7-8 | Collectively the proposal is likely to provide a high level of benefits in relationship to cost, but the quality of the analysis or clear and complete documentation is lacking. |
| | | | 5-7 | Collectively the proposal is likely to provide a medium level of benefits in relationship to cost and this finding is supported by detailed, high quality analysis and clear and complete documentation. |
| | | | 4-5 | Collectively the proposal is likely to provide a medium level of benefits in relationship to cost, but the quality of the analysis or clear and complete documentation is lacking. |
| | | | 1-4 | Collectively the proposal is likely to provide a low level of benefits in relationship to cost. Varying degree of quality of the analysis and supporting documentation. |
| | | | 0 | A score of zero will be awarded to proposals that do not demonstrate any level of benefit. |

| Table 5 – Supplemental Scoring Criteria and Scoring Standards | | | | |
|---|---|---|---|---|
| **Scoring Criteria** | **Weighting Factor** | **Range of Points Possible** | **Score** | **Scoring Standards** |
| **Program Preferences**<br>*Scoring will be based on whether the Proposal will implement one or more of the specified IRWM Grant Program Preferences (See Section II.F). Proposals that demonstrate significant, dedicated, and well-defined projects that meet multiple Program Preferences will be considered more favorably than Proposals that demonstrate a significant potential to meet a single Program Preference or demonstrate a low degree of commitment or certainty to meeting Program Preferences.*<br>Did the applicant demonstrate a high degree of certainty that the Proposal will implement the Program Preferences claimed?<br>Did the applicant document the magnitude and breadth of Program Preferences that the Proposal will achieve?<br>Did the applicant include a project(s) that will address critical water supply or water quality needs of disadvantaged communities within the IRWM region? | 2 | 0–10 | 0-5 | One half point will be awarded for each Program Preference (including the Statewide Priorities listed in Table 1 of the 2012 Guidelines) that will be met through the implementation of the Proposal, with one exception. One full point will be awarded if the Proposal includes a project(s) that will meet the Preference: "Address critical water supply or water quality needs of disadvantaged communities within the IRWM region" (DAC Program Preference).<br>The maximum score of 5 points will be awarded only if the Proposal, upon implementation, will meet at least 8 non-DAC Program Preferences AND includes a project(s) that will meet the DAC Program Preference.<br>If the Proposal does not include a project that will meet the DAC Program Preference, the maximum score that may be awarded is 4 points.<br>Program Preference points will be granted if it is clear that the preference will be met upon implementation of the Proposal. |
| **Total Range of Points Possible Without Tie Breaker Points =** | | **0 – 80** | | |

## Statewide Priorities (3 points for entire section)

### State Water Plan Strategic Objectives

*Please indicate which of the following objectives from the Water Plan Update 2009 this project addresses (check all that apply).*

- ❑ Reduce Water Demand
- ❑ Improve operational efficiency and transfers
- ❑ Increase water supply
- ❑ Improve water quality
- ❑ Practice resource stewardship
- ❑ Improve flood management

## Inyo-Mono Regional Priorities and Preferences (32 points for entire section)

### Inyo-Mono IRWM Planning Priorities (20 points for entire section)

1. In the table below, put an "X" by each Inyo-Mono IRWM Plan Objective and Resource Management Strategy that the project supports. Include a one-sentence description justifying your answer for each. (5 points)

| Regional Objective | Resource Management Strategies |
|---|---|
| ☐ Protect, conserve, optimize, and augment water supply while maintaining ecosystem health | ☐ Improve water supply reliability.<br>☐ Improve system flexibility and efficiency.<br>☐ Support compliance with current and future state and federal water supply standards.<br>☐ Address local water supply issues through various techniques, including, but not limited to: groundwater recharge projects, conjunctive use of water supplies, water recycling, water conservation, water transfers, and precipitation enhancement.<br>☐ Optimize existing storage capacity.<br>☐ Conserve and adapt water uses to future conditions.<br>☐ Capture and manage runoff where feasible.<br>☐ Incorporate and implement low-impact development design features, techniques, and practices.<br>☐ Promote public education about water supply issues and needs.<br>☐ Promote planning efforts to provide emergency drinking water to communities in the region in the event of a disaster.<br>☐ Promote water efficiency in fish hatcheries.<br>☐ Protect water supplies that support public |

| Regional Objective | Resource Management Strategies |
|---|---|
| | recreational opportunities. |
| ☐ Protect, restore, and enhance water quality | ☐ Support achieving compliance with current and future state and federal water quality standards.<br>☐ Improve the quality of urban, agricultural, and wildland runoff and/or mitigate their effects in surface waters and groundwater.<br>☐ Support monitoring to better understand major sources of erosion and causes and, where feasible, reduce erosion and sedimentation.<br>☐ Protect public and aquatic ecosystem sustainability.<br>☐ Match water quality to water use.<br>☐ Support appropriate recreational programs that minimize and/or mitigate impacts to water quality. |
| ☐ Provide stewardship of water dependent natural resources | ☐ Protect, restore, and enhance natural processes, habitats, and threatened and endangered species.<br>☐ Protect, enhance, and restore ecosystems.<br>☐ Support science-based projects to protect, improve, assess, and/or restore the region's ecological resources, while providing opportunities for public access, education, and recreation where appropriate.<br>☐ Support research and monitoring to better understand the impacts of water-related projects on environmental resources.<br>☐ Identify, develop , and enhance efforts to control invasive species. |
| ☐ Maintain and enhance water, wastewater, emergency response, and power generation infrastructure efficiency and reliability | ☐ Promote rehabilitation and replacement of aging water and wastewater delivery and treatment facilities in rural communities, including tribal lands.<br>☐ Ensure adequate water for fire protection and emergency response.<br>☐ Promote and improve energy efficiency of water systems and uses.<br>☐ Promote water efficiency in power generating facilities.<br>☐ Provide for development and improvement of emergency response plans. |

| Regional Objective | Resource Management Strategies |
|---|---|
| ☐ Address climate variability and reduce greenhouse gas emissions | ☐ Increase understanding of water related greenhouse gas emissions.<br>☐ Increase understanding of impacts of climate change on water supplies and water quality.<br>☐ Manage and modify water systems to respond to increasing climate variability.<br>☐ Support efforts to research and implement alternative energy projects and diversify energy sources to move and treat water within the region.<br>☐ Support efforts to reduce greenhouse gas emissions in the region.<br>☐ Promote public education about impacts of climate change, particularly as it relates to water resource management in the region. |
| ☐ Enhance participation of disadvantaged communities and tribal entities in IRWM process | ☐ Engage regional communities and tribes in collaborative water and natural resource management related efforts.<br>☐ Provide assistance for tribal and DAC consultation, collaboration, and access to funding for development, implementation, monitoring, and long-term maintenance of water resource management projects.<br>☐ Promote public education and training programs in disadvantaged communities and tribal areas about water resource protection, pollution prevention, conservation, water quality, watershed health, and climate change.<br>☐ Promote social resilience in disadvantaged communities and tribes to more effectively respond to social, economic or environmental disturbances impacting water-related resources. |

| Regional Objective | Resource Management Strategies |
|---|---|
| ☐ Promote sustainable stormwater and floodplain management that enhances flood protection | ☐ Characterize current stormwater and flood management situations and challenges.<br>☐ Promote region-wide integrated stormwater and flood management planning.<br>☐ Improve stormwater and flood management infrastructure and operational techniques/strategies.<br>☐ Promote projects and practices to protect infrastructure and property from flood damage.<br>☐ Integrate ecosystem enhancement, drainage control, and natural recharge into construction projects.<br>☐ Develop and implement public education, outreach, and advocacy on stormwater and flood management matters. |
| ☐ Promote sound groundwater and surface water monitoring, management, and mitigation in cooperation with all affected parties | ☐ Support and implement state-mandated groundwater and surface water monitoring requirements, and other groundwater monitoring efforts.<br>☐ Promote efforts to monitor, manage, and mitigate effects of groundwater-dependent projects.<br>☐ Develop and support projects that mitigate for the effects of groundwater extraction.<br>☐ Protect and improve the quality and quantity of stored groundwater supplies and recharge areas.<br>☐ Promote conjunctive use projects.<br>☐ Identify existing gaps in groundwater and surface water quantity data and undertake appropriate assessments/characterization studies.<br>☐ Collect data and monitor groundwater and surface water supply variability.<br>☐ Promote efforts to manage/design groundwater projects so that future impacts requiring mitigation are avoided. |

2. Will this project benefit disadvantaged communities? If yes, list DACs that will benefit. Will the project benefit *only* DACs? If not, please give an estimated proportion of funding that would be used to benefit DACs. (If uncertain which communities quality as DACs, contact Program Office staff.) (10 points)
3. Will this project involve or benefit Native American Indian Tribes? If yes, list which Tribes. Will the project benefit *only* Tribal communities? If not, please give an estimated proportion of funding that would be used to benefit Tribes. (5 points)

**Project Status/Project Readiness (6 points for entire section, scored as a whole)**

1. Is this a project under CEQA?
    a. ❑Yes ❑No
    b. If yes, what level of CEQA is required?
    c. What is the proposed schedule for completing CEQA?
2. Is this a project under NEPA?
    a. ❑Yes ❑No
    b. If yes, what level of NEPA is required?
    c. What is the proposed schedule for completing NEPA?
3. Is the project proponent able to commit a 25% funding match as required by the PSP, or will the proponent be seeking a DAC match waiver?
4. What are the local and regional permitting requirements (if any), and have they been met? If not, what is the current status of compliance and/or plan for complying with the requirements? If permits are required, when do they expire?
5. Will there be staff available for project implementation, or will they need to be hired?
6. What kinds of planning documents, outside of permitting, are necessary for the project, and are they complete? For example, engineering designs or blueprints, work plan, etc.
7. What other financial resources (internal and/or external) will be available to undertake the project and sustain it beyond the IRWM grant?
8. Does the project proponent have the authority or approval to implement the project (such as landowner approval; approval from governing board; or fee, easement, or license rights)?
9. What will be the status of achieving the appropriate approvals by September 1, 2013 (anticipated final award date)?
10. If approvals have not been granted by September 1, 2013, what is the proposed schedule for achieving such approvals?
11. Is there a labor compliance program in place?

**Subjective Evaluation Narratives (limit responses to 100 words or fewer) (6 points for entire section, scored as a whole)**

1. Will this project result in reduced greenhouse gas emissions? If yes, explain how.
2. Will this project contribute to developing or implementing adaptation strategies to respond to climate variability impacts on water resources? If yes, explain how.
3. Are there any expected negative economic or environmental impacts of the project? Please describe.
4. Does the project address public health and safety concerns? Please describe.
5. Will this project contribute to achieving compliance with regulatory requirements?
6. Does the project mitigate existing negative environmental conditions? Please explain.

Inyo-Mono INTEGRATED REGIONAL WATER MANAGEMENT PROGRAM

SEEKING AGENCY/ORGANIZATION
TO SERVE AS FISCAL AGENT FOR THE INYO-MONO INTEGRATED REGIONAL WATER MANAGEMENT PLAN (IRWMP) ROUND 2 IMPLEMENTATION GRANT

**Background:** The Inyo-Mono IRWMP is a voluntary and non-regulatory water planning program that identifies and seeks funding to implement broadly-supported goals, objectives and projects pertaining to water resources within Inyo and Mono Counties. **The Inyo-Mono Regional Water Management Group now seeks a Fiscal Agent to manage the Round 2 Proposition 84 Implementation Grant, if funded.**

**Responsibilities:** Please refer to the accompanying "Fiscal Agent Scope of Services" document for a description of responsibilities expected of a Fiscal Agent.

**Eligibility:** Please refer to the accompanying "Fiscal Agent Scope of Services" document for an explanation of entities that are eligible to serve as Fiscal Agent.

**Required Qualifications:** (1) Significant and successful grant administration experience, including developing and executing sub-grants, (2) experience hiring and managing a team of grant administrators, (3) successful record of maintaining open and frequent communication with stakeholders/sub-contractors. (4) successful record of engaging with and working for a wide-range of stakeholders representing different interests across the region and ability to represent the best interests of all stakeholders involved, (5) ability to participate in Inyo-Mono Administrative Committee and Regional Water Management Group meetings as requested.

**Desired Qualifications:** (1) Experience with CEQA document preparation, (2) experience with conducting cost/benefit analyses, (3) experience in grant writing and proposal development, (4) experience with labor compliance requirements.

**Benefits:** (1) Becoming an established leader in the region; (2) Organizational growth-funding to hire new staffing or consultants and administrative assistance to build staff and organization; (3) Build relationship with DWR and other funders throughout California; (4) Cash flow (In the past, DWR has arranged for subcontracts to be paid directly by DWR to alleviate a fiscal sponsor's cash flow challenges).

**Timeline:** Selection of Fiscal Agent is scheduled for the November 14, 2012, Inyo-Mono RWMG meeting. Expected deadline for Round 2 Implementation grant applications is early March, 2013. Final grant awards would be made late summer or fall, 2013.

**How to Apply:** Send a statement of qualifications (no more than two pages), including required compensation, to Mark Drew (mdrew@caltrout.org) and Holly Alpert (holly@inyomonowater.org) by October 12, 2012. Statements may also be mailed to PO Box 3442, Mammoth Lakes, CA, 93546.

Information about integrated regional water planning in California can be found at http://www.grantsloans.water.ca.gov/grants/irwm/integregio.cfm

**For more information please contact Mark Drew, Program Director, at: (760) 924-1008 or mdrew@caltrout.org**

# INYO-MONO IRWMP
# FISCAL AGENT SCOPE OF SERVICES
**April 25, 2012**

The Inyo-Mono Regional Water Management Group (RWMG) was formed under Proposition 84 and California Department of Water Resources (DWR) guidelines to define and implement water-related goals and programs within the planning region. Much of the funding that the RWMG seeks to obtain and manage is provided by DWR or similar State agencies. These agencies normally require that the contractual obligations of grants or other financial resources be administered through a fiscal agent, who acts as a liaison between the government agency and the project proponent(s), whether that proponent is the RWMG itself or an associated water-related entity from within relevant counties.

This document defines the eligibility, responsibilities, and compensation requirements for an entity to act as the fiscal agent on an RWMG contract.

## Eligibility

Generally, the State requires that an eligible fiscal agent be a public institution or a non-profit organization that has the ability to show viable and established organizational and financial resources which demonstrate the ability to successfully accomplish the contracting aspects of a grant program.

- A public agency is a city, county, district, joint powers authority, a state agency or department, or other political subdivision of the state. At this time, federal agencies are not eligible for consideration for fiscal agency.

- A non-profit organization means any California corporation organized under Section 501(c)(3, a4, or 5) of the federal Internal Revenue Code. Indian tribes with Section 501(c)(3) status are also eligible.

## Responsibilities

The fiscal agent acts as administrator of a grant, and has responsibility for seeing that contractual commitments are met based on requirements from the funding agency and for administering payment of grant monies to project proponents under conditions described in the grant. The fiscal agent is not responsible for program management of the project(s)[1] authorized under the grant or for technical completion of the project(s); the latter remain the responsibility of the proponents of the project(s) identified in the grant.

The fiscal agent provides the following general services (these may vary as described in individual contracts):

- Serve as the single-point liaison between the grantor and the RWMG or project proponents

- Develop and administer sub-contracts with project proponents in a timely manner

- Provide regular communication with the grantor and project proponents, including timely responses to requests and questions, as well as clarification of terms and conditions or other contractual matters

- Attend to contractual grant administration tasks, including, but not limited to, responding to a commitment letter, signing a grant agreement/contract, providing invoices and reports on a regular schedule, and delivering a final report.

- Facilitate regular reporting on project progress, including an annual report, to the RWMG and monthly informal reports to the Inyo-Mono Administrative Committee

- Collect cost data from and provide timely reimbursements, within reason, to project proponents.

- Obtain relevant contractual documents for the proponent(s).

- An agreement for services between the fiscal agent and the Inyo-Mono RWMG may include other services as deemed appropriate by both parties.

## Compensation

The fiscal agent will be reimbursed for costs related to administration of the contract in accordance with conditions specified in the individual contract. Generally this compensation will be expressed as a portion of the grant award and would be based on the total grant award.

## Contact

To obtain more information on representing the Inyo-Mono RWMG as a fiscal agent, please contact:

Mark Drew
Inyo-Mono IRWM Program Office
P.O. Box 3442
Mammoth Lakes, CA 93546
760-924-1008
mdrew@caltrout.org

For Clerk's Use Only:
**AGENDA NUMBER**

25

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** County Counsel

**FOR THE BOARD MEETING OF: September 25, 2012**

**SUBJECT:** Request to Fill Vacant Confidential Legal Secretary Position with one Confidential Office Assistant III Position

***DEPARTMENTAL RECOMMENDATION:*** Consistent with the Authorized Review Policy the funding for Office Assistant III position comes from the General fund and exists as certified by County Counsel and concurred with by the County Administrator and the Auditor-Controller; and where internal candidates meet the qualifications for position of Office Assistant III, the position could be filed through a closed county recruitment, but an open recruitment is more appropriate to ensure qualified applicant pool; and approve the hiring of one Office Assistant III, Range ($2,480-$3,007).

***CAO RECOMMENDATION:***

***SUMMARY DISCUSSION:*** On September 1, 2012, the Office of County Counsel Legal Secretary retired. This leaves the office with only one Administrative Legal Secretary to run the office and provide support for three (to five) lawyers. The administrative function in the office is more than one person can handle for an extended period of time. County Counsel maintains an office in Bishop and in Independence in order to provide advice to clients in each location. Lawyers and staff rotate between the offices, on a schedule and as needed. It is important for the effective functioning of each office to have staff support for lawyers in each office.

This support would include preparing, finalizing and filing or distributing legal and other documents, interfacing with other departments in the County and the public, creating and maintaining litigation files and the file system, operating the office information systems, assisting with the office's move toward an exclusively electronic workflow, conducting simple research tasks, learning budgeting and office operation, and other activities as needed and interest dictate. In considering the needs of the office (with the help of the CAO and Personnel Department), it appears that an Office Assistant III position could provide this necessary support. Although this would entail moving from a legal secretary position to an office assistant position, we feel the office assistant position offers the variety and scope of expertise needed to meet the office's needs while providing an excellent opportunity for a candidate to expand his or her experience into the legal arena.

***ALTERNATIVES:*** Your Board could deny or delay this request. This would impact the offices ability to maintain two fulltime offices with one staff member.

***OTHER AGENCY INVOLVEMENT:*** CAO, Personnel and the Auditor-Controller

***FINANCING:*** This position is budgeted in the County Counsel budget (010700).

| 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 9-6-12 |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Amy Shepherd Approved: yes Date 9-18-12 |
| 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 09-17-2012 |

***DEPARTMENT HEAD SIGNATURE:*** Date: 9-18-12
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
**AGENDA NUMBER**

26

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ 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 25, 2012

**SUBJECT:** Approval of Minutes

***DEPARTMENTAL RECOMMENDATION:*** - Request approval the minutes of the Board of Supervisors Meeting of A) September 4, 2012; and B) September 11, 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.)*<br>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.)*<br>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.)*<br>Approved:_____ Date_____ |

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

For Clerk's Use Only:
AGENDA NUMBER

27

# 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 – ESAAA

**FOR THE BOARD MEETING OF:** **September 25, 2012**

**SUBJECT:** Awarding of Contract for Ombudsman Services

## ***DEPARTMENTAL RECOMMENDATION:***
Recommend Board (1) Review staff recommendation for awarding of Eastern Sierra Area Agency on Aging (ESAAA) Ombudsman contract; (2) hear an appeal from a lower scoring respondent to the RFQ; and (3) award the Ombudsman contract, contingent upon the required designation by the California Department of Aging Ombudsman Office, to the appropriate respondent, contingent upon the adoption of future budgets.

## ***CAO RECOMMENDATION:***

## ***SUMMARY DISCUSSION:***
A Request for Qualifications (RFQ) was released mid-summer for the provision of Ombudsman services through ESAAA for the period of the Area Plan, October 1, 2012-June 30, 2016. Two responses were received: (1) from the current long-time Ombudsman, Kathryn Williams; and (2) from California Indian Legal Services (CILS). A five-member scoring panel included two ESAAA Advisory Council members and three ESAAA managers familiar with the needed services. Scoring sheets are attached.

Upon receipt of the letters to respondents, the attached letter from the current Ombudsman Board was received. The letter is attached for your Board's consideration.

Staff is requesting Board award the Ombudsman contract to the highest scorer, CILS, based on the fact that this is a cyclical contract awarded in response to an RFP/RFQ, not based on longevity of service. If Board decides NOT to award this new contract to the existing Ombudsman Program, they have an additional appeal process through the California Department of Aging (CDA). CDA is first awaiting your Board's action on this item.

While ESAAA appreciates the years of services of the current Ombudsman, the scoring panel simply scored the CILS response higher.

## ***ALTERNATIVES:***
Your Board could overturn the panel and staff's recommendation, awarding the contract to the current Ombudsman.

## ***OTHER AGENCY INVOLVEMENT:***
Ombudsman Advocacy Services, CILS, CA Department of Aging

## ***FINANCING:***
ESAAA will provide a maximum of $43,648 for the period of October 1, 2012 through June 30, 2013. Estimated funding for contract years 2013/14, 2014/15 and 2015/2016 is $53,648 per year. Annual funding may be adjusted due to annual budget allocations from California Department of Aging. Funding for the current year is budgeted in ESAAA (683000) in Professional Services, and will be budgeted there in future years also.

| 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.)*<br>Approved: yes Date: 9/17/2012 |
| AUDITOR/CONTROLLER: | **ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)*<br>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.)*<br>Approved: _____ Date: _____ |
| BUDGET OFFICER: | **BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)*<br>Approved: _____ Date: _____ |

***DEPARTMENT HEAD SIGNATURE:***
**(Not to be signed until all approvals are received)** Jean Turner Date: 9-17-12

# OMBUDSMAN/ADVOCACY SERVICES OF INYO-MONO

P.O. BOX 518 • BISHOP CA 93515 • 760-872-4128
FAX - 760-872-4665 • e-mail – oasimco@gmail.org

September 6, 2012

Eastern Sierra Area Agency on Aging
c/o Jean Turner, Director
Inyo County Health and Human Services
163 May Street
Bishop, CA 93514

Dear Ms. Turner:

The Board of Directors of Ombudsman/Advocacy Services of Inyo & Mono Counties (O/ASIM) is in receipt of your letter dated August 31, 2012 advising Kathryn Williams, Executive Director, of the selection of a provider other than O/ASIM for Long-term Care Ombudsman and Elder Abuse Prevention Services in Inyo & Mono counties.

We are protesting the choice of an agency other than O/ASIM. Given the 20-year history of providing ombudsman and elder abuse prevention services, a strong community presence, and designation by and support of the State Long-term Care Ombudsman's office, we cannot understand the denial of our application. Your selection of California Indian Legal Services, an organization with a part-time office in Bishop, no local volunteer base, and no involvement in local ombudsman training for many years, is of great concern.

Given these concerns, and the lack of substantial evidence to support the Eastern Sierra Area Agency on Aging's decision, we are requesting a hearing in accordance with Title 22, CCR Section 7704 (c)(3)( C ).

Sincerely,

| Patricia Gardner | Patricia West | Merna Allred | Sallie Cline |
|---|---|---|---|
| *President* | *Secretary* | *Treasurer* | *Member* |

cc: Governing Board, Eastern Sierra Area Agency on Aging
Inyo County Board of Supervisors
Joseph Rodriguez, California State Long-Term Care Ombudsman
Michael Alward, California Department of Aging

RECEIVED SEP - 6 2012

For Clerk's Use Only:
*AGENDA NUMBER*

28

# 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 – ESAAA

**FOR THE BOARD MEETING OF:** **September 25, 2012**

**SUBJECT:** Responses to RFQ for Legal Assistance

***DEPARTMENTAL RECOMMENDATION:***
Recommend Board reject the response from California Indian Legal Services to the Request for Qualifications (RFQ) to provide Legal Assistance through Eastern Sierra Area Agency on Aging (ESAAA), based on the legal opinion from County Counsel, and provide direction to staff regarding the procurement of legal services for ESAAA seniors.

***CAO RECOMMENDATION:***

***SUMMARY DISCUSSION:***
A Request for Qualifications (RFQ) was released in mid-summer for eligible legal entities to provide required legal assistance to Eastern Sierra seniors. California Indian Legal Services (CILS) was the sole respondent. Also, note that CILS has been the previous contractor of legal assistance to ESAAA seniors through a contract ending September 30, 2012. At the June 26, 2012 ESAAA Advisory Council meeting, at which the primary discussion was the setting of minimum funding percentages for legal assistance and other services, CILS employee/ESAAA Advisory Council member provided a lengthy statement of advocacy for funding of legal services, as reflected in the attached minutes from that meeting. Based on that discussion, County Counsel has opined that such advocacy is a direct violation of California conflict of interest statutes, and, as such, the Board may not award a contract to CILS for legal services for the Area Plan time period that was discussed at the June 26 meeting: October 1, 2012-June 30, 2016.

***ALTERNATIVES:***
Your Board could decline Counsel's opinion, possibly incurring penalties for violation of statutes.

***OTHER AGENCY INVOLVEMENT:***
California Indian Legal Services, California Department of Aging

***FINANCING:***
No funding is involved in this specific 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: 9.18.12 |
| AUDITOR/CONTROLLER: | **ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: _____ |
| PERSONNEL DIRECTOR: | **PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: _____ |
| 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)** Jean Turner Date: 9-19-12

# Eastern Sierra Area Agency on Aging
## Advisory Council Meeting
### Administrative Office of Inyo County Health & Human Services
### 155 E. Market Street, Independence, CA
### June 26, 2012

## Minutes

Advisory Council Members Present: *Chairperson Roger Rasche, Vice Chairperson Selma Calnan, Rachel Lober, EvelynMae Nikolaus, Yvonne Deming, Jim Ellis*
Other Attendees: *Joy Wilson, Artie Clark, Jean Turner, Miquela Beall, Marilyn Mann, Denelle Carrington, Julie Tiede, Kathryn Williams, Gina Ellis, Jennifer Duncan*

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1. **Call to Order of the Advisory Council**
   Chairperson Roger Rasche called the meeting to order at 10:28 a.m.

2. **Introductions**
   Those in attendance introduced themselves.

3. **Public Comment**
   Jennifer Duncan stated that she was at the meeting as a representative of California Indian Legal Services (CILS), and not an Advisory Council member, so that she could address the group about the percentage of funding for senior legal services. She provided the group with a handout titled, *Inyo Mono Senior Legal Program, Special Report – June 2012.* She gave the background of CILS and some examples of the cases that they encounter and the types of services they had provided for those clients. She explained that she had done some research on the percentages other agencies receive throughout the State, and as a result, she recommended 20% of the Title III B funding, not the 10% percent that was being proposed to the group for their consideration. She went on to say that she believed the needs assessment that had been conducted was misleading, and should have been worded differently.

   Jean Turner reported that she recently spoke with an employee from the City of Bishop who informed her that they would be sending a check in the amount of $9,696 to be applied to the utility costs at the Bishop Senior Center for this fiscal year.

4. **IMAAA/ESAAA**

5. **ESAAA budget planning**
   - **Step one: Recommendations regarding the setting of minimum funding percentages for Access, In-Home and Legal for the two-county region**
     Jean Turner spoke about next steps for the local senior programs. She informed the group that the task at today's meeting was for them to come up with minimum funding levels. She distributed the Area Plan budget display, and gave some information on the content. She explained that the need is bigger than the money that is available, and that the group had some hard decisions to make. After lengthy discussion on transportation needs, In-Home Supportive Services, Senior Legal Services, contributions and assistance from other agencies, and taking the results of the needs

assessment into consideration, a motion was made by Selma Calnan, and seconded by EvelynMae Nikolaus to recommend funding percentages be split 50% for Access, 5% for In-Home Supportive Services and 15% to Legal Services. Motion carried unanimously. The next issue discussed was the Lifeline emergency response services contract. Ms. Turner explained that an interim contract for 90 days was in the works, but following that, she would need direction on maximum contract amounts if it was determined that the service would remain an ESAAA expense, therefore requiring an Request for Proposals. There was discussion on cost, and possible alternatives for payment of the service. One suggestion was that each county pay for the services of their clients. Motion Selma Calnan, seconded by Jim Ellis to recommend that effective October 1, 2012, each County takes over paying for the Lifeline services for their respective seniors. Motion carried unanimously. Ms. Turner went on to ask the same question about a maximum contract amount for Legal Assistance. Motion Jim Ellis, seconded by Selma Calnan to recommend a maximum contract amount for Legal Assistance at the amount proposed on the Preliminary Funding Recommendation sheet ($19,632). Motion carried unanimously.

- **Step two: Recommendations regarding funding realities and thus determining the level of service possible in the region**

  Ms. Turner distributed a document titled *ESAAA Fiscal Year 2012-2013, plus each subsequent year of 4-year plan, Preliminary Funding Recommendations.* She led the group through a discussion on the data. Using the Utilization Chart, the Advisory Council recommended splitting the available funds by County as follows:

| | Inyo | Mono |
|---|---|---|
| Assisted Transportation: | 75% | 25% |
| Transportation: | 86% | 14% |
| Congregate Meals: | 85% | 15% |
| Home Delivered Meals | 90% | 10% |

  Motion Yvonne Deming, seconded by Selma Calnan to approve the percentage splits as discussed for all the categories. Motion carried unanimously, with EvelynMae Nikolaus having left the meeting.

**6. Next Meeting of the Advisory Council to review and give input on the Four-Year Plan**

*Attest: Jean Turner, Director*

*By: Gina Ellis, Secretary*

Gina Ellis

For Clerk's Use Only:
AGENDA NUMBER

31

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

Consent X Departmental ☐ Correspondence Action ☐ Public Hearing

☒ Scheduled Time for 9:45 ☐ Closed Session ☐ Informational

**FROM:** **Water Department**

**FOR THE BOARD MEETING OF:** **September 25, 2012**

**SUBJECT:** **Inyo County/Los Angeles Standing Committee Meeting – September 26, 2012**

## *DEPARTMENTAL RECOMMENDATION:*

A meeting of the Inyo County/Los Angeles Standing Committee is scheduled for September 26, 2012 in Bishop, California at the Tri-County Fairgrounds. Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee.

The Water Department requests your Board consider the attached draft agenda and (1) provide direction to the County's Standing Committee representatives, and (2) address LADWP's request to the Standing Committee concerning the McNally Ponds Enhancement/Mitigation Project.

## *SUMMARY DISCUSSION:*

Item #1 (Action) concerns approval of documentation of action items from the May 4, 2012 meeting. A draft memo is included.

Item #2 will be an update on runoff and operations from LADWP staff.

Item #3 will be an update on Green Book revisions. Staff has been preparing scope-of-work agreements with contractors and funding agreements with LADWP. Staff has had little time to address Green Book changes since the last Standing Committee meeting. This update will be given by LADWP.

Item #4 will be an update on the Owens Lake Groundwater Evaluation Project, given by LADWP. Their contractor should be wrapping up their work this fall.

Item #5 will be a report from LADWP on their well construction and well lining activities.

Item #6 will be a report from the Water Department on Saltcedar control activities.

Item #7 will brief the Standing Committee on proposed modifications to the Van Norman Field E/M Project. The Future Farmers of America chapter in Lone Pine has requested that their farm that is located on this project be expanded. LADWP and Water Department staff will jointly discuss this item.

Item #8 will be a report from LADWP on their litigation concerning the Big Pine Northeast Regreening Enhancement/Mitigation Project. LADWP's CEQA document is under challenge from the Big Pine Paiute Tribe and the Owens Valley Committee.

Item #9 (Action) concerns a dispute raised by LADWP related to water supply to enhancement/mitigation (E/M) projects. Material for this item is still under preparation.

Item #10 (Action) concerns a dispute raised by the County over vegetation conditions in the Blackrock area. Material for this item is still under preparation.

Item #11 (Action) concerns LADWP's notification at the Technical Group that they intended to request that the Standing Committee agree to reduce the water supplied to the McNally Ponds E/M Project. The Water Department received (today 9/19) a formal written request from LADWP concerning this issue (attached). Also, see attached staff report from the Water Department, which was prepared before the receipt of LA's request.

Attachments:

Draft September 26, 2012 Standing Committee agenda
Memo documenting actions from May 4, 2012 meeting
Request from LADWP to the Standing Committee concerning McNally Ponds project.
Staff report concerning LADWP's request to reduce water supplied to the McNally Ponds project.

***ALTERNATIVES:***

***OTHER AGENCY INVOLVEMENT:***

LADWP.

***FINANCING:***

| **APPROVALS** | |
|---|---|
| COUNTY COUNSEL: **N/A** | 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: **N/A** | 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: **N/A** | 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) Robert Hunter Date: 9/19/12

AGENDA

# INYO COUNTY/LOS ANGELES STANDING COMMITTEE

1:00 p.m.
September 26, 2012

Tri-County Fairgrounds
~~Patio Building~~Home Economics Building
Bishop, California

*The public will be offered the opportunity to comment on each agenda item prior to any action on the item by the Standing Committee or, in the absence of action, prior to the Committee moving to the next item on the agenda. The public will also be offered the opportunity to address the Committee on any matter within the Committee's jurisdiction prior to adjournment of the meeting.*

1. **Action Item:** Approval of documentation of actions from May 4, 2012 meeting.

2. Runoff and Operations update

3. Report on status of Green Book revisions.
   a. Facilitator Status
   b. Ecological Society of America participation
   c. Schedule

4. Report on Owens Lake Groundwater Evaluation Project and Master Plan.

5. Report on well construction and well lining activities.

6. Report on Saltcedar Program activities.

7. Report on possible modifications to Van Norman Field E/M Project.

8. Report on litigation concerning Big Pine Northeast Regreening E/M Project.

9. **Action Item:** Request pursuant to Water Agreement Section XXVI.B for resolution of issues regarding E/M project water supply.

10. **Action Item:** Request pursuant to Water Agreement Section XXVI.B for resolution of issues concerning vegetation parcel Blackrock 94.

11. **Action Item:** Resolution of issue regarding the McNally Ponds E/M Project

12. Public Comment.

13. Confirm schedule for future Standing Committee meetings.

14. Adjourn.

**Standing Committee meeting protocols (Adopted May 11, 2011)**

The Inyo/Los Angeles Long-Term Water Agreement (LTWA) define the Standing Committee in Section II:

*As agreed by the parties, the Department representatives on the Standing Committee shall include at least one (1) member of the Los Angeles City Council, the Administrative Officer of the City of Los Angeles, two (2) members of the Board of Water and Power Commissioners, and three (3) staff members. The County representatives on the Standing Committee shall be at least one (1) member of the Inyo County Board of Supervisors, two (2) Inyo County Water Commissioners, and three (3) staff members.*

The LTWA further provides that:

*Regardless of the number of representatives from either party in attendance at a Standing Committee or Technical Group meeting, Inyo County shall have only one (1) vote, and Los Angeles shall have only one (1) vote.*

The Standing Committee adopts the following protocol for future Standing Committee meetings.

1. In order for the Standing Committee to take action at a meeting, representation at the meeting will consist of at least four representatives of Los Angeles, including one member of the Los Angeles City Council or Water and Power Commission, and four representatives of Inyo County, including one member of the Board of Supervisors.

2. A Chairperson from the hosting entity will be designated for each meeting.

3. In the event that an action item is on the meeting agenda, Los Angeles and Inyo County shall each designate one member to cast the single vote allotted to their entity at the onset of the meeting. The Chairperson may be so designated. Agenda items that the Standing Committee intends to take action on will be so designated on the meeting agenda.

4. If representation at a Standing Committee meeting is not sufficient for the Standing Committee to act, the Standing Committee members present may agree to convene the meeting for the purpose of hearing informational items.

5. Meeting agendas shall include any item within the jurisdiction of the Standing Committee that has been proposed by either party.

6. The public shall be given the opportunity to comment on any agenda item prior to an action being taken. The public will be given the opportunity to comment on any non-agendized issue within the jurisdiction of the Standing Committee prior to the conclusion of each scheduled meeting. At the discretion of the Chairperson, reports from staff or reopening of public comment may be permitted during deliberations.

7. The Chairperson may limit each public comment to a reasonable time period. The hosting entity will be responsible for monitoring time during public comment.

8. Any actions taken by the Standing Committee shall be described in an action item summary memorandum that is then transmitted to the Standing Committee at its next meeting for review and approval. This summary memorandum shall also indicate the Standing Committee members present at the meeting where actions were taken.

9. Standing Committee meetings shall be voice recorded by the host entity and a copy of the recording shall be provided to the guest entity.

10. (Added February 24, 2012) The Standing Committee may also receive comments/questions in written form from members of the public. Either party may choose to respond, however, when responding to a public comment/question, whether verbally or in writing, any statements made by either party may represent the perspective of that party or the individual making the response, but not the Standing Committee as a whole (unless specifically agreed to as such by the Standing Committee). When either party responds in writing to public comment/question, that response will be concurrently provided to the other party.

# INYO/LOS ANGELES STANDING COMMITTEE

*Dedicated to the advancement of mutual cooperation*

## MEMORANDUM

Date September 26, 2012

Subject: Agenda Item #1: Documentation of Actions Taken by Standing Committee at the May 4, 2012 Meeting

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The Standing Committee's policy is to document any actions taken by the Committee in a memorandum at the subsequent meeting. Standing Committee members present at the May 4, 2012 meeting in Los Angeles were, for Inyo County, Supervisor Rick Pucci, Supervisor Linda Arcularius, Water Commissioner Mike Prather, County Administrative Officer Kevin Carunchio, County Counsel Randy Keller, and Water Director Bob Harrington; and for Los Angeles, Commissioner Jonathan Parfrey, Commissioner Christina Noonan, General Manager Ron Nichols, Water Quality and Operations Director Martin Adams, Assistant City Attorney Julie Riley, Jim Yannotta, and Aqueduct Business Manager Gene Coufal.

Actions Taken at the May 4, 2012 Standing Committee meeting:

Agenda Item #1, Approval of documentation of actions from February 24, 2012 meeting – The Standing Committee approved the documentation of actions taken at the prior meeting.

Agenda Item #2a, Lower Owens River Project - Setting Seasonal Habitat Flow- Consideration of Technical Group recommendation regarding setting the seasonal habitat flow – The Standing Committee approved the Technical Group's recommendation for the LORP seasonal habitat flow.

Agenda Item #2d, Lower Owens River Project – Establishment of Dry Year Blackrock Management Plan - Consideration of Technical Group recommendation regarding the Blackrock Waterfowl Management Area flooded acreage – The Standing Committee approved the Technical Group's recommendation for the Blackrock Waterfowl Management Area flooded acreage.

**Date:** **September 19, 2012**

**To:** **Inyo/LADWP Standing Committee**

**From:** **Los Angeles Department of Water and Power (LADWP)**

**Subject:** **Request for Inyo/LA Standing Committee to Address an Issue Concerning Water Supply for the McNally Ponds Enhancement/Mitigation (E/M) Project**

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LADWP requests the Standing Committee to address an issue concerning the supply of water to the McNally Ponds E/M Project. The McNally Ponds E/M Project consists of 60 acres of ephemeral ponds and 300 acres of native pasture located near Laws, California in northern Inyo County. The designated sources of water for the project are the McNally Canals or well W249, with make-up water for water supplied to the project pumped from designated Laws area enhancement/mitigation wells. In accordance with past operational practices, the McNally Canals are not being operated this year due to low snowpack runoff and well W249 is in turn-off status pursuant to Water Agreement Section V.B. Consequently, the ephemeral ponds portion of the project and approximately 100 acres of the 300 total acres of the native pasture portion of the project are without a source of water. The Standing Committee is requested to address this issue in accordance with the provisions of the Water Agreement.

**Requested Action**

The Standing Committee is requested to consider reasonable reductions to the McNally Ponds Project as follows:

- The Standing Committee is requested to agree that exigent conditions exists which limit the amount of water available to supply the McNally Ponds E/M Project.

- The Standing Committee is requested to agree that temporary operational reductions to the McNally Ponds E/M Project be enacted to curtail the water supplied to the northwestern, approximately 107-acre, pasture area and the ephemeral ponds as described in the 1985 evaluation during the 2012-13 year unless during that timeframe the Lower McNally Canal is operated or well W249 is in turn-on status for project supply pursuant to Water Agreement Section V.C.

- Recognizing that the annual water supply for portions of the McNally Ponds E/M Project is a frequent concern, the Standing Committee is requested to consider directing the Technical Group to evaluate the feasibility of exempting well W249 pursuant to Water Agreement Section V.C for McNally Ponds E/M Project supply and report back to the Standing Committee on its findings.

Alternately, the Standing Committee is requested to determine that well W249, or other suitable well or wells, should be turned on to supply the McNally Ponds E/M Project and direct the Technical Group, based on that determination, to agree that well W249, or other suitable well or wells, be made available for project supply pursuant to Water Agreement Section V.C.

**Background**

The McNally Ponds E/M project, located in the Laws area, is one of 26 E/M projects implemented by the Standing Committee during the mid to late 1980's. The project scope is described in a 1985 evaluation entitled Evaluation of McNally Ponds as an Enhancement/Mitigation Project (1985 Evaluation). Additional elements of the McNally Ponds E/M Project were approved by the Standing Committee under the Laws/Poleta Area Enhancement/Mitigation Projects for which a negative declaration was completed consistent with CEQA guidelines in 1986. The project was also evaluated in the 1991 EIR entitled *Water from the Owens Valley to Supply the Second Los Angeles Aqueduct, 1970 to 1990, 1990 onward pursuant to a Long Term Groundwater Management Plan* (1991 EIR). The 1985 Evaluation describes the project's two principle elements:

1. "Approximately 60 acres of ponds located south of the Lower McNally Canal and west of U.S. Highway 6, will be provided water annually during the waterfowl season September through January."
2. "Approximately 300 acres of native pasture will be provided water from existing diversions ... during the growing season April through September."

The 300 acres of native pasture described above is separated into two distinct areas:

1. A northern pasture of approximately 107 acres located south of the Lower McNally Canal and west of U.S. Highway 6.
2. A southern pasture of approximately 195 acres located 1-1/2 miles southeast of Laws.

Water supply for the McNally Ponds E/M Project was identified in its 1985 evaluation to be "a diversion at the Owens River through the Lower McNally Canal" and "an alternative water supply would be from existing well W249 which has a 5 cfs supply and is located along the canal near the project." The 1985 evaluation identifies wells W376 E/M and W377 E/M "to replace water used by the project." Further the Laws/Poleta Area E/M Projects Initial Study states "although this supply will come from the Owens River, two wells will be drilled adjacent to the Lower Fish Slough ditch (wells W385 E/M and W386 E/M) to provide replacement water to the river." Annual water demand for the McNally Ponds E/M Project was estimated to be 4,000 acre-feet (2,400 acre-feet excluding conveyance losses).

**McNally Ponds E/M Project Operating History**

Make-up Water

Shortly after placing wells W385 E/M and W386 E/M into operation it was found that operating these wells resulted in an unsustainable amount of drawdown in the shallow aquifer adjacent to the Owens River and, as previously reported by the Technical Group, these wells have not been operated to supply make-up water since.

**McNally Ponds E/M Project Operations**

LADWP has supplied the McNally Ponds E/M Project in the following ways:

- Diversions from the Owens River via the McNally Canals during years of high runoff when the canals are operated in accordance with past operating practices.

- The McNally Ponds and the northern pasture at times have received water from well W249, W248, and W247 when these wells are in turn-on status pursuant to Water Agreement Section V.C.

- The southern pasture often receives water from enhancement/mitigation wells W376 E/M and W377 E/M and occasionally other wells up gradient to the Laws Extension of the McNally Canals. The southern pastures generally receive a reliable supply of water.

- The water supply available for the ponds and northern pasture is not as certain in lower than normal runoff years when the McNally Canals are not operated. If well W249 is also in turn-off status under Water Agreement Section V, there is no available designated supply for the McNally Ponds.

During the period of the Drought Recovery Policy, the Standing Committee regularly agreed to reduce the water to the McNally Ponds E/M Project during these lower than normal runoff years when no other supply of water was readily available. During the period of the Interim Management Plan, LADWP and Inyo County agreed to terms that affected both the amount of groundwater pumped in the Laws Wellfield and the operation of the McNally Canals.

Water Agreement Provisions Pertaining to the E/M Projects:

The Water Agreement (and 1991 EIR and E/M project evaluations) provides that E/M projects be supplied with groundwater directly or that groundwater is pumped as make-up for surface water supplied to a project:

> "Subject to the provisions of section VI, enhancement/mitigation projects shall continue to be supplied by enhancement/mitigation wells as necessary" (Water Agreement Section X).

"The Technical Group may agree that some existing wells that now supply enhancement/mitigation projects be converted to Department production wells. Wells that are the only source of supply for an enhancement/mitigation project shall not be converted. Water for the enhancement/mitigation project formerly supplied by a converted well will be supplied as necessary from Department production wells. Any enhancement/mitigation well converted to a production well could later be reverted to an enhancement/mitigation well if agreed to by the Technical Group" (Water Agreement Section VI).

Water Agreement Section IV.A provides the authority to Inyo County and LADWP to make agreed-upon temporary operational changes to reduce or eliminate water supplied to the E/M projects:

"Additionally, the Department shall provide water to any enhancement/mitigation projects added since 1981-1982, unless the Inyo County Board of Supervisors and the Department agree to reduce or eliminate such water supply.

It is recognized that successive dry years could result in insufficient water to meet all needs. During periods of dry year water shortages, the Technical Group will evaluate existing conditions. A program for reasonable reductions in irrigation water supply for Los Angeles-owned lands in the Owens Valley and for enhancement/mitigation projects may be implemented if such a program is approved by the Inyo County Board of Supervisors and the Department, acting through the Standing Committee" (Water Agreement, Sec. IV.A).

Water Agreement Section X also provides the Standing Committee with the authority to permanently modify or discontinue an E/M project (permanent modification or discontinuance of an E/M project requires the Standing Committee to make certain determinations regarding the project and must be made in compliance with CEQA):

"X. Enhancement/Mitigation Projects
All existing enhancement/mitigation projects will continue unless the Inyo County Board of Supervisors and the Department, acting through the Standing Committee agree to modify or discontinue a project. Periodic evaluations of the projects shall be made by the Technical Group. Subject to the provisions of section VI, enhancement/mitigation projects shall continue to be supplied by enhancement/mitigation wells as necessary. New enhancement projects will be implemented if such projects are approved by the Inyo County Board of Supervisors and the Department, acting through the Standing Committee."

If Inyo County and LADWP jointly desire to ensure a reliable supply of water remain available for an E/M project, Water Agreement Section V.C. provides the Technical Group with the authority to exempt E/M wells from the automatic turn-off provisions described in Water Agreement V.B.

"Certain town supply wells, irrigation supply wells, enhancement/mitigation project supply wells, and other wells not affecting areas with groundwater dependent vegetation may be designated by the Technical Group as exempt from automatic turn-off" (Water Agreement, Sec. V.C).

1991 EIR Provisions Pertaining to the E/M Projects:

The 1991 EIR provides that E/M projects will continue under the Water Agreement, that these projects will be supplied with groundwater, and confirms the authority of Inyo County and LADWP to jointly provide temporary operational reductions in E/M project water supplies:

"Because of the implementation of enhancement/mitigation projects beginning in 1986, water use for such projects increased from an average of 5,000 AFY between 1970 and 1990 to the 30,000 AFY average shown under the (Water) Agreement. These enhancement/mitigation uses will continue in the future under the proposed project." (1991 EIR, p. 5-12).

"The (Water) Agreement provides that environmental projects that were implemented by LADWP between 1970 and 1984, and all enhancement/mitigation projects implemented by the Standing Committee between 1984 and 1990, will continue. Periodic evaluations of the projects will be made by the Technical Group. These projects will continue to be supplied with groundwater as necessary" (1991 EIR, p. S-7, emphasis added).

"The (Water) Agreement provides that during periods of dry-year water shortages, the Technical Group will evaluate existing conditions. A program providing for reasonable reductions in irrigation water supply for Los Angeles-owned lands in Owens Valley and for enhancement/mitigation projects may be implemented if such a program is approved by the Inyo County Board of Supervisors and LADWP" (1991 EIR, p. 5-17).

The 1991 EIR also confirms the authority of the Standing Committee to permanently modify or discontinue an E/M project:

"The (Water) Agreement provides that all existing enhancement/mitigation projects implemented between 1984 and 1990 will continue unless the Standing Committee agrees to modify or discontinue a project. Periodic evaluations of the projects will be made by the Technical Group. These projects will continue to be supplied with an average of 30,000 AFY from enhancement/mitigation wells as necessary" (1991 EIR, p. 5-18).

Additional explanation of the Standing Committee responsibility regarding permanent modification or discontinuance of an E/M project was offered in the 1991 EIR in the response to comment MT-4:

> **"COMMENT MT-4**
>
> Mitigation programs should not be allowed to be discontinued upon mutual consent of Los Angeles and Inyo County, as provided in Section X, Enhancement/Mitigation Projects, of the Agreement.
>
> **RESPONSE MT-4**
>
> Section X (page B-34) of the (Water) Agreement provides in pertinent part:
>
> All existing enhancement/mitigation projects will continue unless the Inyo County Board of Supervisors and the Department, acting through the Standing Committee, agrees to modify or discontinue a project. Periodic evaluations of the projects shall be made by the Technical Group.
>
> This provision of the (Water) Agreement gives LADWP and Inyo County the flexibility to modify or terminate enhancement/mitigation projects as future conditions may warrant. However, no enhancement/mitigation project which is an identified mitigation measure for impacts of the project will be modified or discontinued except in full compliance with CEQA, and unless the Standing Committee finds that either:
>
> 1. The enhancement/mitigation project as modified will continue to reduce the identified adverse effect of the project to a level which is less than significant; or
>
> 2. A new mitigation measure will be implemented which will reduce the identified adverse effect of the project to a level which is less than significant.
>
> In its periodic evaluation of each enhancement/mitigation project identified as a mitigation measure by this EIR, the Technical Group will report on the effectiveness of the measure in reducing an adverse effect of the project to a less than significant level. An evaluation of such enhancement/mitigation projects will be made at least annually to the Standing Committee" (1991 EIR, Response to Comments on September 1990 Draft, Volume I, pages 2-67 and 2-68).

McNally Ponds Water Supply Conditions in the Current 2012-13 Runoff Year
The approximately 195-acre southern pasture of the McNally Ponds E/M Project is expected to receive its full water allotment during the 2012-13 runoff year. However, the 107-acre northern pasture has not received irrigation water because there is no readily available source of supply. The McNally Ponds are currently dry and are not anticipated

to receive water during the 2012-13 runoff year because there is no readily available designated supply.

Snowpack runoff during the 2012-13 runoff year was forecast to be approximately 65% of normal. During years of lower than normal runoff years, LADWP's past operational practices exclude the operation of the McNally Canals, due in part to the considerable amount of water conveyance losses associated with McNally Canal operations. The Water Agreement addresses canal operations as follows:

> "The Department shall continue to operate canals in accordance with its practices from 1970" (Water Agreement Section IV.A).

LADWP believes that because of the high conveyance losses associated with the operation of the McNally Canals during this lower than normal runoff year, operating the canals would adversely affect the City of Los Angeles' ability to provide a reliable supply of water to Los Angeles. This loss in reliability would conflict with the Water Agreement which holds the provision of a reliable supply of water for Los Angeles as an overall goal (Water Agreement Section III.A). Moreover, the diversion of the Owens River during this minimal runoff year, without an available dedicated source of groundwater make-up would adversely affect the City's water rights. The Water Agreement addresses impacts upon water rights as follows:

> "Any water right of either the County or of Los Angeles or of any other person existing prior to the entry of this Stipulation and Order will not be adversely affected, directly or indirectly, by this Stipulation and Order" (Water Agreement Section XXII).

Well W249 is designated as an alternate supply to the McNally Ponds E/M Project and is currently in turn-off status pursuant to Water Agreement Section V. The other wells sometimes used by LADWP to supply the northern portion of the McNally Ponds E/M Project: Wells W248 and W247 are also in turn-off status.

Wells W376 E/M and W377 E/M, used to supply the southern portion of the project, are currently in turn-off status pursuant to Water Agreement Section V.B, but LADWP has been able to utilize other wells in the Laws area to supply the approximately 195-acre southern portion of the project.

At its June 14, 2012 meeting, the Technical Group discussed options for supplying those portions of the McNally Ponds E/M Project that do not have a readily available source of supply this year. The Technical Group discussed exempting a turn-off status well in the area for project supply, but was unwilling to approve a well exemption at that time based upon the existing ambient hydrologic conditions associated with the current low snowpack runoff. The Technical Group was unable to find any other mutually satisfactory solution for project water supply.

## Summary

The McNally Ponds E/M Project is to provide water to approximately 300 acres of pasture and 60 acres of ponds. The project was implemented by the Standing Committee in 1985 and included in the 1991 EIR as a mitigation measure. The scoped sources of water to the project are from the McNally Canals and wells W249, W376 E/M, W377 E/M, W385 E/M, and W386 E/M. Because of very high losses associated with the McNally Canals, these conveyances are operated only in years with very high runoff and often unavailable for project supply (pursuant to Water Agreement Section IV.A LADWP operates the canals in accordance with past practices). The 2012-13 runoff year is forecast to have approximately 65% of normal snowpack runoff and the wells that are able to supply an approximately 107-acre pasture area and the ponds portion of the project are in turn-off status. These portions of the project have no current available water source (an approximately 195-acre pasture portion of the project is expected to receive its full allotment of water). Water Agreement Sections IV.A and X provide Inyo County and LADWP, acting through the Standing Committee, with the authority to reduce or eliminate water supplied to the project. The Standing Committee is requested to consider the following actions related to the reduction of water to the McNally Ponds project for the 2012-13 runoff year:

- The Standing Committee is requested to agree that exigent conditions exists which limit the amount of water available to supply the McNally Ponds E/M Project.

- The Standing Committee is further requested to agree that temporary operational reductions to the McNally Ponds E/M Project be enacted to curtail the water supplied to the northwestern approximately 107-acre pasture and the ephemeral ponds as described in the 1985 Evaluation during the 2012-13 year unless during that timeframe the Lower McNally Canal is operated or well W249 is turned on pursuant to Water Agreement Section V.C.

- Recognizing that the annual water supply for portions of the McNally Ponds E/M Project is a frequent concern, the Standing Committee is requested to consider directing the Technical Group to evaluate the feasibility of exempting well W249 pursuant to Water Agreement Section V.C for McNally Ponds E/M Project supply and report back to the Standing Committee on its findings.

Alternately the Standing Committee is requested to determine that well W249, or other suitable well or wells, should be turned on to supply the McNally Ponds E/M Project and direct the Technical Group, based on that determination, to agree that well W249, or other suitable well or wells, be made available for project supply pursuant to Water Agreement Section V.C.

COUNTY OF INYO WATER DEPARTMENT

# Staff Report

To: County of Inyo Board of Supervisors

From: Water Department staff

Date: September 18, 2012

Re: LADWP request to Standing Committee regarding water supply for McNally Ponds E/M project

---

**Introduction.** This report provides background and staff recommendations on the McNally Ponds Enhancement/Mitigation Project to assist your Board in addressing a request from LADWP to reduce the water supply to the project. At the September 5, 2012 Technical Group meeting, LADWP staff notified the Water Department that they plan to request that the Standing Committee reduce the water supply to the portion of the McNally Ponds E/M Project that is west of US Highway 6 or take other appropriate action. LADWP's request was not specific regarding what other actions they deemed to be appropriate, nor did their request provide any quantitative or written background concerning the volumes of water they anticipated to be involved in this change to the project. Nevertheless, because LADWP has indicated their intention to bring this matter before the Standing Committee, the Water Department believes it is appropriate to bring this matter before your Board to consider LADWP's request, such as it is.

**Water Agreement provisions.** The sections of the Water Agreement relevant to modifying E/M projects are Section IV.A and Section X. Section IV.A (Vegetation Management Goals and Principles):

> *Additionally, the Department shall provide water to any enhancement/mitigation projects added since 1981-1982, unless the Inyo County Board of Supervisors and the Department agree to reduce or eliminate such water supply.*
>
> *It is recognized that successive dry years could result in insufficient water to meet all needs. During periods of dry year water shortages, the Technical Group will evaluate existing conditions. A program providing for reasonable reductions in irrigation water supply for Los Angeles-owned lands in the Owens Valley and for enhancement/mitigation projects may be implemented if such a program is approved by the Inyo County Board of Supervisors and the Department, acting through the Standing Committee.*

Section IV.A is aimed at temporary reductions in water supplied to Los Angeles-owned lands, specifically including E/M projects, due to drought conditions. Section IV.A refers to "successive dry years" as a criterion that may prompt the County and LADWP to reduce water supplied to E/M projects. While this year is dry (2012 is forecast to be 65% of normal), 2011 was well above normal (forecast to be 150% of normal), and 2010 was about normal (forecast to be 95% of normal), so we are not currently in a period of successive dry years. The Technical Group has not evaluated "existing conditions" relating to either "dry year water shortages" or to LADWP's request.

Section X (Enhancement/Mitigation Projects) states:

*All existing enhancement/mitigation projects will continue unless the Inyo County Board of Supervisors and the Department, acting through the Standing Committee agree to modify or discontinue a project. Periodic evaluations of the projects shall be made by the Technical Group. Subject to the provisions of section VI, enhancement/mitigation projects shall continue to be supplied by enhancement/ mitigation wells as necessary. New enhancement projects will be implemented if such projects are approved by the Inyo County Board of Supervisors and the Department, acting through the Standing Committee.*

Section X relates to permanent or long-term modifications of a project. While it would be appropriate for the Technical Group to develop a long-term recommendation for this project that reconciles available water supply, mitigation obligations, pumping management, vegetation conditions, and surface water management, the Technical Group has not yet done so. Section IV.A is more pertinent to LADWP's request than Section X.

**McNally Ponds Project.** The June 27, 1985 scoping document states that the project's purpose is:

*To provide a regular water supply to existing ephemeral ponds in the Laws area to create a waterfowl habitat, to enhance and maintain existing vegetation and increase livestock grazing capacities.*

The scope of the project consists of:

*Water will be spread on the native vegetation areas during April through September period to mitigate and sustain the native vegetation. Water will be diverted into the ponds during September through January to provide a waterfowl habitat, enhancement project.*

Figure 1 shows Laws area E/M projects, related production wells, and diversions relevant to the portion of the project west of highway 6. The McNally Ponds Project consists of two components, irrigated pasture southeast of Laws, and irrigated pasture and waterfowl ponds west of highway 6. Diversions from the Lower McNally canal supply the ponds and pasture west of highway 6.

The McNally Ponds Project was originally planned to be supplied by diversion from the Owens River through the Lower McNally Canal, with W249 as an alternative supply, and that the water used by the project would be made up by a new well or wells located south of the Laws return ditch. These new wells were constructed and designated W376 and W377. They have been run sporadically to supply the southeastern part of the project. The CEQA analysis for this project was done in combination with the Laws-Poleta Native Pasture Project (shown on Figure 1). The CEQA document described additional wells located at the gravel plant west of Five Bridges Road to supply replacement water for river water diverted to the western portion of the project. These wells were designated W385 and W386. The 1991 EIR identified that wells W385 and W386 caused adverse impacts to native vegetation that are subject to mitigation, shown in Figure 1 as the Five Bridges Revegetation Project. They have not been operated since the early-1990s. LADWP is currently planning to install liners in W385 and W386 to reduce the effects of the wells on the shallow aquifer. The CEQA document also identified two new wells along the Upper McNally Canal to supply the southeastern portion of the McNally Ponds Project and the Laws-Poleta Native Pasture Project. These wells were designated W387 and W388, and were never linked to an on/off monitoring site, nor were they exempted from on/off by the Technical Group. They have been run annually to supply irrigation water in the E/M projects in the southeastern part of Laws. Additionally, other wells along the Lower McNally Canal have been used to supply the project, either when in on-status or when they were exempted from the Water Agreement's on/off well management provisions under the 2007-2009 interim management plan. During periods of high runoff, or when LADWP was ordered by the Court to spread water in Laws, the McNally Ponds were supplied with water from the Owens River.

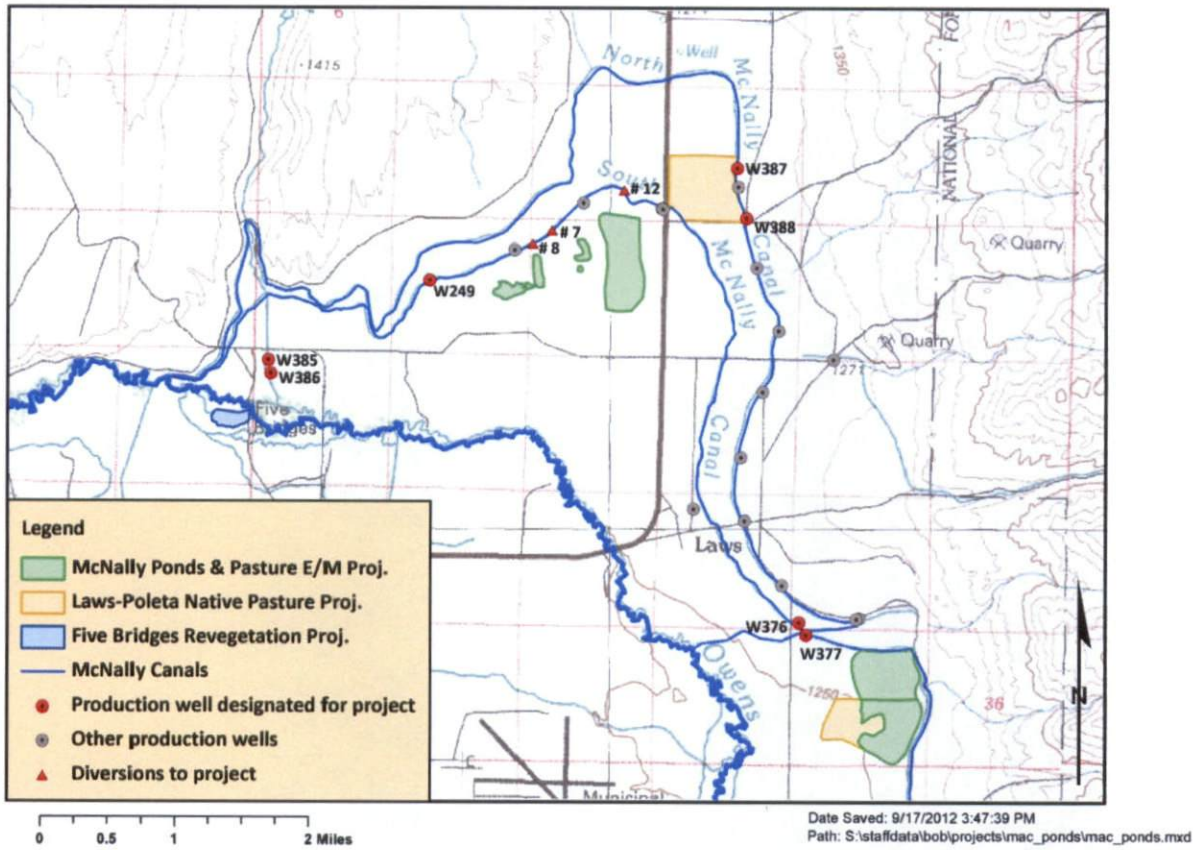


Figure 1. Laws area, showing mitigation projects, supply wells, and diversions to the westerly portions of McNally Ponds Project. The small polygons near diversions #7 and #8 are the waterfowl ponds.

In some years, the McNally Ponds have not been supplied with water. According to LADWP's annual Owens Valley report, for runoff-years 2007-08, 2008-09, and 2009-10, LADWP did not supply water to the McNally Ponds and did not obtain the agreement of the Board of Supervisors or the Standing Committee. It is probable that LADWP violated the Water Agreement in these years by decreasing the water supplied to the project without the agreement of the Board of Supervisors. The project, as originally described consists of two components: irrigation in the southeast and central parts of Laws, and waterfowl ponds west of highway 6. The present concern is over the part of the project west of highway 6.

In their annual Owens Valley report, LADWP reports water use for the McNally Ponds separately from irrigated pasture component of the project, which they include with the Law-Poleta Native Pasture E/M Project. This makes good sense from a water tracking perspective, but it does make the reporting inconsistent with the description of the project in the 1985 scoping document and the 1991 FEIR.

Until 2001, under the provisions of the Drought Recovery Policy, the Standing Committee approved annual pumping plans each spring. During some low-runoff years, the annual pumping plan contained provisions for reduced water supply to some E/M projects including the McNally Ponds. Thus, it is not unprecedented for the Board of Supervisors, acting through the Standing Committee's approval of the annual pumping plan, to approve reductions in water supplied to the McNally Ponds.

Table 1. Water supplied to McNally Ponds and McNally/Laws-Poleta Native Pasture E/M Projects (source: LADWP annual Owens Valley reports). Expected supply derived from Standing Committee scoping documents.

| Runoff year | McNally Ponds (acre-feet) | McNally/Laws Poleta Native Pasture (acre-feet) |
|---|---|---|
| 2005 | 1,522 | 1,269 |
| 2006 | 1,491 | 1,241 |
| 2007 | 0 | 1,396 |
| 2008 | 0 | 1,320 |
| 2009 | 0 | 1,764 |
| 2010 | 368 | 1,267 |
| 2011 | 857 | 2,306 |
| Expected | 1,500 | 900+660=1,560 |

**Considerations related to Board of Supervisors and Standing Committee action of LADWP request.** The Inyo County Water Commission discussed the water supply to the McNally Ponds project at its September 13, 2012 meeting, and unanimously made the following recommendation (Commissioners Prather, Carrington, and Dishion):

> Require LADWP to provide water to the McNally Ponds this year by diverting water from the Owens River to the Lower McNally Canal. Additionally, for past years when the Board of Supervisors did not agree to reduce the amount of water supplied to the McNally Ponds, LADWP should compensate the County for the value of the water that it saved by not supplying water to the Ponds.

Concerning the Commission's recommendation to seek compensation for past violations, we have not fully researched how many years this recommendation may be applicable to. If this recommendation applies to 2007, 2008, and 2009, using the water supply from the scoping document (1,500 acre-feet/year) and LADWP's wholesale cost for water (reported by LADWP staff to be $590/acre-foot), then in monetary terms, the compensation requested by the Water Commission would be about $2.66 million.

At the September 5, 2012 Technical Group meeting, LADWP staff indicated their intention to request that the Standing Committee reduce the water supply to the McNally Ponds Project this year. Water Department staff sought more detail as to what LADWP was requesting, and it was apparent that their request concerns not provided the wintertime water to the waterfowl habitat part of the project. This request was made verbally and no further written request was provided.

Based on staff's understanding of LADWP's request, the following options are available:

- Supply the project with surface water. LADWP could divert water from the Owens River to supply the project via the Lower McNally Canal. Because of low runoff conditions and the conveyance losses that are incurred by supplying water via the canal, LADWP does not desire to divert water into the canals. It is consistent with LADWP's past practices to not divert water from the river into the canal during a dry year such as at present.
- Reduce or eliminate the water supplied to the project. The Board of Supervisors and LADWP, acting through the Standing Committee, may agree to reduce or eliminate the water supply to the project, as provided for by the Water Agreement. The provisions of Water Agreement section IV.A for reducing or eliminating water supply to a project appear to require that certain conditions of low runoff must be present to justify reducing the project's water supply. It is not

clear that the runoff conditions for reducing E/M supply due to drought conditions have been met. Further, section IV.A requires that the Technical Group evaluate conditions as part of a drought-related reduction in E/M project water supply. The Technical Group has not done such an analysis.

- Exempt wells from on/off to supply the project. Wells that could supply the project are in "off-status" according to the Water Agreement's well management criteria. The Technical Group may permanently exempt wells from on/off well management for the purpose of supplying the project. Concerning well exemptions, the Water Department has asserted at the Technical Group that CEQA is required before the Technical Group can act to exempt wells from on/off management. LADWP did not take the initiative to undertake a CEQA analysis of exempting wells to supply the project, so at this time, the Technical Group cannot exempt wells to supply the project. Additionally, the Water Agreement provides, *"[w]ells that have been turned off could also be turned on if the Technical Group determines that the implementation of mitigation warrants such action"* (section V.C). LADWP has not explicitly proposed either permanent or temporary operation of off-status wells to supply the McNally Ponds project. Moreover, vegetation and water table conditions in the Laws area are in poor shape and additional pumping would exacerbate these conditions.

**Water Department recommendation.** The requirements of Water Agreement sections IV.A and section X for reducing or eliminating water supply, modifying a project, or discontinuing a project have not been met. The lack of an explicit written request from LADWP concerning their desire to reduce the project's water supply hampers the County's and the Technical Group's ability to act on LADWP's request. The Technical Group has not been presented with data or analysis necessary to complete the evaluations required by sections IV.A and X. LADWP has not proposed specific well exemptions be granted to supply the project.

Staff recommends that your Board not take action approving LADWP's request to reduce the water supplied to the McNally Ponds E/M Project, and direct the County's Standing Committee delegation to notify the Standing Committee that the Board of Supervisors has not approved reductions in the water supply to the McNally Ponds E/M Project.

**Attachment A. 1991 EIR provisions related to McNally Ponds E/M Project**

Table 4-3, Enhancement/Mitigation Projects Implemented or Committed to Between 1970 and 1990.

The McNally Ponds Project is listed as a project that was first implemented in 1986-1987, which receives a Normal Year Water Supply of 4,000 AF.

Table 5-3, Enhancement/Mitigation Projects, 1985 to 1990. Describes the project:

> *McNally Ponds Project: Provides water for 300 acres during the spring and summer months to mitigate and sustain vegetation, and to provide water to 60 acres of ponds during the fall months for waterfowl habitat.*

Section 7.3 Summary of Impacts and Mitigation Measures.

Impact mitigated:

> *10-18. Significant adverse vegetation decrease and change have occurred in the Laws area due to a combination of factors, including abandoned agriculture, groundwater pumping, water spreading in wet years, livestock grazing, and drought.*

Mitigation Measures:

> *Approximately 140 acres will be revegetated within the Laws area, which has lost all or part of its vegetation cover due to increased groundwater pumping or to abandonment of irrigation operations to supply the second aqueduct. These areas are shown on Figures 10-8A through L.*
>
> *In the 1970s, LADWP started the Farmer's Pond environmental project. In the mid-1980s, LADWP and Inyo County implemented the Laws-Poleta Pasture Land, Laws Museum, and McNally Ponds enhancement/mitigation projects in the Laws area totaling approximately 541 acres of pasture land. The location of these projects is described in Chapter 5.*
>
> *The area where it is suspected that groundwater pumping during the recent drought has caused decreases or changes in vegetation is being monitored by Inyo County and LADWP. Groundwater pumping has been reduced in the area. Should it be determined that any significant decreases or changes have occurred, the area will be mitigated under the Agreement.*

The 1991 EIR identified a significant impact resulting from the operation of wells W385 and W386 supplying E/M projects in the Laws area. Impact 10-12:

> *Vegetation in an area of approximately 300 acres near Five Bridges Road north of Bishop was significantly adversely affected during 1988 because of the operation of two wells, to supply water to enhancement/mitigation projects.*
>
> *Between 1987 and 1988, two wells in the Five Bridges area that were pumped to supply water to enhancement/mitigation projects contributed to a lowering of the water table under riparian and meadow areas along Owens River. Approximately 300 acres of vegetation were affected, and within this area, approximately 36 acres lost all vegetation due to a wildfire.*

was mitigated for by mitigation measure 10-12:

> *Water has been spread over the affected area since 1988. By the summer of 1990, revegetation of native species had begun on approximately 80 percent of the affected area. LADWP and Inyo County are developing a plan to revegetate the entire affected area with riparian and meadow vegetation. This plan will be implemented when it has been completed.*

32

INYO COUNCIL FOR THE ARTS
137 S. Main St. Bishop, CA 93514 Phone: 760-873-8014 Fax: 760-873-5518 E-mail: inyoarts@inyo.org

September 7, 2012

Inyo County Board of Supervisors
Post Office Drawer N
Independence, CA 93516

Re: California Arts Council Request

Dear Members of the Board,

Inyo Council for the Arts is pleased to inform you that our organization continues to receive funding from the California Arts Council (CAC) for a variety of programs and services in our community.

As a formality, the CAC requires that the Inyo County Board of Supervisors pass a resolution to designate Inyo Council for the Arts as the official partner to the California Arts Council.

I have attached a sample resolution and we ask that you place the item on the agenda for consideration and authorization at your earliest convenience.

If you should have any questions, or require further information, please do not hesitate to contact me. Thank you for your continuing support of ICA and our many important events, projects and programs.

Sincerely,

Lynn Cooper

Lynn Cooper
Executive Director
Inyo Council for the Arts

***RESOLUTION NO.***

***A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA DESIGNATING INYO COUNCIL FOR THE ARTS AS THE COUNTY'S PARTNER TO THE CALIFORNIA ARTS COUNCIL***

***Whereas,*** The California Arts Council and the California State Legislature have established a State-Local Partnership Program designed to encourage local cultural tourism, arts education and awareness, and to reach previously under served constituents; and

***Whereas,*** in Inyo County the Inyo Council for the Arts has been the organization which has been designated to administer program funds; and

***Whereas,*** the California Arts Council has requested that the Inyo Council for the Arts again be designated the County's partner to the State Council.

***Now, therefore, be it resolved,*** that the Inyo County Board of Supervisors designates the Inyo Council for the Arts as its partner to the California Arts Council.

***Passed and Adopted*** by the Inyo County Board of Supervisors this 25th day of September, 2012 by the following vote of the Board of Supervisors:

**AYES:**

**NOTES:**

**ABSENT:**

**ABSTAIN:**

_____
*Chairperson, Inyo County Board of Supervisors*

*Attest:* *KEVIN D. CARUNCHIO*
*Clerk of the Board*

*by:* _____
*Patricia Gunsolley, Assistant*

For Clerk's Use Only:
**AGENDA NUMBER**
34-35-36-37
38-39-40
41-42-43-44

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for X Closed Session ☐ Informational

**FROM: COUNTY COUNSEL**

**FOR THE BOARD MEETING OF: SEPTEMBER 25, 2012**

**SUBJECT:** ISSUES TO BE DISCUSSED IN CLOSED SESSION

## *DEPARTMENTAL RECOMMENDATION:*

***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)]*** *- B3 PARTNERS, LLC, an Oregon limited liability company v. The County of Inyo; the Inyo County Board of Supervisors et al.,* Inyo County Superior Court Case No. SICV CV 1253471

***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)] -*** *Center for Biological Diversity, a non-profit public interest corporation; Public Employees for Environmental Responsibility, a national non-profit alliance of local, state, and federal resource professions, v. Inyo County and Inyo County Board of Supervisors,* Inyo County Superior Court Case No. SICVPT 12-53821.

***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 LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code§ 54956.9(a)]. City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al.*** Inyo County Superior Court Case No. 12908; Blackrock 94 Dispute Resolution

***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code § 54956.9(c)].*** - Decision Whether to Initiate Litigation (two cases).

***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.

## APPROVALS

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| 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 9.20.12 |

***DEPARTMENT HEAD SIGNATURE:***
(Not to be signed until all approvals are received) Date: 8.20.12